



**MJS Enterprise LLC dba
Generator Supercenter of Maine**

**Sanford Enterprises LLC dba
Generator Supercenter of New Hampshire**

**Employee Handbook
January 2025**

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! We are excited that you have decided to be a part of the MJS Enterprise LLC dba Generator Supercenter of Maine and Sanford Enterprises LLC dba Generator Supercenter of New Hampshire team! We look forward to the opportunity to work with you and want you to know that we recognize our employees as our most valuable resource. Our continued success in providing the highest quality service to our customers depends on having top talent like yourself and your fellow employees. We want your employment here to be a positive career, not just a job. We are extremely passionate about our brand, and it is essential our employees will feel that same passion about where they work, who they work for, their job responsibilities and duties, being part of a great team, and the opportunity for personal and career growth in an organization that puts people first. We understand that the best profitable strategy to stay ahead is to out-do our competition in attracting, hiring, training, coaching, mentoring, motivating, and developing people. We want you to enjoy your time here and are committed to helping you succeed in your new job.

MJS Enterprise LLC dba Generator Supercenter of Maine and Sanford Enterprises LLC dba Generator Supercenter of New Hampshire has partnered with Cornerstone Employer Solutions, LLC (CES) dba SynchronyHR in a co-employment relationship for its employees. As the common law employer, MJS Enterprise LLC dba Generator Supercenter of Maine and Sanford Enterprises LLC dba Generator Supercenter of New Hampshire's responsibilities include, but are not limited to, employee promotion and demotion, scheduling, disciplinary action, transferring of jobs, pay structure and scale, and the designation of job functions and duties.

SynchronyHR is an administrative co-employer whose responsibilities include, but are not limited to, payroll and benefit administration, human resource services, and employee relations.

For the purpose of this handbook, MJS Enterprise LLC dba Generator Supercenter of Maine and Sanford Enterprises LLC dba Generator Supercenter of New Hampshire shall be referred to as Generator Supercenter and Cornerstone Employer Solutions, LLC dba SynchronyHR shall be referred to as SynchronyHR. Throughout this Handbook, Generator Supercenter and SynchronyHR may be collectively referred to as "the Companies" or individually as "the Company".

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Operations.

We wish you success in your employment here at Generator Supercenter!

All the best,

James and Matthew Sanford, Owners
MJS Enterprise LLC dba Generator Supercenter of Maine
Sanford Enterprises LLC dba Generator Supercenter of New Hampshire

1.2 At-Will Employment

Your employment with Generator Supercenter is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owners have the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owners.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 Ethics Code

Generator Supercenter will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Generator Supercenter policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Disability Accommodation

Generator Supercenter complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

3.2 Religious Accommodation

Generator Supercenter recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.

- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

3.3 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions

Generator Supercenter recognizes the importance of supporting employees experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your Manager. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Company is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The Company will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Company. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Company strictly prohibits retaliation against employees who request or utilize an accommodation under this policy.

3.4 Accommodations for Nursing Mothers

Generator Supercenter will provide nursing mothers reasonable break time to express milk for their infant child for up to three years following the child's birth in Maine and up to one year following the child's birth in New Hampshire.

If you are nursing, the Company will provide you a clean room or other location, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in a personal cooler.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

The Company is not required to provide the above benefits if doing so would impose an undue hardship on the Company.

3.5 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Generator Supercenter. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.6 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Generator Supercenter and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

4.0 Wage and Hour Policies

4.1 Introduction to Wage and Hour Policies

At Generator Supercenter, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager.

4.2 Pay Period

At Generator Supercenter, the standard pay periods are weekly and biweekly. Pay dates are Fridays. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

4.3 Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager.

At certain times Generator Supercenter may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.4 Attendance

Generator Supercenter requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

We take tardiness and absence very seriously. You must arrive at your scheduled time ready to work (5 minutes late ready to work is not acceptable). If you will be late due to an unexpected circumstance, make sure to call your supervisor and let him/her know immediately. Each time you are late, even with a valid excuse, it will be documented in your file.

If you are ill or cannot report for your scheduled shift for any reason, you must call your supervisor at least 3 hours prior to your start time. If that is not feasible, contact your supervisor as soon as possible. If a situation arises in which you know in advance that you will have to miss your shift, let your supervisor know immediately so that he/she can make the proper accommodations.

When you call to report tardiness or absence, you must speak directly to one of your supervisors. Do not leave a message with any other employee.

It is very important that you contact your supervisor about every instance of tardiness or absence. Failure to report for your scheduled shift without calling your supervisor is considered job abandonment and could lead to immediate termination.

Absences will be considered excused if you requested the time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Company reserves the right to apply unused PTO to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Company will assume that you have voluntarily resigned your position and will proceed with the termination process.

4.5 Workday/Workweek

Generator Supercenter of Maine's workweek runs from Monday through Sunday. Generator Supercenter of New Hampshire's workweek runs Saturday through Friday.

Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

Your schedule will depend on the shift and position to which you are assigned. The following policies will help our operations run efficiently and allow you the time off you require.

- **Hours of Operation** - Employees who are responsible for opening procedures may be scheduled to arrive before opening. Those responsible for closing procedures may be scheduled to work after closing.
- **Your Availability** - Generator Supercenter has certain scheduling requirements during peak business periods. Your permanent availability should be given to your manager at the time of hire. Any changes to this availability should be given to your manager in writing or submitted through the Homebase application.

