









Employee Handbook

Inventive, LLC dba "In The Ditch" Towing Products & Rimco, Inc. dba IWS Sales

January 2021

Note: Nothing contained in this Employee Handbook is intended to nor does it create a contract of employment for any specific duration. All employees are at-will employees. As such, either party may terminate the employment relationship at any time with or without cause and with or without notice at any time at the option of either the employee or the Company. Also, the Company may at its option change, delete, suspend, or discontinue parts or all of the Handbook in its entirety, at any time without prior notice.

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INTRODUCTION

This document has been developed by the Human Resources Department in order to familiarize employees with "In The Ditch" Towing Products (known throughout as ITD) and IWS Sales (known throughout as IWS) and provide information about working conditions, key policies, procedures and benefits affecting employment at ITD and/or IWS. Any reference in the Handbook to Employer or Company references Inventive, LLC dba "In The Ditch" Towing Products and/or Rimco, Inc. dba IWS Sales.

Welcome

Welcome to our team! We are happy to have you as a new member of our family.

Our company looks forward to continued growth and success; among other factors, the Company's employees play an important role. The Company encourages its employees to gain a sense of job satisfaction by performing their jobs to the best of their ability, skill and talent.

Changes in Policy

In order to be compliant with State and Federal Laws, this Employee Handbook has been updated and supersedes all previous employee handbooks and manuals.

While every effort is made to keep the contents of this document current, the Company reserves the right to modify, suspend or terminate any of the policies, procedures, and/or benefits described in the Employee Handbook with or without prior notice to employees.

EMPLOYMENT POLICIES

Equal Employment Opportunity

The Company is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and are not based on race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit based factor protected by law. These protections extend to all management practices and decisions, including recruitment and hiring practices, appraisal systems, promotions, training, and career development programs.

Employees with Disabilities

Employer complies with the Americans with Disabilities Act as amended (ADAAA), which ensures equal opportunities in employment for all qualified persons with disabilities. Employer is committed to ensuring non-discrimination in all terms, conditions and privileges of employment. All employment practices and activities will be conducted on a non-discriminatory basis. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position, not any disabling condition. Further, reasonable accommodations are available to all employees and applicants. Employees with disabilities are encouraged to inform their supervisors or the Human Resources Department of any reasonable accommodations deemed necessary. This policy is neither exhaustive nor exclusive. Employer is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the Americans with Disabilities Act, as amended.

Non-Discrimination and Non-Harassment Policy

Workplace Harassment and Discrimination is ProhibitedIt is the policy of the Company to provide a work environment that is free from harassment and discrimination. Therefore, Employer will not tolerate harassment or discrimination based on age, race, gender, color, religion, national origin, disability, covered veteran status or any other characteristic protected under federal, state or local law. Such conduct is prohibited in any form at the workplace, at work-related functions and outside of work if it affects Employer. This policy applies to all employees, independent contractors, guests, and the general public when on Company property.

Definitions

Harassment

Harassment in the workplace includes behaviors that are offensive in nature or undesired and directed at one person or a group of people based on their membership in a protected class.

Sexual Harassment

Sexual harassment is one type of prohibited harassment that warrants special mention. Unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly 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 working environment.

Discrimination

Discrimination is the prejudicial treatment of an individual, or a group of people, based on their membership (or perceived membership) in a protected class.

Responsibility of Employees

Employees are encouraged to indicate promptly and firmly to the offender that their behavior is unwelcome. This puts the offender on notice that their conduct is inappropriate and considered to be harassment. Employer recognizes, however, that status disparities or other circumstances may make it difficult or impossible for an employee to confront the harasser and objecting to the offensive conduct by the complainant is not required as a condition of filing a sexual harassment complaint.

Complaints of Harassment or Discrimination

Employees who believe they are being subjected to illegal sexual harassment should bring their concern of harassment and/or discrimination to the Human Resources Department or the President of the Company. This in no way is intended to prohibit or discourage any employee from pursuing any of his or her rights or remedies under state or federal laws, or from filing complaints with the Idaho Human Rights Commission and/or the Equal Employment Opportunity Commission (EEOC).

The complaint may be written or orally submitted to the Company. Persons submitting complaints will be asked to state exactly what happened that leads to their belief that they have been sexually harassed, including approximate dates and the names of everyone who was involved in the harassment or saw or heard what happened. If there is more than one incident of harassment, the complainant will be asked to describe each incident separately. The complainant will be asked concerning the action he or she requests be taken as a result of the incident. If the complaint is presented orally to the official receiving the complaint, the official will put it into written form and obtain the complainant's signature.

Confidentiality

Due to the sensitivities associated with this subject and due to the damage that can result to the career and reputation of any person falsely or in bad faith accused of sexual harassment, all investigations and hearings surrounding such matters will be designed to the maximum extent possible to protect the privacy of, and minimize suspicion toward, the accused as well as the complainant. Only those directly responsible for carrying out this policy will have access to confidential communications and internal investigations.

Investigations

Sexual harassment and discrimination complaints will be promptly and carefully investigated and will include interviews with all persons having relevant information, including the complainant, the alleged offender, and other potential witnesses. The investigator will also identify and review relevant documents and other information.

Retaliation Prohibited

Employer will not tolerate retaliation against anyone who has reported harassment or discrimination or assists in a workplace investigation. Offenders will be subject to disciplinary action, up to and including termination of employment. If the retaliator is the same person who causes the harassment or discrimination, the disciplinary action will be harsher than what would have been imposed for the underlying conduct alone.

Statement on Immigration Law Compliance

All offers of employment are contingent on verification of the candidate's right to work in the United States. On the first day of work, every new employee will be asked to provide original documents verifying their right to work and, as required by Federal Law, to sign Federal Form I-9, Employment Eligibility Verification Form.

Employee Background Check

Prior to making an offer of employment, Employer may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks and/or education confirmation.

Criminal Records

As a condition of offers of employment by Employer, criminal background checks are performed to protect Employer's interest and that of its employees and clients. An arrest or conviction will not necessarily disqualify an applicant.

Anniversary Date

The first day an employee reports to work is their official date of hire. An employee's anniversary date is based on the date of hire and is used to compute the following benefits pursuant to the individual policies and eligibility criteriia:

| Time After Date of Hire | Benefits Eligible |
|------------------------------------|--|
| 60 – 90 Days | Health Insurance (see page 20) |
| 6 Months | Employee is Eligible for Holiday Pay |
| At First Year Anniversary Date | Employee is Eligible for Forty (40) hours of Paid Time Off (PTO) on the 13th month of employment. |
| | Use Anniversary Date: |
| | Example: If an employee is hired on August 1, 2016, the employee would be eligible for 40 hours of PTO on September 1, 2017 to use until September 1, 2018. |
| At Second Year Anniversary Date ** | Employee is Eligible for Eighty (80) hours of Paid Time Off (PTO) on the 25th month of employment. |
| | Use Anniversary Date: |
| | Example: If an employee is hired on August 1, 2016, the employee would be eligible for 80 hours of PTO September 1, 2018 to use until September 1, 2019. |
| | In January following two complete years of service (24 consecutive months), and thereafter, the employee would receive an annual allocation of eighty (80) hours of PTO. |

^{**}Please note: All employees, hired prior to November 2013 will have an anniversary date of January 1st for PTO purposes.

New Employee Orientation

The formal welcoming process, or "New Employee Orientation," is conducted by a Human Resources representative, and includes an overview of the Company, introductions and a tour of the shop/offices.

Personnel Records and Administration

The task of handling personnel records and related administrative functions has been assigned to the Human Resources Department. Personnel files will be kept confidential at all times and include some or all of the following documents:

- Form W-4
- I9
- Signed Confidential Disclosure
- Copy of Driver's License and Social Security Card
- Offer and Acceptance Letter
- Resume and Employment Application
- Any Form of Disciplinary Paperwork
- Training Documents
- Copies of Recognition Certificates
- Payroll Withholding Authorization Form

Access to Employment Records

Any current employee may view their Personnel File by appointment with a designated Human Resources representative. Copies can be made of the documents in the Personnel File during the appointment only. No part of the original employment records will be allowed to leave the Human Resources office.

After employment terminates, previous employees of Employer will be required to use appropriate legal channels to obtain access to employment records.

After employment terminates, previous employees requesting copies of payroll documents such as W2 or pay statements will be charged an administrative fee of \$10.00.

Change of Personal Data

Any change in an employee's name, address, telephone number, marital status, dependents, or insurance beneficiaries, or a change in the number of tax withholding exemptions, should be brought to the attention of the Human Resources Department where all forms may be acquired.

Workplace Safety

Safety and health are a primary concern of the Company and every employee is expected to have a commitment to a safe workplace. Every employee must accept the responsibility to prevent injuries to themselves and fellow employees by prudently following the safety program. In doing so, employees will benefit themselves, their families, and the Company.

Employee's Obligation For Safety

In order for the Company to achieve its objective of providing a safe and healthy workplace, the Company needs the assistance and cooperation of all employees.

Failure to observe the following safety, health and injury reporting requirements may result in disciplinary action up to and including termination. Employees are expected to prevent injuries in the workplace by following these guidelines:

- Operate only equipment that you are fully qualified and authorized to use.
- Refrain from fighting, horseplay or distracting fellow workers.
- Observe all hazard and warning signs.
- Report any hazardous conditions and/or unsafe work practices to your supervisor i immediately.
- Keep aisles, walkways and working areas orderly, clean, and clear of tripping and slipping hazards. This includes picking up items that can create hazards or contribute to injuries.
- Walk, not run, on Company premises or on-site locations.
- Do not ride as a passenger in vehicles that are not provided with passenger restraints or seat belts.
- Keep emergency equipment in your work area (such as fire extinguishers, fire alarms, exit doors, and first aid kits) clear of obstacles and readily accessible.
- Know and observe emergency action procedures during emergencies.

Accident and Illness Reporting Obligation

The following steps are to be followed in the event employees are involved in an incident or injury:

- 1. Immediately report, in writing, any incident or injury to your supervisor, the department supervisor or the Human Resources Department.
- 2. Complete the Accident Reporting Form. The Accident Report Form ITD0723 is located in the shared documents folder on the Company web page.
- 3. Participate in any investigation, as requested. Failure to participate and cooperate in an investigation of a workplace accident or illness may result in discipline.

If employees require professional medical attention as a result of an injury, the following steps are to be followed:

- 1. If urgent medical care is needed, obtain necessary medical attention immediately.
- 2. Inform your supervisor or department supervisor of the injury immediately.
- 3. If an injury or illness for which employees have received medical attention, requires employees to be absent from work, they must notify the manager and provide written work restriction information. By doing this, the supervisor can obtain information from the treating physician to determine the availability of work within medical restrictions, and anticipate if the employee will be away from their regular job.
- 4. Each time employees visit their attending physician or a referred physician, they must provide their supervisor with updated written work restriction information.

Driving Safety

Employees who drive any form of vehicle while performing services for the Employer are expected to drive in a safe manner at all times. Employees should not allow distractions while driving such as texting and emailing. If cell phone usage is necessary while driving, the driver is expected to pull over to the side of the road and stop driving or to use a hands-free device. Any violations or citations received by an employee who is designated as a "Company driver" while driving, including while driving for the Company, are the personal responsibility of the employee, but must be reported to the employee's supervisor or the Human Resources Department within three (3) business days. All designated "Company drivers" must maintain their own vehicle liability insurance, current Idaho driver's license and reliable transportation.

Personal Property

Employer assumes no risk for any loss or damage to personal property and recommends that all employees have personal insurance policies covering the loss of personal property.

Visitors in the Workplace

For safety, insurance and other business considerations, only authorized visitors are allowed in the workplace. When making arrangements for visitors, employees should request that visitors enter through the main reception area and check in with the receptionist at the front desk.

Employment of Relatives

Relatives of current employees may not be employed by Employer. Exceptions may only be made by the President of Employer at his discretion.

COMPANY STANDARDS

General Rules & Guidelines

All employees are urged to become familiar with Employer's rules and standards of conduct and are expected to follow these rules and standards faithfully in doing their jobs and conducting the Company's business.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of Employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment or discrimination
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Violation of Company policy
- Unsatisfactory performance or conduct
- Conduct outside of work, if the conduct could cause reputational harm to the Company

Attendance and Punctuality

Employer expects employees to clock in at the beginning at their assigned shift and be ready to work at the beginning of assigned shift. Employees are to reasonably complete their projects by the end of assigned work hours and clock out responsibly. If an employee is late, they may be written up by their supervisor.

Work Schedule and Available Shifts

Unless otherwise specified, regular full-time employees are expected to work as scheduled, generally forty (40) hours per workweek. Scheduled hours may fluctuate depending on business needs.