Because of particular situations, you may be called in to work when you are not scheduled. Also, there may be times when you will be asked to work beyond your scheduled hours. Your cooperation at these times is appreciated and you will be released when the need for your services has passed.

Please remember the following:

- It is your responsibility to check the posted installation schedule daily because it may change due to business fluctuations.
- Generator Supercenter management reserves the right to determine employees' schedules as business operation necessitates.

4.6 Paycheck Deductions

Generator Supercenter is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences

for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.7 FLSA Safe Harbor

It is the policy of Generator Supercenter to regularly pay its salaried exempt employees a predetermined amount constituting all or part of the salaried exempt employee's compensation. With limited exceptions, the amount paid to salaried employees is not subject to reduction either because a salaried exempt employee works fewer hours in some weeks than others. In certain instances, permissible deductions for exempt employees may include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions, deductions may be made for personal leave when PTO is exhausted, approved unpaid Company leaves of absence including medical or personal leave, military duty, or for violations of the Company's workplace conduct rules. This predetermined amount will be paid to salaried exempt employees for any week in which he/she performs any work for the Company.

If any of the above-mentioned deductions are taken from the predetermined amount, whether inadvertently, improperly or otherwise, the Company will conduct a prompt and thorough investigation. If determined that any improper deductions have been taken, the Company will make full reimbursement to the affected salaried exempt employee and will make a good faith commitment to comply in the future with the terms of this policy so that improper deductions will not be taken in the future.

It is the intention of the Company to fully comply with all applicable state and federal laws that regulate the payment of wages and all other compensation to its employees. Accordingly, this policy is subject to revision as those laws may change.

Generator Supercenter will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.8 Recording Time

Generator Supercenter is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company timekeeping application. Speak with your Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify your Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Owners any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.9 Direct Deposit

Generator Supercenter encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, visit the SynchronyHR Employee Portal.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be available to you on paydays in lieu of a check within the Employee Portal.

4.10 Travel Time Pay

Some nonexempt positions within Generator Supercenter require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Standards of Conduct

Generator Supercenter wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.

- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.2 Open Door/Conflict Resolution Process

Generator Supercenter strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Manager and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.3 Performance Reviews

Generator Supercenter will make efforts to periodically review your work performance. The performance review is a tool used to evaluate employee performance over the review period by assessing:

- Your performance of assigned job duties and responsibilities.
- Your achievement or lack of achievement of specific targets and goals.
- Other aspects of your performance (e.g., communication skills, professionalism, ability to collaborate, reliability, willingness to take initiative, etc.).

The performance review process will take place annually, or as business needs dictate.

The performance review process is intended to increase the quality and value of your work performance. The review process may be used:

- As a basis for employment decisions, such as promotions and demotions.
- To improve the performance of underperforming employees.
- To document employee growth at the Company.

A positive performance review does not guarantee a pay raise or continued employment.

5.4 Disciplinary Process

Violation of Generator Supercenter's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced

leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.5 Criminal Activity/Arrests

Generator Supercenter will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.6 Resignation Policy

Generator Supercenter hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation, including uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

6.0 General Policies

6.1 Customer Relations

Generator Supercenter service is special. Generator Supercenter has a unique way of making people happy. We look at every customer as an important individual and we treat one another with dignity and respect. This means we never harass or discriminate against our customers. Our service is driven by giving

each and every customer the Generator Supercenter experience. Smiles and eye contact, personal greetings, a thank you and, of course, 5-star service are all part of the service we give. We give the Generator Supercenter experience to our customers whether they are buying a large project or asking for advice on the phone, or just coming into the shop with a friend.

6.2 Quality and Customer Protection

Quality is the hallmark of the Generator Supercenter experience. Our customers rely on Generator Supercenter quality and have come to expect the finest work from us. Every day, we win new customers and stake our reputation on the excellence and consistency of our work. We take pride in delivering the highest quality products and services at a fair price. We are proud of what we offer and make sure that everything is worthy of providing to one of our own family members.

Our commitment to quality also means that we take steps to protect our customer's health and safety. You must do your part by following all proper procedures relating to the health of our customers especially in light of CDC COVID precautions and future incidents should they arise.

6.3 Access to Personnel and Medical Records Files

Generator Supercenter maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

6.4 Outside Employment

Generator Supercenter is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

If you are employed by Generator Supercenter in a full-time position, working 30 hours a week or more, we consider your position here to be your primary employment and priority for your working time. Any outside activity must not interfere with your ability to properly perform your job duties with us. If you work for us part-time, less than 30 hours a week, you should inform your manager of your other employment to ensure it does not conflict with your employment with Generator Supercenter. Your manager will inform you if, in the opinion of Generator Supercenter, your other employment appears to be a conflict. If your other job is determined to be a conflict, you may not be employed with Generator Supercenter so long as you are employed in the conflicting job. You may not take any outside job, either for pay or as a donation of your personal time, with a customer or competitor of Generator Supercenter; nor may you do work on your own if it competes with Generator Supercenter in any way including sales of products or services we provide our customers.

6.5 Conflicts of Interest

We all must avoid conflicts of interest. A conflict of interest exists when a personal interest or activity interferes or appears to interfere with the duties that you perform at or owe to Generator Supercenter. A conflict of interest may unconsciously influence even the most honest person and the mere appearance of a conflict may cause an employee's acts to be questioned. We all must avoid situations that affect or appear to affect our ability to act in the best interests of Generator Supercenter.

You should carefully review your own situation for any conflicts of interest. You must disclose any conflicts or potential conflicts to your manager. In consultation with management, your manager will determine whether a conflict or potential conflict exists and whether any corrective action should be taken. Generator Supercenter corporate officers have a special responsibility to avoid conflicts of interest because of their high visibility in the business community and in the community generally. Officers and all other employees should disclose actual, potential, or apparent conflicts to their manager. All employees, including officers, with actual, potential, or apparent conflicts should remove themselves from the decision-making process with respect to any matter involving the conflict.

Some situations in which conflicts of interest may arise, and therefore should be avoided, are:

- Being employed by or operating a firm (including consulting) which does or desires to do business with Generator Supercenter.
- Having any financial involvement directly or indirectly, or ownership of any interest in any organization (except for an ownership interest of less than 5% in a publicly held company), by you or anyone in your immediately family, with whom Generator Supercenter does business, including but not limited to: vendors, suppliers, customers or agents, except with Generator Supercenter specific prior knowledge and written consent.
- You may not enter Generator Supercenter into contracts with relatives or household members, or represent Generator Supercenter in any transaction in which you or a related individual has a substantial personal interest.
- Acting on behalf of anyone besides Generator Supercenter in any transaction with Generator Supercenter (for example, helping someone sell products and/or services to Generator Supercenter).
- Competing with Generator Supercenter for real property rights or interest or engaging personally in real estate or other transactions in which Generator Supercenter has an interest, without express written approval from the Board of Directors.

If you have any questions about whether your ownership of an interest in an organization with which Generator Supercenter does business presents a risk of a possible conflict of interest, contact your supervisor or the General Counsel before entering into such a relationship.

6.6 Personal Relationships and Fraternization Policy

Generator Supercenter is committed to ensuring all employees are treated fairly and consistently. To avoid the potential for perceived preferential treatment, sexual harassment, or a conflict of interest, any intimate relationship where a person is in a position to influence, either directly or indirectly, any decision concerning the terms and conditions of the subordinates' employment is prohibited.

All supervisor/subordinate staff relationships must be strictly professional. If a personal relationship develops, both individuals are to notify their manager or the Owner immediately. We will attempt to accommodate the placement of one of the individuals in a non-conflicting position. However, if that is not possible, we may have no alternative but to terminate one of the individuals' employment.

6.7 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Generator Supercenter. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.8 Nonsolicitation/Nondistribution Policy

Generator Supercenter prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your Manager.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.9 Use of Company Technology

This policy is intended to provide Generator Supercenter employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.10 Computer Security and Copying of Software

Software programs purchased and provided by Generator Supercenter are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.11 Off-Duty Use of Employer Property or Premises

You may not use Generator Supercenter property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Manager. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.12 Social Media

The purpose of this policy is to provide our employees with requirements for participation in social media in which Generator Supercenter affiliation is known, identified, or presumed. These restrictions are intended to ensure compliance with legal and regulatory restrictions and privacy and confidentiality agreements. Social media includes items such as blogs, podcasts, discussion forums, and social networks.

Social Media is becoming a more common way to communicate and a tool for self-expression. These best practices will help you when participating in social media.

1. Use a disclaimer: If you publish a blog, post a comment, or share an image and it has something to do with the work you do at Generator Supercenter make it clear that what you say is representative of your views and opinions and not the views and opinions of Generator Supercenter. At a minimum in your own social media site, you must include the following standard legal disclaimer language:

The postings on this site are my own and don't represent Generator Supercenter positions, strategies or opinions.

2. Get Approval: Do not announce company news on your social media site. not cite or reference clients, partners, or suppliers without their approval. When the company wishes to communicate publicly, whether to the marketplace or to the general public, it has well-established processes to do so. Only those officially designated by Generator Supercenter have the authorization to speak on behalf of the company.

You must make sure you do not disclose or use Generator Supercenter confidential or proprietary information or that of any other person or company on any social media site.

Clients, partners or suppliers should not be cited or obviously referenced without their approval. Never identify a client, partner, or supplier by name without permission and never discuss confidential details of any of the above. Furthermore, your social media site is not the place to conduct business with a client.

3. If you see content on social media forums or online review sites, such as Yelp, Google, Facebook, that disparages or reflects poorly on Generator Supercenter, you should immediately contact the Social Media Manager. Do not attempt to reply to such postings or comment in any way. Only the designated representatives have the authority to handle online review comments on behalf of Generator Supercenter.

4. Use your best judgment: Remember that there are always consequences to what you write. If you're about to post something that makes you uncomfortable, think about why that is. If you're still unsure, and the post is about Generator Supercenter business, feel free to discuss your proposed post with your supervisor. Ultimately, however, you have sole responsibility for what you choose to post online. You should make sure that social media does not interfere with your job or commitments to customers.

4. Be professional: Generator Supercenter workforce members are directed that, as with all communications, statements made in the confines of private blogs, social media sites, or chat rooms must treat the company and its employees, customers, and competitors with respect.

5. Be mindful of the world's longer memory: Everything you say is likely to be indexed and stored forever, either via search engines or through bloggers that reference your posts.

The best way to avoid a conflict is to not engage in any social media activities that involve Generator Supercenter unless through the official sites sponsored by Generator Supercenter.

Violations of this policy may result in discipline, up to and including termination. This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

6.13 Personal Cell Phone/Mobile Device Use

While Generator Supercenter permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal

device for work-related purposes, you must obtain written authorization from management. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.14 Employer Sponsored Social Events

Generator Supercenter holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.15 Security

All employees are responsible for helping to make Generator Supercenter a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.16 Workplace Privacy and Right to Inspect

Generator Supercenter property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence. Additionally, Generator Supercenter may conduct video surveillance.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 29 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your Manager. These classifications do not alter your employment at-will status.