Available shifts are as follows:

| Begin Work | Lunch Hour | Conclude Work |
|-----------------|---------------------|---------------|
| Shift 1 8:00 AM | 12:00 PM – 1:00 PM | 5:00 PM |
| Shift 2 8:00 AM | 11:00 AM – 12:00 PM | 5:00 PM |
| Shift 3 8:00 AM | 11:30 AM – 12:30 PM | 5:00 PM |
| Shift 4 4:30 PM | 9:00 PM to 10:00 PM | 1:30 AM |

The employee and supervisor/manager are to select a work schedule that ensures effective functioning of the department.

Absence and Lateness

Employees must coordinate with their supervisor if they are expecting to be late or require a day off for personal reasons. If an employee would like to take a scheduled day off, they must fill out a time off request form located by the time clocks. The form must be approved by your supervisor a minimum of one week prior to the day off. If an employee has any available paid time off (PTO) hours, those hours will be charged for any absences from work occurring during regular business days.

Unscheduled Absence

Absence from work for more than 24 hours without notifying management or the Human Resources Department will be considered a voluntary resignation. If you are going to be late up to 1 hour, you can text or call your supervisor. If you are going to be gone the entire day, you need to call your supervisor on the phone and speak directly with him/her. Texting or leaving a message that you will be gone the entire day is not acceptable and will result in disciplinary action. Whether late or unscheduled absence, you must complete a time off request form upon arrival, mark unscheduled time off, and indicate the amount of time you were tardy or absent. Available PTO may be substituted for time not worked in one (1) hour increments for hourly and four (4) hour increments for salaried employees.

Meal and Break Periods

Employees are given 1 hour unpaid lunch break that corresponds with their shift. Employees are required to clock out and clock back in responsibly. If you forget to clock in or out, it is your responsibility to write it down on the exception form located next to the time clock and have it signed by your supervisor. If you need to use the exception form, your supervisor MUST sign off on it on the day of the occurrence.

If your shift starts at 8 AM, you are expected to be clocked in and working by 8 AM. If your lunch break is at 12 PM, you are expected to work until 12 PM, then clock out for lunch and clock back in, and be ready to work by 1 PM.

Workplace Violence

It is the goal of Employer to maintain a work environment free from intimidation, threats or violent acts. To that end, Employer has adopted a zero tolerance policy regarding violence in the workplace. This includes, but is not limited to, intimidating, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind onto Company property, or any other act which, in management's opinion, is inappropriate in the workplace, or while performing work duties.

Employees who feel they have been subjected to any of the behaviors listed above are requested to immediately report the conduct or incident to their supervisor, regardless of who or what created the threat. Complaints will be fully investigated. Based upon the results, disciplinary action will be taken against the offender, if appropriate. If the threat was created by someone who is not an employee, Employer will also take what it considers to be appropriate action.

Employees who observe or have knowledge of any violation of this policy should immediately report it to their supervisor. Employer will take action when unforeseen events transpire and look to employees for support of this policy. Employees are expected to contact the proper law enforcement authorities without first informing management if they believe an imminent threat to the safety of themselves or others exists.

Damage to Company Property

Employees are responsible for damages occurring due to neglect or misuse of any tool, vehicle or equipment while on duty. Any equipment or property lost, stolen or missing while in possession of an employee (or the last employee to use that equipment or property) will be the responsibility of that employee and he/she shall be responsible for its replacement within reason.

Confidential Information and Nondisclosure

By continuing employment with Employer, employees agree that they will not disclose or use any of Employer's confidential information, either during or after their employment. Employer sincerely hopes that its relationship with its employees will be long-term and mutually rewarding. However, employment with Employer assumes an obligation to maintain confidentiality, even after an employee's employment terminates. Employees will be responsible for signing a Confidentiality and Non-Disclosure Agreement on the first day of employment.

Dress Code

Employees must be well groomed (e.g., men with facial hair; i.e., goatees or beards, must keep them well groomed), clean shaven, in uniform shirt and clean jeans with no holes. Employer provides uniform shirts for all full time employees. These shirts are to be worn during working hours. Each employee will be issued 11 shirts. If you would like company uniform pants, they will be provided. Please ask your direct supervisor or see your HR Representative. During summer months, certain staff is allowed to wear company-authorized shorts only. Weld staff is not allowed to wear shorts due to nature of work.

If there should come a time in which you leave the Company or are terminated, you are responsible to return all shirts and/or pants prior to receiving your final pay. If all shirts are not returned, a \$32.23 cost per shirt and pants shall be deducted from your final pay check, based on the Payroll Withholding Authorization form signed by the employee.

If you wish, laundry is provided free of charge for the upkeep on uniform shirts. If you choose not to use the laundry service, Employer requires that you wear a clean, neat shirt daily.

Use of Equipment

Shop employees must have their own welding helmet. Equipment owned by Employer may not be removed from the physical location of Employer — unless it is approved for a job that specifically requires use of Company equipment outside the physical facility.

Use of Company Vehicles

Employees required to leave the premises for business purposes must drive a Company vehicle (i.e., parts, bank, Post Office, etc.). No smoking is allowed in Company vehicles and no one other than the authorized employee shall be permitted to operate the vehicle. All employees will be required to sign a Driver Responsibility Acknowledgement Form and must be on the Designated Drivers List.

Use of Computer, Phone, and Email

Company property, including computers and email, are only for conducting Company business and belong solely to the Company. Confidential company information must not be shared outside of the company, without authorization, at any time. You also are not to conduct personal business using the company computer or email. Keep in mind that the company owns any communication sent via email or that is stored on company equipment. Incidental and occasional personal use of Company phones is permitted.

Personal Cell Phone Use

Any personal electronic device with the ability to receive and/or transmit voice, text, data messages, or access the internet, including but not limited to cell phones, MP3 players, I-pods, I-Pads, Kindles, Nooks, games, or any type of hands-free device, headphones and ear buds are not to be used during work hours and must be turned off and out of sight. It is recommended that electronic devices be left in your vehicle or locker. If you have a special circumstance and would like to make special arrangements, talk with your lead for possible approval. Improper use of electronic devices, continued use of electronic devices at inappropriate times or in ways that distract from work may result in disciplinary action, up to and including termination of employment. Electronic device usage for illegal or dangerous activity, for purposes of harassment, or in ways that violate the company confidentiality policy may result in employee termination.

Use of Internet

Employees are responsible for using the internet in a manner that is ethical and lawful. We have a zero tolerance policy for using the internet to view any inappropriate material and if anyone is caught viewing anything inappropriate, he/she will be terminated. Use of the internet must solely be for business purposes and must not interfere with employee productivity. If this policy is abused, disciplinary action will be taken, up to and including termination of employment.

Use of Computer Software

Employer does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the user's right to make a backup copy for archival purposes (Section 117).

If you require the use of software that is not available in our current system, it is up to your supervisor to determine whether it is necessary before downloading or purchasing. All company owned software is kept locked in the Company safe. Once you are issued a username and password, you are not permitted to change or share without written permission from your immediate supervisor.

Social Networking

All social networking, including the use of Facebook, LinkedIn, Twitter and other forms of networking, will not be allowed between managers and any employees they supervise. Social networking is not allowed during business hours. Nothing in this policy is designed to limit an employee's right to discuss terms and conditions of employment.

Personal Shipping

All personal shipping through UPS must be done by the IWS Shipping Department and paid for at the time of shipment. Shipping is charged to employee at 10% over cost, plus material cost. Ditch bucks and Truck bucks cannot be used. Cash and credit cards are accepted.

Personal Purchases

Employees will receive a 10% discount off any listed price on https://fishfighterproducts.com/, http://inventiveproductsinc.com/, and https://razorbackoffroad.com/ websites. To purchase a product, email the website, part number and quantity needed to payables@intheditch.com. Lead times on purchases will vary based on company lead times. Cash and credit cards are accepted. Ditch bucks and Truck bucks cannot be used.

Ditch Bucks and Truck Bucks

Ditch/Truck bucks have no cash value and cannot be redeemed for cash. Ditch/Truck bucks expire on December 31st of each year and do not roll over year to year (use it or lose it). Currency come in 10's, 20's, 50's and 100's. Ditch/Truck bucks cannot be transferred to another employee or used to purchase any products. Ditch/Truck bucks must be turned in to HR upon your two-weeks' notice to quit or if terminated.

Ditch/Truck bucks are exchanged for raffle tickets at the End of Year Party and for purchasing Company clothing at a dollar for dollar on MSRP. For example: to purchase a \$20.00 shirt, you can used \$20 Ditch/Truck bucks. To purchase a \$25.00 shirt, round up to the nearest dollar and use \$30 Ditch/Truck bucks. Paying for Company lunch: \$10 Ditch/Truck bucks or \$5 cash.

Smoke/Vape Free Workplace

Smoking or Vaping is not permitted in offices, Company cars or on/around Company equipment. Smoking and Vaping are allowed in outside designated areas only while on lunch or before/after work. Employer provides a smoke/vape-free workplace for the health and safety of its employees and customers. Smokeless tobacco is allowed. However, spitting smokeless tobacco and/or its juices in spittoons, trashcans, sinks, pavement, sidewalk or landscape beds is prohibited. The Company has a zero tolerance policy and violation of this policy will result in disciplinary action.

Drug-Free Workplace and Drug Testing Policy

Employer is committed to maintaining a drug-free and alcohol-free workplace. This policy applies to all prospective and current employees. The Company has zero tolerance for policy violations.

Types of Testing

Pre-Employment

All applicants whom the Company intends to hire for employment will be required to submit to drug and/or alcohol testing within 48 hours of receiving a conditional offer of employment from the Company as part of the application process. Any person applying for employment shall not be hired by the Company if the test result is positive for illegal drugs.

Reasonable Cause

The Company may require any employee to be tested for the use of drugs and/or alcohol if an employee shows signs of being impaired at work. Also, if an employee's physical appearance or pattern of behavior gives Company officials specific reason to believe that the employee may be under the influence of drugs or alcohol, the employee may be subject to a reasonable cause drug and/or alcohol test.

Random

All employees are subject to random testing. A random test is a test that is unannounced and results in every employee having an equal opportunity of being selected for testing done in accordance with a computer generated random selection. The random selection is done with no notice.

Post-Accident

Any employee involved in a work-related accident shall be tested for the use of illegal drugs and alcohol as soon as possible immediately following the accident. A work-related accident is any accident involving physical injury requiring medical attention or an accident involving property damage valued at \$2,000 or more.

Drug Testing and Confirmation

All specimens will be tested for the presence of illegal drugs. The Company reserves the right to test an employee for the presence of other drugs or alcohol if there is reason to believe the employee may be abusing or is under the influence.

Refusal

Any employee who refuses to be tested, or fails to provide a specimen or information as directed under the provisions of this policy, will be terminated by the Company.

Notification of Test Results

All test results will be received from the laboratory of St. Luke's Occupational Health Elmore and will be forwarded to the Company. In the event that the specimen tests positive for illegal drugs or alcohol, the Company will be notified of the employee's identity and the positive or negative test results. The test results will only be released to Company officials who are authorized to receive results.

Effects of Testing Positive

Any prospective employee who tests positive for the presence of illegal drugs will have their conditional offer of employment rescinded by the Company. Any current employee who tests positive for the presence of illegal drugs or alcohol will be terminated.

Alcohol and Substance Abuse

Any possession, purchase, distribution or use of illegal drugs (meaning those drugs for which there is no medically accepted use), drug paraphernalia or alcohol use by any employee at a job site, in a Company vehicle, on Company property or during work hours is strictly prohibited.

Furthermore, a driver may not consume drugs or alcoholic beverages within 8 hours prior to driving a Company vehicle or operating Company equipment, and in no case may be under the influence of drugs or alcohol while driving a Company vehicle. Evidence that an employee has violated this prohibition shall result in the employee being terminated from employment with the Company.

Prescription Medication

All employees are required to notify their supervisor or the Human Resources Department when they use prescription medication which contains a WARNING LABEL which states that the use of that particular medication may impair their ability to safely operate equipment or work in any type of safety sensitive position. Employees will be allowed to work while taking a prescription medication, as long as the medication will not affect the employee's ability to safely perform their job. If an employee is taking prescription medication that limits the employee's ability to perform their job safely, the Company will address the situation on a case-by-case basis.

DOT Drivers

Any employees of Employer that are drivers governed by the Department of Transportation (DOT) shall comply with the Company's DOT Driver Program.

Gifts

Advance approval from management is required before an employee may accept or solicit a gift of any kind from a customer or vendor. Employees are not permitted to give unauthorized gifts to customers or vendors without prior approval.