7.2 Benefit Offerings

Generator Supercenter offers group health insurance benefits to all eligible full-time employees following the applicable waiting period. Your group health benefits are paid in part by the Company. Any portion not paid by the Company is the responsibility of the employee and is paid through payroll deduction.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

7.3 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Generator Supercenter employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

7.4 Holidays

Generator Supercenter offers the following paid holidays to full time employees: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve and Christmas Day.

These holidays are considered "off-days" for most employees, unless specified otherwise due to company requirements.

If a holiday falls on a day when our company doesn't operate, we will observe that holiday on the closest business day.

Whenever working on holidays becomes necessary, we will:

- Inform employees at least one week in advance, if they're expected to work on a holiday.
- Pay non-exempt employees their regular hourly rate with a premium. If non-exempt employees are required to work overtime, they will be paid the established overtime rate for extra hours worked.
- Offer exempt employees an additional day off to be taken within 12 months after the holiday.

We won't count hours employees worked on a holiday to decide whether an employee is entitled to overtime pay or to calculate the overtime amount due.

Exempt employees are entitled to their normal compensation without any deductions for holidays our company observes, whether they work on the holiday or not.

You will be compensated for holidays in accordance with federal and state law.

7.5 Medical Leave of Absence

Generator Supercenter will allow a medical leave of absence for the period of physician-required / certified period of disability not to exceed 10 days. Generator Supercenter may allow for a longer duration of medical leave as an approved accommodation under the ADA.

Medical leave of absence will be unpaid. Employee benefits will continue as enrolled provided the employee continues to make payment for his/her portion of benefits.

7.6 Paid Time Off (PTO)

Generator Supercenter provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

Eligibility

All employees are eligible to begin accruing PTO immediately upon hire.

Deposits Into Your Leave Account

PTO is calculated according to your work anniversary year.

The amount of PTO received each year is based on your length of service and accrues according to an accrual schedule determined by the Company up to a maximum annual grant as shown below:

Years of Service	Accrual Per Hour Worked	Maximum Annual Accrual	Maximum Accrual Balance
Less than 1 Year	.05 Hours	104 Hours	104 Hours
1 - 3 Years	.0577 Hours	120 Hours	264 Hours
4 - 10 Years	.0769 Hours	160 Hours	336 Hours
10 + Years	.0962 Hours	200 Hours	384 Hours

Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

Leave Usage and Requests for Leave

The Company encourages you to use your PTO time. You are eligible to begin using PTO following one month of continuous employment.

All PTO requests are subject to your supervisor's approval as well as team or department staffing needs. We understand that unscheduled absences occasionally happen; however, when possible, PTO should be scheduled in advance. If the frequency of unscheduled absences becomes excessive, corrective actions will be taken, up to and including termination. You must use your PTO hours according to your normal

workday. For example, if you work an eight-hour day and need to take off a full day, you must request eight hours of PTO. PTO is paid at your regular pay rate and is not subject to overtime.

You must take PTO in increments of at least 1 hour.

You cannot borrow against your PTO bank; therefore, advance leave is not allowed.

During a Leave of Absence

The Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused PTO time.

7.7 Military Leave (USERRA)

Generator Supercenter complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Management. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Management.

7.8 Jury Duty Leave

Generator Supercenter encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.9 Employee Assistance Program (EAP)

Generator Supercenter provides an employee assistance program (EAP) to all eligible employees after the plan's defined waiting period. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Manager due to job performance issues.

EAP services can be initiated by contacting the EAP service provider at Telus Health at 1-888-319-7819.

EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is your responsibility if not completely covered by insurance.

7.10 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Generator Supercenter, no matter how slightly, you are to report the incident immediately to your Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Safety Policy

Generator Supercenter is committed to providing all employees with a clean, safe, and healthy work environment. To achieve this goal, we must recognize our shared responsibilities to follow all safety rules and practices, to cooperate with officials who enforce those rules and practices, to take necessary steps to protect ourselves and other employees, to attend required safety training, and to report immediately all accidents, injuries and unsafe practices or conditions.

Accident Prevention

We all have a responsibility to each other to make Generator Supercenter a safe place to work. If you see any unsafe situation or practice, report it to your manager immediately.

Following are some examples of situations that must always be reported to your manager:

- Wet or slippery floors or stairs
- Equipment that is even partially blocking traffic areas
- Exposed or unsafe wires or switches
- Exposed sharp edges of any type
- Equipment that even appears to be defective
- Anything that remotely seems to be a fire hazard

If you have or observe an accident involving a personal injury, even if it appears minor, report it to your manager promptly.

Adhere to the following guidelines to prevent accident or injury:

1. Report any condition or practice that appears unsafe to your manager immediately.
2. Operate only equipment that you are trained and authorized to use.
3. Do not block fire corridors or fire exit doors. Furniture, equipment, or electrical cords may not be stored in front of exit doors.
4. Familiarize yourself with the location of all fire extinguishers in all areas of our buildings.
5. Approach stairwells and intersections carefully. Do not run in the building.