Internal Investigations

An employee who has been alleged to have committed a serious violation of Employer's policies may be suspended without pay pending an investigation of the situation. Following the investigation, the employee may be terminated even if no previous disciplinary action had been taken. During an internal investigation, employees are expected to cooperate and provide all known information about the matter under investigation. Failure to cooperate in a Company investigation, in and of itself, is the basis for discipline, up to and including termination of employment.

Outside Employment

If an employee takes an outside job, either for pay or as a donation of their personal time, it cannot be for a customer or a competitor of Employer. It is unacceptable for employees to work on their own if it competes or interferes in any way with the sales of products or services that Employer provides to its clients.

Employment Termination/Resignation

Voluntary Separation

If you plan to leave the Company, the Company expects you to provide your supervisor at least two weeks written notice. Supervisors/Managers are requested to provide thirty (30) days written notice.

Involuntary Separation

If it is determined by management that an employee's performance does not meet expectations, or if the employee violates a Company policy, employment with Employer will be terminated. Employees may also be terminated for any reason, or no reason, based on business circumstances.

Final Paycheck

If you are terminated, your check will be ready within ten (10) days or on the next regular pay day, whichever happens first, and will be mailed to you.

Any and all money owed to the Company will be withdrawn from your final paycheck, based on a signed Payroll Withholding Authorization.

Exit Interview

In a voluntary separation situation, Employer's Human Resources Department would like to conduct an exit interview to discuss the employee's reasons for leaving and any other impressions that the employee may have about the Company. Employees should contact the Human Resources Department immediately upon giving notice of their resignation to schedule the exit interview.

Return of Company Property

Any of Employer's property issued to employees, such as uniform shirts, equipment, or keys, must be returned to Employer at the time of termination. Employees will be responsible for any lost or damaged items. If items are not returned or are damaged, the estimated value will be deducted from your final paycheck.

COMPENSATION, TIMEKEEPING & PAYROLL

Hourly Employees (Non-exempt)

It is Employer's desire to pay wages or salaries that are competitive with other employers in the marketplace and in a way that will be motivational, fair, and equitable. Compensation may vary based on roles and responsibilities, individual and company performance, and in compliance with all applicable laws.

When an employee must correct mistakes in their work, the time must be treated as hours worked. The correction of errors, or "rework", is hours worked, even when the employee voluntarily does the rework.

Timekeeping Procedures and Overtime Pay

Employer is obligated to keep accurate records of all time worked by employees. Employees are required to clock out if they are leaving the premises for any reason, unless work related.

All hourly (non-exempt) employees must use the time clocks at the facility to record worked time. If an employee voluntarily comes in before their regular starting time or remains after quitting time, the employee will not be paid for such periods provided, of course, that the employee does not do any work during this time. Early or late punching is not hours worked when no work is performed. No off-the-clock work is permitted by Employer. Company timeclocks will have a grace period of 15 minutes before shift and 15 minutes after shift.

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour laws. When scheduled, non-exempt full-time hourly employees are required to work Monday – Friday, 8 hours per day, 40 hours per week. The workweek is Monday through Sunday. Overtime is paid at 1 ½ times the regular rate of pay after 40 hours worked during the workweek.

Example: If an employee works 34 hours in a pay period and takes one day of PTO or holiday pay at 8 hours for a combination of 42 hours in a work week, the employee would not receive 2 hours of overtime because 40 hours were not worked. The employee only worked 34 hours. The employee would be paid 42 hours at the employee's regular rate of pay.

All overtime work to be performed must receive the supervisor's prior authorization. There are no exceptions to this rule. The Company is required by law to pay overtime if it is accrued, but if it is not authorized by a supervisor, the employee will be written up or asked to take time off without pay to compensate. If an employee is written up for this occurrence, it will affect pay increases. It is the employee's responsibility to clock in and out at their required shift times. There are serious consequences if this policy is abused.

Each employee is issued 1 time badge at beginning of employment. If an employee loses his/her time badge, there will be a \$10.00 fee to replace it. If the time badge stops working, Company will replace it free of charge. If the employee leaves or is terminated from the company and does not return the badge, a \$10.00 fee will be charged and withdrawn from the employee's final paycheck.

Salaried Employees (Exempt)

Salaried employees who are exempt are required to work a minimum of 45 hours per week. If a salaried employee misses work for a day, for any reason, the employee will be charged eight (8) hours of PTO. If a salaried employee takes a half-day off, the salaried employee will be charged four (4) hours of PTO. If a salaried employee misses work for personal reasons and has no PTO available, the employee may take unpaid leave with permission from their supervisor and the Human Resources Department.

Performance Bonuses

Performance bonuses may be given to employees at the discretion of management. There are two factors that typically determine bonus availability and amounts: (a) Company performance—profits, and (b) personal performance. Time clock records and documented productivity play a role in assessing individual performance.

Payroll and Paydays

All employees are paid bi-weekly. The pay period begins on Monday and ends on Sunday every other week. All checks are distributed to employees by 5 pm on Friday every other week. Direct deposit is available for all employees.

Company Sponsored Training

We really believe in providing opportunities for personal development and from time to time, the company will offer free training opportunities before and after work shifts. These classes are offered by the company as a way to help employees learn new skills. Classes may include but are not limited to Lean Training, Leadership Training, Computer Training, Coaching, Mentoring, Public Speaking, etc. Since these classes are not a required company event, the employee will not be financially compensated for attending, classes are 100% voluntary attendance.

Performance Feedback

Employer wants to help employees to succeed in their jobs and to grow in their career. In an effort to support this growth and success, Employer may provide performance feedback to employees at any time. Performance feedback may be through a formal review process or through routine coaching. Employees are encouraged to be open to such feedback and adjust performance according to the feedback. In addition to performance feedback initiated by management, employees are encouraged to solicit feedback from co-workers and managers to promote skill development and organizational process improvement.