6. Familiarize yourself with emergency evacuation procedures.
7. Do not bring unauthorized visitors or children into our building.
8. Report injuries to yourself, fellow employees, or visitors, however minor, to your manager immediately. Your manager will assist in arranging for appropriate medical attention.
9. If you are injured on the job, you may be entitled to benefits under the Workers' Compensation law of the state in which you work. Generator Supercenter carries Workers' Compensation insurance and will assist you in getting all of the benefits to which you are entitled. To ensure that you receive these benefits when necessary, report every accident or injury, no matter how slight, to your manager at the end of your scheduled work shift.

Hazard Communication

Generator Supercenter complies with federal and state laws to provide employees with information regarding hazardous substances in the workplace.

Generator Supercenter relies on Material Safety Data Sheets (MSDS) obtained from suppliers to meet these requirements.

The General Manager is responsible for compiling MSDS and maintaining the master file.

If a required MSDS is not obtained upon receiving a new substance, the General Manager is to contact the manufacturer to obtain an MSDS for the new substance.

All contained substances used in the workplace must be kept in containers with the chemical type labeled on each container.

8.2 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Generator Supercenter, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Management.

8.3 Workplace Bullying

Generator Supercenter is firmly committed to a workplace free from abusive conduct. We strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Any individual who files a complaint will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time and part-time employees, including interns. It does not apply to independent contractors; however, other contract employees are included. This policy applies to any sponsored program, event, or activity including, but not limited to, sponsored recreation programs and activities and the performance by officers and employees of their employment-related duties. The policy also applies to electronic communications by employees.

Abusive Conduct

Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an individual was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an individual's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does **not** include:

- Disciplinary procedures in accordance with Company policies.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns.

- The non-abusive exercise of managerial prerogative.

Responsibilities

Those in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Managers, supervisors, and others in positions of authority will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively, and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

You are expected to:

- Treat all employees with dignity and respect.
- Refrain from engaging in threatening, violent, intimidating, or other abusive conduct or behaviors.
- Assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.
- Co-operate with preventative measures introduced by your Manager and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

Complaint Process

Reporting

If you feel that you have been subjected to abusive conduct or have witnessed such conduct, report the matter verbally or in writing to your Manager. Your complaint should include details of each incident of abusive conduct, such as dates, times, locations, and any witnesses.

Those in positions of authority must timely report known incidents involving workplace abuse, intimidation, or violence to the Owners. All managers and supervisors are required to take reasonable steps to protect the complainant, including, but not limited to, separation of those involved. The person complained against will be notified that an allegation has been made against him or her and will be informed of the investigative procedure.

Investigation

Investigations of abusive conduct will be conducted as soon as practicable and in accordance with Company policies and practices. The objective of the investigation is to determine whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and any witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

Corrective Action

If abusive conduct is found, the Company will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies.

Any individual who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Any Manager or other person in a position of authority who allows abusive conduct to continue or fails to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, disciplinary action up to and including termination, or changes in job duties or location.

While the Company encourages all employees to raise any concern(s) under this policy and procedure, the Company recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing others of violations of this policy will be disciplined in accordance with the Company disciplinary policy.

Any individual exhibiting continuing emotional or physical effects from a reported incident will be directed toward established assistance programs or other available resources.

When abusive conduct has been confirmed, the Company will continue to review the situation and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the reoccurrence of similar behaviors or actions.

Confidentiality

To the extent permitted by law, the Company will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint, or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. However, state law may prevent the Company from maintaining confidentiality of public records. Therefore, the Company cannot guarantee confidentiality.

Retaliation

Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy. The Company will not retaliate or otherwise discriminate against employees who exercise their rights under this policy.

8.4 Drug and Alcohol Policy

Generator Supercenter is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances, including marijuana where legal.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the

Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

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

8.5 Weapons in the Workplace

Absolutely no weapons (e.g., guns, knives, batons, brass knuckles) are allowed anywhere on company property, except that employees who have the proper license or permit to carry may leave their weapon in their locked vehicle. Employees are also prohibited from bringing a weapon into the workplace of a customer, prospective customer, or vendor. This applies to concealed and openly carried weapons.

8.6 Interaction with the Government and Service of Legal Documents

Generator Supercenter values its excellent relations with the local, state, and federal government. Generator Supercenter is committed to being a “good corporate citizen” and is proud of its record of service to the community. Generator Supercenter values the communities where we do business. From time to time, employees may interact with local government officials. For example, a Generator Supercenter projects require a local permit or approval, or local code enforcement officials may inspect a job. Generator Supercenter is committed to complying with local laws, regulations, and codes and to working fairly and honestly with local officials and others in our communities. In doing so, your actions must meet high ethical and legal standards. It is against our policy (and may violate the law) to offer or make a payment or gift of any kind in order to facilitate a local process or to influence a local government official.

A representative of the government may seek to interview you regarding Generator Supercenter business activities or your work at the Company. In such event, you and Generator Supercenter have the right to be represented by counsel. If you are contacted by a government agent or representative and asked to provide information, you should contact your General Manager or Owner.

Generator Supercenter deals honestly and fairly with government representatives and agents to comply with valid governmental requests and processes. Employees must be truthful and straightforward in their dealings with the government and may not direct or encourage another employee or anyone else to provide false or misleading information to any government agent or representative. Employees must not direct or encourage anyone to destroy records relevant to an investigation. If someone arrives to serve legal papers, immediately notify your manager, who will follow the appropriate procedures and contact the Legal Department.

8.7 Workplace Tobacco Usage

Generator Supercenter is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Company offices.
- Company vehicles.

- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.

The Company also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

9.0 Intellectual Property and Proprietary Information

9.1 Intellectual Property and Proprietary Information

Confidential Information

During the course of employment at Generator Supercenter, all employees gain some knowledge and information which is nonpublic and proprietary. Employees are trusted with maintaining the confidentiality of this information. If this information were known outside the Company, it could harm Generator Supercenter and its employees. Confidential information includes: supplier information, our technologies, business and marketing plans, and existing and future product information. Generator Supercenter information should be used only for Company purposes and should not be disclosed to anyone outside of Generator Supercenter unless they have signed a non-disclosure agreement in advance, which is approved by the Legal Department. Even within Generator Supercenter, only those individuals who truly need to know to conduct their business should have access to confidential information. If you leave our company, you must return all Company materials and property.

Some basic rules to follow include:

- DON'T bring any papers or computer records from prior employers to Generator Supercenter.
- DON'T accept or use anyone else's confidential information (or agree to maintain anyone's information in confidence) except under an agreement approved by the Legal Department.
- DON'T solicit confidential information from another Company's present or former employees.
- DON'T engage in "espionage"; be above board in obtaining information about the marketplace.

Other Intellectual Property

As an employee, the things you create for Generator Supercenter belong to the Company. This "work product" includes inventions, discoveries, ideas, improvements, artwork, and works of authorship. This work product is Generator Supercenter property (and does not belong to you) if it is created or developed, in whole or in part, on Company time, as part of your duties or through the use of Generator Supercenter resources or information. This means you have rights to any invention for which no equipment, supplies, facility, or trade secret or confidential information of Generator Supercenter was used and which was developed entirely on your own time, unless the invention relates to the business of Generator Supercenter, or to Generator Supercenter actual or demonstrably anticipated research or development, or the invention results from any work that you performed for Generator Supercenter during the term of your employment relationship with Generator Supercenter. Employees must promptly disclose to Generator Supercenter, in writing, any such work product and cooperate with the Company's efforts to obtain protection for Generator Supercenter. To ensure that Generator Supercenter receives the benefit of work done by outside consultants, it is essential that an appropriate agreement or release be in place before any work begins.

Our brands, including the Generator Supercenter name and Generator Supercenter, are extremely valuable to our success. Brands are fragile and must be used carefully and protected from others' misuse. Consult Generator Supercenter Legal Department if you have questions about guidelines for proper trademark usage.

When Generator Supercenter uses the work product of others, we must also be sure to follow the rules. For example, you should only use software for which you have a valid license and should only use that software in accordance with the terms of the license for that software. Written materials may be subject to copyright protection and should only be copied when permitted. Use caution, as not all copyrighted materials bear a notice.

Company Records

Generator Supercenter retains its records only for as long as the records are being actively used, unless the law or business needs require longer retention. This policy applies to records maintained in all forms at Generator Supercenter, including records kept in written and electronic form.

Generator Supercenter does not knowingly destroy or discard evidence. Records relevant to a legal action cannot be destroyed or discarded without the approval of the Legal Department. If Generator Supercenter receives a subpoena, a request for records or other legal papers or if we have reason to believe that such a request or demand is likely, the Company policy is to retain all records which are relevant to the matter. If you receive such a request or other legal papers, notify your manager immediately.

Maine Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Generator Supercenter is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age, race (including traits historically associated with race, which include, but are not limited to, hair texture, Afro hairstyles, and protective hairstyles such as braids, twists, and locks), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), HIV status, tobacco use during nonworking hours, physical or mental disability, genetic information (including testing and characteristics), familial status, domestic violence victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

Policy Against Workplace Harassment

Generator Supercenter has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Unwelcome sexual harassment is a form of sex discrimination. Sexual harassment is unlawful under federal law and the Maine Human Rights Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) it threatens job security, working conditions, or opportunities for advancement; (2) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (3) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (4) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;

- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Jason Sanford, Owner, jsanford@generatorsupercenter.com, 207-400-6277 or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

If you are dissatisfied with our internal investigation and response, you have the right to file a complaint with the Maine Human Rights Commission, #51 State House Station, Augusta, Maine, 04333-0051. For additional information on how to file a complaint, visit www.maine.gov/mhrc/file.

All employees receive training and written notice about harassment upon hire and will receive written reminders about the policy every year. Supervisors and managers receive more training and information upon hire, with periodic reviews thereafter.

Wage and Hour Policies

Meal and Rest Periods

Generator Supercenter strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. The Company always offers an uninterrupted 30-minute unpaid rest break after six hours of continuous work. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Benefits

Maine Earned Paid Leave

Generator Supercenter provides leave to eligible employees in accordance with Maine Earned Paid Leave through the PTO policy.

Family and Medical Leave (MFMLA)

In accordance with the Maine Family Medical Leave Act (MFMLA), Generator Supercenter provides eligible employees up to 10 consecutive weeks of unpaid leave in a two-year period for certain purposes.

Eligibility

To be eligible for leave under the MFMLA, you must:

- Have been employed by the Company for at least 12 consecutive months; and
- Work at a permanent worksite in Maine that has at least 15 or more employees.

Reasons for Leave

MFMLA leave may be taken for the following purposes:

- The birth of a child, or the birth of a domestic partner's child.
- The placement of a child 16 years of age or younger with you or your domestic partner for adoption.
- Your own serious health condition.
- The serious health condition of your child, domestic partner's child, parent, grandchild, domestic partner's grandchild, domestic partner, sibling, or spouse.
- Organ donation by you for human transplant.
- The death or serious health condition of your spouse, domestic partner, parent, sibling, or child if the death or serious health condition occurs while on active duty in the state military forces or in the U.S. Armed Forces.