GROUP HEALTH AND RELATED BENEFITS

Employer offers a comprehensive benefits package for its employees. The total cost of benefits and other work-related necessities are shared by the Company and the employees. The following table explains which expenses the Company is responsible for and which the employee is responsible for.

| Benefit or Work-Related Necessity | Who is Responsible? |
|-----------------------------------|---------------------|
| Workers' Compensation | Company |
| Health Insurance | Company & Employee |
| 401(k) Plan | Company & Employee |
| Voluntary Dental | Employee |
| Voluntary Vision | Employee |
| Holiday Pay | Company |
| Uniform Shirts/Pants | Company |
| Work Gloves | Company |
| Coveralls | Employee |
| Safety Glasses | Company |
| Hand Tools | Company |
| Welding Helmet | Employee |

Health Insurance

All full-time employees will be eligible for health insurance. The Company will pay 50% of the premium for each eligible employee and 50% of the premium for each eligible dependent child. The employee is responsible for 100% of the premium for the spouse. The employee and qualified dependents become eligible to participate in the Plan the first of the month following 60 days, except for employees who are not regularly scheduled to work at least 30 hours per week. Your contributory cost is deducted from your paycheck one month prior to the effective date. The Summary Plan Description (SPD) contains more details about the medical plan. Employees can also make changes to coverage during health care open enrollment, which usually is in the month of November.

Voluntary Dental Insurance

All full-time employees will be eligible for voluntary dental insurance. The employee will pay 100% of the premium for employee, each eligible dependent child and/or spouse. The employee and qualified dependents become eligible to participate in the Plan the first of the month following 60 days, except for employees who are not regularly scheduled to work at least 30 hours per week. Your contributory cost is deducted from your paycheck one month prior to the effective date. The Summary Plan Description (SPD) contains more details about the dental plan. Employees can also make changes to coverage during open enrollment, which usually is in the month of November.

Voluntary Vision Insurance

All full-time employees will be eligible for voluntary vision insurance. The employee will pay 100% of the premium for employee, each eligible dependent child and/or spouse. The employee and qualified dependents become eligible to participate in the Plan the first of the month following 60 days, except for employees who are not regularly scheduled to work at least 30 hours per week. Your contributory cost is deducted from your paycheck one month prior to the effective date. The Summary Plan Description (SPD) contains more details about the vision plan. Employees can also make changes to coverage during open enrollment, which usually is in the month of November.

Rimco Inc. 401(k) Plan

All employees become eligible to participate in the 401(k) Plan when completing 60 days of service, 160 hours and attain age 18. Employees can enter the plan and start Elective Deferrals and Employer Matching Contributions on the first day of the calendar month following 60 days, if over 18 years of age. Employees can elect Pretax or Roth contributions. Employees may direct the investment of all Accounts in one or more of the available Investment Funds. Contributions changes can be made semi-annually on the first day of the Plan Year (January) and the first day of the seventh month (July) of the Plan Year. Employer Matching Contribution is 100% of employee's contributions up to 3% of their wages. Employee's are fully vested in their Elective Deferral, and Rollover Contribution. Employee's interest in the Employer Matching Account will vest based on Years of Service according to a 1-5 year graded vesting schedule (20% per year starting with one year of vesting service). Employees can receive distributions immediately after your employment terminates, normal retirement age (even if you are still working), after age 59-1/2, from the Rollover Contribution Account at any time, death, and disability.

Worker's Compensation

All employees are eligible for workers' compensation benefits paid by Employer. This coverage is automatic and immediate and protects employees from work-related injury or illness. If an employee cannot work due to a work-related injury or illness, workers' compensation insurance pays his or her medical bills and provides a portion of his or her income until he or she can return to work.

Unemployment Compensation

Unemployment insurance compensation is designed to provide a temporary income for those employees who are out of work through no fault of their own. Depending upon the circumstances, employees may be eligible for unemployment insurance compensation upon termination of employment with Employer, if the employee's separation is through no fault of the employee. The Idaho Department of Labor determines eligibility for unemployment insurance compensation. Employer pays the entire cost of this insurance program.

Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, employees are required by law to contribute a set percentage of their earnings to the trust fund from which benefits are paid. Employer is required to deduct this amount from each paycheck an employee receives. Employer also pays a portion of the Social Security on behalf of each employee.

Training and Professional Development

Employer encourages all interested employees to take advantage of continuing education and additional job specific training.

- All courses must be approved by a supervisor and the President of the Company.
- If an employee would like to attend an approved seminar or class that does not directly
 correspond with their job, they will be able to attend as an unpaid day of work and Employer
 will not be responsible for reimbursement of travel or meal expenses, unless specified
 otherwise by your supervisor.
- If an employee is asked to take a class that directly corresponds with their job, they will be able to attend as an 8-hour paid day of work.
- The time spent traveling to and from a class located in another city is considered work-time, except that Employer may deduct or not count the time the non-exempt employee would normally spend commuting to work.

If the class is located less than 100 miles one way, the employee is responsible for their transportation to and from the class. If the distance is more than 100 miles either way, the employees' supervisor may agree to provide transportation or pay mileage.

Company Travel - Trade Shows, Visiting Customers, or Sales Trips

If an employee is required to travel overnight, the trip will be planned between the employee and the supervisor to establish guidelines prior to departure. Hotel arrangements must be made and authorized prior to the trip and will be paid by Employer. The employee will be paid for an 8 hour day and one meal per day. Employee is responsible to fill out appropriate forms and have supervisor sign off.

Under circumstances where a non-exempt employee is required to attend and work at a trade show on a weekend after 40 hours have been worked, they will be paid overtime, per policy, and will generally not be asked to work more than 8 hours per day.

According to the U.S. Dept. of Labor, travel time spent away from home outside of regular working hours as a passenger on an airplane, train, bus, or automobile is not considered work time and will not be compensated. If travel time occurs within working hours, it will be paid at the regular rate of pay.

Nursing Mothers

If an employee is nursing a baby during the first twelve (12) months after delivery, the employee should advise the employee's supervisor or the Human Resources Department of the employee's plan to use a breast pump at work. The Company will designate private space for the employee to use for this purpose, and ensure that the employee has (unpaid) time available for this purpose.

TIME AWAY FROM WORK

Holiday Pay

All full-time employees are eligible for holiday bonus pay once they have worked with the Company for 6 months. Part-time employees are not eligible for Holiday Pay. Full-time employees will be paid 8 hours of holiday pay for each designated holiday. However, if an employee calls in sick or takes an unscheduled day off the day before or after the holiday, the holiday will not be paid. The exceptions to this rule are if the employee is ill and has submitted a doctor's statement and if the holiday falls during the employee's approved PTO period.

Scheduled Holidays

Employer recognizes the following holidays as paid holidays:

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

If an employee would like to request time off, that employee must submit a Time off Request Form to their supervisor at least one week in advance of the requested time off.