For purposes of this policy:

- **Sibling** is a sibling with whom you live, have joint financial arrangements, and share responsibility for each other's well-being.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either:
 - Inpatient care in a hospital, hospice, or residential medical care facility; or
 - Continuing treatment by a health care provider.

Leave Usage

If eligible, you are entitled to a maximum of 10 workweeks of MFMLA leave in any two years.

Leave may be taken intermittently or on a reduced leave schedule, subject to the following:

- Leave for childbirth or adoption may not be taken intermittently or on a reduced leave schedule unless the Company and you mutually agree otherwise.
- Leave for your own or a covered family member's serious health condition or for organ donation may be taken intermittently or on a reduced leave schedule when medically necessary.
- Intermittent or reduced-schedule leave will not result in a reduction of the total 10 workweeks of leave to which you are entitled beyond the amount of leave actually taken.
- If you request intermittent leave or a reduced leave schedule for qualifying reasons that are foreseeable (such as planned medical treatment), the Company may require that you transfer temporarily to an available alternative position for which you are qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

MFMLA leave will run concurrently with other federal/state laws where permitted by law.

Notice and Certification

You must provide at least 30 days' notice of the intended date MFMLA leave will begin and end, unless prevented by a medical emergency. The Company may also require you to provide certification from a physician or other accredited practitioner to verify the amount of leave time requested.

Compensation

MFMLA leave is unpaid. You may substitute accrued, unused sick pay, personal days, and vacation days for unpaid leave under this policy.

Benefits

Your employment benefits continue during the leave at your own expense. Taking MFMLA leave will not result in the loss of any employee benefit accrued before the date leave begins.

Reinstatement

Upon return from leave, you will be restored to your prior position or to a comparable position with equivalent pay, benefits, seniority, and other terms and conditions of employment. Exceptions may apply when you cannot be reinstated for reasons unrelated to your rights under the MFMLA.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Domestic/Sexual Violence Leave

If you or one of your family members is the victim of domestic violence, sexual assault, or stalking, Generator Supercenter will provide you reasonable and necessary unpaid leave from work to:

- Prepare for and attend court proceedings;

- Receive medical treatment or attend to medical treatment for a victim who is your daughter, son, parent, or spouse; or
- Obtain necessary services to remedy a crisis cause by domestic violence, sexual assault, or stalking.

Family member means your spouse, parent, or child.

This leave may only be used when you or your family member is the victim of violence, assault, sexual assaults, stalking, or any act that would support an order for protection under Maine Title 19-A, chapter 101.

To obtain leave under this policy, you must provide notice within a reasonable time under the circumstances. You may be required to provide reasonable documentation of the family relationship, which may include a statement attesting to the relationship, a birth certificate, a court document, or similar documents.

Leave may not be granted if you do not make the request for leave within a reasonable time under the circumstances, if the leave would cause the Company to sustain an undue hardship, or if the leave is impractical, unreasonable, or unnecessary based on the facts made known to the Company.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Extreme Public Health Emergency Leave

Generator Supercenter provides extreme public health emergency leave to eligible employees, unless doing so would cause an undue hardship.

Extreme public health emergency means the occurrence or imminent threat of widespread exposure to a highly infectious or toxic agent that poses an imminent threat of substantial harm to the population of Maine.

To be eligible for extreme public health emergency leave, you must be unable to work because:

- You are under public health investigation, supervision, or treatment related to an extreme public health emergency;
- You are acting in accordance with an extreme public health emergency order;
- You are in quarantine or isolation or are subject to a control measure in accordance with extreme public health emergency information or directions issue to the public, a part of the public, or one or more individuals;
- You have been directed by the Company not to work because you may expose others to an extreme public health emergency threat; or
- You need to provide care or assistance to your spouse or domestic partner, parent, or child (including a child for whom you are the legal guardian) for reasons related to an extreme public health emergency.

Provide notice of your need for leave as soon as practical.

Leave under this policy is unpaid.

Upon your return to work, the Company may require you to provide written documentation from a physician or public health official supporting your need for leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Family Military Leave

Generator Supercenter will provide eligible employees up to 15 days of unpaid family military leave per deployment of a family member. **Family member** means a child, spouse, or domestic partner who is a

resident of Maine and is ordered to active duty by the Governor or Owner of the United States for a period of 180 days or longer to a duty assignment that is in a combat theater or an area where armed conflict is taking place.

Eligibility

To be eligible for leave you must have been employed by the Company for at least 12 months and have worked for at least 1,250 hours during the 12-month period immediately preceding the leave.

When Leave May Be Taken

You may only take leave:

- In the 15 days immediately prior to deployment;
- During deployment, if the family member is granted leave; or
- During the 15 days immediately following deployment.

Notice

For leave lasting five or more consecutive workdays, you must provide at least 14 days' notice of the intended date upon which the leave will begin. If leave is for fewer than five days, you must provide as much advance notice as is practicable. Work with your Manager to schedule leave in a manner that will not unduly disrupt Company operations.

Certification

The Company may require verification (i.e., copy of military orders) that you are eligible for leave under this policy.

Compensation

Leave under this policy is without pay.

Benefits

You are entitled to continue your benefits (i.e., group life insurance, health insurance, disability insurance or pensions) while on leave at your own expense.

Interaction with FMLA

Where applicable, leave under this policy will run concurrently with the FMLA's qualifying exigency leave.