Paid Time Off

All full-time employees are eligible to accrue Paid Time Off ("PTO"), once they meet eligibility criteria (see Anniversary Date section for details on eligibility, Page 7). Part-time employees are not eligible for PTO. PTO hours accrue based on an employee's years of service. PTO is to be used for any absence from work, for any reason, such as family trips, a doctor appointment, bereavement, or illness. Hourly employees use PTO in one (1) hour increments. Salaried employees use PTO in four (4) hour increments. PTO is on a "use it or lose it" basis based on an employee's anniversary date. If the employee's benefit is not used by a year after an employee's anniversary date, it may not be used, carried over to the following year, or paid out. Employees are not allowed to take more than five (5) consecutive days off. If there are specific circumstances, approval can be made by supervisor, manager, or President. During company or production slowdown, there will be an exception to using PTO. It will be up to the employee to choose whether he/she wants to use PTO (if available) or to take unpaid time off.

Bereavement Leave

When a death occurs in an employee's immediate family, employees may request to take up to three (3) days off to attend the funeral or make funeral arrangements. This time off may be granted by the employee's lead. The Company may, in unusual circumstances, require verification of the need for the bereavement leave.

Immediate family members are defined as an employee's spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

All regular, full-time employees may request to take up to one (1) unpaid day off to attend the funeral of a close, non-family member. This time off may be granted by the employee's lead on a case-by-case basis.

Additional Time Off: The Company understands the deep impact that death can have on an individual or a family; therefore, additional unpaid time off may be requested. The employee may make arrangements with his or her lead for additional unpaid days off for the death of an immediate family member. This will depend on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased.

Individual employee circumstances may be discussed with the employee's lead and Human Resources to determine whether additional considerations are needed. It is the Company's intention to support employees during their times of grief and bereavement.

Jury Duty

Employer supports its employees in fulfilling their civic responsibilities to serve as jurors whenever possible. When an employee receives notification regarding upcoming jury duty, it is their responsibility to notify their direct supervisor and Human Resources within one business day of receiving the notice. The Company does not pay for time served in jury duty; however, employees may take the time off as unpaid, even if PTO hours are available.

Military Reserves or National Guard Leaves of Absence

Employees who serve in U.S. military organizations or state militia groups such as the National Guard may take the necessary time off to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. If the military employee has PTO hours available at the time of leave, he/she may choose to use the PTO hours for the military absence or have the absence be unpaid. Employees performing military duty of more than 30 days may elect to continue Employer sponsored health care for up to 24 months; however, they may be required to pay up to 102 percent of the full premium (moved to COBRA). For military service of less than 31 days, health care coverage is the same as if the service member had remained employed. Company will cover 50% and employee will cover the other 50% of the medical premium (or the agreed upon amount per employee chosen plan). If the employee has vision and/or dental, the employee is responsible to pay 100% of premium.

Family and Medical Leaves of Absence

The Company uses a rolling 12-month period measured backward for scheduling and taking FMLA leave. An employee who has had at least 1,250 hours of service during the previous twelve month period shall be entitled to a total of twelve workweeks of unpaid leave during any twelve-month period for one or more of the following reasons:

- 1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- 2. Because of the placement of a son or daughter with the employee for adoption or foster care.
- 3. In order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- 4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- 5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation.

In addition, employees needing leave to care for a military member may receive up to twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness resulting from military service, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

The employee shall give a thirty (30) day notice of request for leave or reasonable notice if thirty (30) days is impracticable, and shall provide proof of entitlement to the leave. The entitlement to leave for a birth or placement of a son or daughter shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Leave shall not be taken intermittently or on a reduced leave schedule unless the employee and his/ her supervisor agree otherwise or unless it is medically necessary.

Accrued PTO will be used during this leave period for pay purposes, and the balance of the leave time shall be without pay. All terms of this section shall be interpreted in accordance with the Family and Medical Leave Act of 1993 (FMLA), and supporting regulations.

During a period of family or medical leave, an employee will be retained on Employer's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the Company for payment of health insurance premiums during the family leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his or her job or circumstances beyond the employee's control.

During the leave, an employee is not entitled to the continued accrual of any seniority or employment benefits that would have accrued if the employee had not taken leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began. An FMLA leave period will not be counted as a break in service for purposes of vesting or eligibility to participate in benefit programs.

When required by law, an employee eligible for family and medical leave will be restored to his or her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Company cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by Employer.

If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, notification must be given to the employee's supervisor at least five (5) working days prior to the employee's planned return.

The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the Human Resources Department. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period.

Uniformed Services Employment and Reemployment

As an Equal Opportunity Employer, Employer is committed to providing the basic employment and reemployment services and support as set forth in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Unpaid Leaves of Absence

Based on extenuating circumstances, the Company may grant an employee an unpaid leave of absence. If an employee is not eligible for any other form of leave or has exhausted all other available leave benefits, the employee should consult with the Human Resources Department to discuss an unpaid leave of absence. The Company may grant or deny such a request, in its sole discretion.

EMPLOYEE COMMUNICATIONS

Open Communication

Employer encourages its employees to discuss any issues they may have at work with the co-worker the employee is having issues with. If a resolution is not reached, employees should arrange a meeting with their direct supervisor. If the concern, problem, or issue is not properly addressed or involves their direct supervisor, employees should contact the Human Resources Department. Any information discussed in an open communication meeting is considered confidential to the extent possible while still allowing management to respond to the problem. Retaliation against any employee for appropriate usage of open communication channels is unacceptable.

Company Internal Website

Employer has a company-wide internal website accessible through any internal computer, which may provide organizational announcements, news/events, and discussions about specific topics. The employee is responsible for reading necessary information posted on the internal website.

Solicitation and Distribution of Materials

Solicitation of employees by anyone for any purpose not related to Employer's business is strictly prohibited, other than solicitations for not-for-profit and personal matters through the Company's intranet. No other solicitation or distribution of materials is permitted on Company property.

Suggestions

Employer encourages all employees to bring forward their suggestions and good ideas about making our Company a better place to work and enhancing service to our customers. Any employee who sees an opportunity for improvement is encouraged to talk it over with management. Management can help bring ideas to the attention of the people in the organization that will be responsible for possibly implementing them. All suggestions are valued and may be rewarded.

Closing Statement

Successful working conditions and relationships depend upon successful communication. It is important that employees stay aware of changes in procedures, policies, and general information. It is also important to communicate ideas, suggestions, personal goals, or problems as they affect work at Employer.