Reinstatement

Upon return from leave, you will be restored to your prior position or to a comparable position with equivalent pay, benefits, seniority and other terms and conditions of employment. Exceptions may apply if you cannot be reinstated for reasons unrelated to the exercise of rights under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Legislator Leave

Generator Supercenter will provide employees who are elected to serve as state legislators with unpaid leave while serving in their elected office. This leave is limited to one legislative term of two years.

To be eligible for leave, you must provide notice to the Company of your intent to become a candidate for the legislature within 10 days of placing your name on a primary or general election ballot. Failure to provide proper notice will result in the loss of your entitlement to leave. Temporary employees are not eligible for this leave.

If providing leave would cause an unreasonable hardship for the Company, the Company may make an appeal for relief to the State Board of Arbitration and Conciliation (SBAC) within 14 days of receiving your notice. After the appeal is filed, a proceeding will be held to determine whether or not leave must be granted. The decision, which is final, will be made within 30 days of receipt of the notice of appeal and is binding on you and the Company. Payment for SBAC services will be shared between you and the Company.

Upon return from leave, you will be restored to your previous position or a similar position with the same status, pay, and seniority, unless you are no longer qualified.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Veteran Leave for Medical Appointments

Generator Supercenter employees who are veterans may take available paid leave to attend scheduled appointments at a medical facility operated by the U.S. Department of Veteran Affairs. If you have used all available paid leave, you will be granted unpaid leave to attend the appointment. A **veteran** includes a person who has served on active duty in the U.S. Armed Forces, Armed Forces Reserves, or the National Guard of any state, and was discharged or released with an honorable discharge.

Provide as much notice as reasonably possible of your need for leave. The Company may require you to provide verification of your appointment.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

New Hampshire Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Generator Supercenter is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age, race (including immutable traits associated with race, which include, but are not limited to, hair type, hair texture, hairstyles, and protective hairstyles such as braids, locs, tight coils or curls, cornrows, Bantu knots, Afros, twists, and headwraps), color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

Policy Against Workplace Harassment

Generator Supercenter has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;

- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Jason Sanford, Owner, jsanford@generatorsupercenter.com, 207-400-6277 or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Meal and Rest Periods

Generator Supercenter strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or

meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Reporting Time Pay

Generator Supercenter provides reporting time pay to nonexempt employees in accordance with applicable law. If you report to work at the request of the Company and you are not needed to work, you will be paid for a minimum of two hours at your regular rate.

Speak with your Manager for more information regarding reporting time pay.

Benefits

Employment Protections for Volunteer Firefighters and Emergency Medical Technicians

If you are a volunteer member of a fire or ambulance department, Generator Supercenter will not discharge you or take any other disciplinary action against you for failing to report to work at your regular start time due to your responding to an emergency you witnessed or came upon while on your way to work.

Volunteer member means a volunteer, call, reserve, or permanent-intermittent firefighter or emergency medical technician (EMT) but does not include any person who received compensation for over 975 hours of services rendered in such capacity over the preceding six-month period.

If you are or will be late or absent from work because you are responding to an emergency, you must make a reasonable effort to notify the Company of your expected late arrival or absence.

Time missed from work due to responding to an emergency will be unpaid.

You may be required to submit a statement signed by the chief of your fire or ambulance department certifying the date and time you responded to and returned from the emergency.

Pregnancy Disability Leave

If you are unable to perform the essential functions of your job due to a temporary physical disability resulting from pregnancy, childbirth, or related medical conditions, Generator Supercenter will permit you to take a leave of absence for the period of your disability. If you are also eligible for leave under the federal Family and Medical Leave Act (FMLA), such leave will run concurrently.

Upon return to work, you will be reinstated to your original job or to a comparable position unless business necessity makes doing so impossible or unreasonable.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Veterans Day Leave

Generator Supercenter will allow eligible employees who are veterans to take unpaid leave on Veterans Day (November 11). To be eligible for this holiday, you must be an honorably discharged veteran.

If you intend to take the Veterans Day holiday, provide reasonable advance notice. The Company may require you to provide evidence supporting your honorably discharged veteran status.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

PEO Acknowledgement

Notice of Professional Employer Agreement

Cornerstone Employer Solutions, LLC dba SynchronyHR hereby serves notice to you that it has entered into a Client Service Agreement with Generator Supercenter, referred to as "Company".

Please note that Generator Supercenter and SynchronyHR have a contractual arrangement, called co-employment, in which certain employer responsibilities are allocated to each. Generator Supercenter is the worksite employer and controls the day-to-day activities of the employees and continues to be responsible for the management and operation of the business. SynchronyHR handles certain administrative functions of your employment, such as human resources, taxes and payroll. SynchronyHR assumes responsibility for the payment of wages to you without regard to payments by the client to SynchronyHR.

In the event of an emergency, you must immediately notify Generator Supercenter of New Hampshire, 28 Portsmouth Ave, Stratham, NH 03885, 603-731-4003 or Generator Supercenter of Maine, 269 US Rt 1 Unit 104, Falmouth ME 04105, 207-400-6277 or SynchronyHR, 721 Emerson Road, Suite 500, St. Louis, MO 63141, 314-222-5770. Failure to provide immediate notice may be the cause of serious delay in emergency response, a delay in the payment of compensation to you or your beneficiaries (if applicable), or possible disciplinary action.

Should you have additional questions regarding this notice, or the PEO arrangement please speak with your manager or contact SynchronyHR.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Generator Supercenter Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Owners of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Generator Supercenter.

If I have any questions about the content or interpretation of this handbook, I will contact the Owners.

Signature

Date

Print Name