Employer values each employee's contributions and welcomes the opportunity to grow the Company together!

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EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Company Employee Handbook, and I do commit to read and follow these policies.

I am aware that if, at any time, I have questions regarding Employer's policies I should direct them to my manager or the Human Resources Department.

I understand that Employer's policies and other related documents do not form a contract of employment and are not a guarantee by Employer of the conditions and benefits that are described within them. Nevertheless, the provisions of the Employee Handbook are incorporated into this Acknowledgment, and I agree that I shall abide by these provisions.

I acknowledge that I am an at-will employee of Company. As such, I may be terminated for any reason or no reason whatsoever, so long as my termination does not violate a governing law.

I also am aware that Company at any time, may on reasonable notice, change, add to, or delete any provision of this Employee Handbook.

In the event my employment shall terminate, either voluntarily or involuntarily, I hereby authorize the Company to withhold from my final pay the cost of the uniform shirts (\$32.23 each), office shirt (\$20.00 each), time badge (\$10.00), additional equipment (i.e. cell phone) or keys that were issued to me and not returned. I represent that this authorization is executed voluntarily and has not been made as a condition of my continued employment.

| Employee's Drinted Name | Desition | |
|-------------------------|----------|--|
| Employee's Printed Name | Position | |
| | | |
| | | |
| Employee's Signature | Date | |

PHOTO RELEASE FORM

I hereby grant the Company permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Company and will not be returned.

I hereby irrevocably authorize Company to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge Company from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

| Print Name: | |
|--|--------------------------------|
| Signature: | Date: |
| lf under 18, both parent's must sign individ | lually and as parent/guardian. |
| Parent Signature: | Date: |
| Parent Signature: | Date: |

CONFIDENTIALITY, NONDISCLOSURE AND INVENTION OWNERSHIP AGREEMENT

IT IS UNDERSTOOD AND AGREED by the undersigned EMPLOYEE:

- 1. That INVENTIVE, LLC (hereinafter referred to as EMPLOYER) has certain trade secrets and other confidential and proprietary information relating to the field of TOWING, HOISTING, TOW TRUCKS and related accessories of which EMPLOYER is the exclusive OWNER or is an authorized licensee, for which patents may or may not have been applied for (hereinafter collectively called the CONFIDENTIAL INFORMATION).
- 2. The CONFIDENTIAL INFORMATION is a trade secret and the confidential property of EMPLOYER or EMPLOYER's licensor and EMPLOYER intends to maintain the confidential status thereof. That disclosure of the CONFIDENTIAL INFORMATION to undersigned is made in confidence and only for the specific limited purposes outlined in this Agreement.
- 3. That EMPLOYEE ______(hereinafter referred to as EMPLOYEE), in consideration of the disclosure of the Confidential INFORMATION to EMPLOYEE, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees:
 - (a) That EMPLOYEE will use the disclosure solely for the purpose of assisting EMPLOYER in the research and development of inventions, discoveries, and improvements related to the business of EMPLOYER;
 - (b) That EMPLOYEE expressly understands and agrees that any and all inventions, discoveries, and improvements made by EMPLOYEE, either alone or jointly with EMPLOYER, which are directly related to the disclosure of CONFIDENTIAL INFORMATION hereunder or arising out of the employment of EMPLOYEE by EMPLOYER, shall be the property of EMPLOYER and that EMPLOYEE will execute documents reasonably required to establish EMPLOYER's title to any such inventions, discoveries or improvements hereunder and EMPLOYEE will assign any patent applications and patents that relate to the inventions, discoveries, and improvements which are directly related to the disclosure of CONFIDENTIAL INFORMATION hereunder or arising out of the employment of EMPLOYEE by EMPLOYER;
 - (c) That EMPLOYEE will not now or at any future time, without EMPLOYER's prior written consent, utilize the CONFIDENTIAL INFORMATION except for the purposes set forth in (a) and (b) above;
 - (d) That EMPLOYEE will not disclose the INFORMATION to any third party;
 - (e) That EMPLOYEE will take all appropriate measures, including such measures as EMPLOYER may reasonably request, to safeguard the CONFIDENTIAL INFORMATION from loss, theft, or disclosure to unauthorized persons;
 - (f) That EMPLOYEE will not make any copy of the Confidential INFORMATION or reduce a description thereof to writing except as may be necessary for the purposes set forth in (a) and (b) above; and
 - (g) That EMPLOYEE will not use such CONFIDENTIAL INFORMATION for the separate benefit of EMPLOYEE apart from the EMPLOYER benefit or the benefit of a third party.

- 4. Notwithstanding anything to the contrary set forth herein, the disclosure of the CONFIDENTIAL INFORMATION will not be considered improper and EMPLOYEE shall be under no obligation to maintain confidential any information which EMPLOYEE can show by documentation:
 - (a) was in EMPLOYEE's possession at the time of first employment by EMPLOYER and was not acquired, directly or indirectly, from EMPLOYER;
 - (b) was acquired by EMPLOYEE from another who had no confidential commitment to EMPLOYER with respect to same and did not acquire such information, directly or indirectly, from EMPLOYER; or
 - (c) becomes, through no fault of EMPLOYEE, a part of the public domain by publication or otherwise.
- 5. All drawings, prints, data, equipment, components, prototypes, or other documents furnished by EMPLOYER to EMPLOYEE shall remain the exclusive property of EMPLOYER and same shall be deemed loaned to EMPLOYEE only for the limited purposes specified herein.
- 6. Nothing contained in this Agreement or any disclosure hereunder made by EMPLOYER shall be construed as granting to EMPLOYEE or to any other party any license or other right in or to the information so disclosed or to any copyright, patent or patent applications relating thereto and except as set forth in paragraph 3(b) above, neither EMPLOYER nor EMPLOYEE shall be deemed to have assumed any obligation to enter any other agreement with the other.
- 7. Unless otherwise preempted by Federal Law, the laws of the State of Idaho shall apply to all matters relating to this Agreement.

| IN WITNESS WHEREOF, the EMPLO | YEE hereto has executed this agreement on this |
|--|---|
| day of | |
| AGREED: | CONFIRMED: |
| EMPLOYEE (Signature) | EMPLOYER (Signature) |
| By: (Printed or typed name of employee) | By:(Printed or typed name and title of person authorized to sign on behalf of Employer) |