Congratulations on joining the Duffy's family! Your qualifications and experience stood out from the crowd, and I would like to personally welcome you as one of our newest Team Players!

We are excited that you accepted this position to be a part of Florida's #1 sports grill and home to the best burgers, beer, and wings. We know you will be a great fit to reach our mission to provide the best-in-class *Quality* and *Value* to our guests with consistent *Fast, Simple, and Friendly* service while inspiring loyalty in our communities and driving sales.

Duffy's Sports Grill is a fun, fast-growing restaurant company where every Team Player is integral to our success. In this handbook, you will find resources and guidelines to reach our goals and vision together—everything from policies to benefits and more.

Duffy's has been family-owned and operated for over 35 years and grown to 33 locations across Florida. We pride ourselves on great service and fresh, locally sourced ingredients.

At Duffy's, we believe that to have happy and loyal guests, we must have happy and loyal Employees. Please reach out to anyone if you feel there is something that would enhance your work experience. We hope today is the first step in a long and fruitful career with Duffy's. Welcome to the team and the family!

Sincerely,

Joe Webb

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1.1 CORPORATE BELIEFS:

I. We are here to serve our best.

- Serve top quality food with a high value
- Serve fast and friendly
- Serve with purpose, integrity, and intention
- Serve to make “memorable” experiences
- Serve a clean and safe environment
- Serve each other as Team Players

- II. We are committed to our unified Mission.

- III. We treat our Team Players ethically, respectfully and provide safe, fun working environments free of discrimination or harassment of any kind.

- IV. We are sales obsessed through our commitment to our Corporate Beliefs. We can always do better than the day before.

- V. We are proud to take responsibility and accountability for our work. We are all responsible for continual professionalism, respect, sales improvement, and profitability.

1.2 ABOUT THIS CORPORATE OFFICE HANDBOOK:

This Team Player Handbook for Duffy's Sports Grill contains current company policies and their respective guidelines. These policies are current as of their published date. They are intended for general reference and may be changed or updated from time to time. New policies may be added and current policies may be withdrawn or amended at the sole discretion of Duffy's Sports Grill. All policies will be posted on the Home of Training website and on the SNAG onboarding website, also known as PeopleMatter. It is the responsibility of all Employees to remain updated on current policies. You are encouraged to check the website for updates and to coordinate with your Supervisor or the Human Resources department when you have questions regarding this Handbook.

For purposes of this Handbook, the term "Employee" refers to all Team Players, Managers, Regional Managers Directors, Vice Presidents/President, and members of the Corporate Office.

We have prepared this Handbook to assist you in finding the answers to many questions that you may have regarding your employment with Duffy's Sports Grill. Please take necessary time to read it.

1.3 ACKNOWLEDGMENT AND RECEIPT:

I agree to comply with the guidelines and policies set forth in the Handbook and any other guidelines or policies established by Duffy's Sports Grill during my employment.

In addition, I understand and agree that my employment is "at-will" for an indefinite period and may be terminated by Duffy's Sports Grill or myself at any time with or without cause or advance notice, provided such termination does not violate local, state, or federal laws.

Periodically, it may be in the best interest of Duffy's Sports Grill to terminate Employees on either an individual basis or during a reduction of the workforce. Duffy's Sports Grill will make these decisions at its sole discretion. In a like manner, any Employee may elect to terminate his or her employment with Duffy's Sports Grill at any time.

No Manager or other representative of Duffy's Sports Grill other than the President, Director of Human Resources, or Outside Counsel has any authority to make any statement or provide any assurance of job security, a fixed term of employment, or continued employment to applicants or to any Employee.

I also understand that confidentiality is an important aspect of the Duffy's Sports Grill work environment and that all information that is not generally known or readily ascertainable by the public must be always treated confidentially. I am aware that during my employment confidential information will be made available to me (e.g., Duffy's Sports Grill processes, financial, and other related information). I understand that this information is critical to the success of Duffy's Sports Grill and I agree not to disseminate or use it outside of my employment. I also understand that any intellectual property that originates from or that I may develop while

employed at Duffy's is the property of Duffy's Sports Grill and shall remain the exclusive property of Duffy's Sports Grill.

I understand that Duffy's Sports Grill has video cameras on their premises and that I will be recorded. I hereby give Duffy's Sports Grill consent to record, videotape, and photograph my image and/or voice. I further understand that no special compensation or advance notice will be provided to me for use of my image.

In the state of Florida, Employees have various rights and remedies related to the contents of their personnel files. This law outlines your rights and the remedies that may be available to you if it is determined that Duffy's Sports Grill has not acted in good faith in complying with the provisions of this law. Information on the law regarding access and rights to your personnel file can be given to you by contacting the Human Resources department.

Finally, I understand that the Handbook does not constitute a contract of employment and that Duffy's Sports Grill may change, revoke, interpret, or add to any of the policies or guidelines described in the Handbook at any time, at its sole discretion, with or without prior notice. I understand that the updated policies may be available on Duffy's Sports Grill Home of Training website or from the Duffy's Sports Grill Human Resources department. It is my responsibility to review this Handbook, as well as all other policies and rules of Duffy's Sports Grill, and to comply with them.

_____

Employee Name (please print):

_____

Employee Signature:

Date:

GENERAL EMPLOYMENT POLICIES

2.1 EMPLOYMENT AT WILL POLICY:

This Team Player Handbook is not intended to create a contractual relationship, either implied or explicit, between an Employee and Duffy's Sports Grill. Continued employment is "at will." Continued employment is not guaranteed, and employment may be terminated by the Employee or Duffy's Sports Grill at any time, with or without cause, and with or without notice. While Employees are free to resign at any time for any reason, they must provide appropriate notice to be eligible for certain benefits as outlined in this Handbook.

Duffy's Sports Grill reserves the right to make changes to this Team Player Handbook at its sole and absolute discretion, and with or without prior notice. Nothing that is indicated elsewhere in this Handbook or that is said by any member of Management or other Employee will change or nullify the "at-will" nature of employment with Duffy's Sports Grill. By accepting employment and continuing to work for Duffy's Sports Grill, the Employee agrees to the "at-will" nature of the employment relationship.

2.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY:

Duffy's Sports Grill complies with all applicable laws governing equal employment opportunities (EEO). This policy extends to all applicants and Employees and to all aspects of the employment relationship, including but not limited to recruiting, hiring, promotion, transfer, and compensation.

Specifically, Duffy's Sports Grill is committed to providing equal employment opportunities for all qualified persons without regard to race, color, age, religion, sex, marital status, sexual preference, gender identity, gender identity expression, national origin, citizenship, public assistance status, veteran status, the presence of any sensory, mental, or physical disability, pregnancy and childbirth, genetic information, or any other reasons prohibited by applicable law, regulations, or ordinances relating to discrimination in employment.

GUIDELINES:

Duffy's Sports Grill recognizes the value of maintaining positive business and personnel practices. All Employees are responsible for supporting the Equal Employment Opportunity (EEO) policy.

All decisions pertaining to employment, recognition, demotion, promotion, transfer, recruitment, layoff, termination, training, and Employee rates of pay will be made without regard to race, color, age, religion, sex, marital status, sexual preference, gender identity, gender identity expression, national origin, citizenship, veteran status, the presence of any sensory, mental, or physical disability, pregnancy and childbirth, genetic information, familial status, or any other characteristic protected by local, state, and federal laws.

Duffy's Sports Grill will take affirmative efforts to ensure that all employment practices are free from unlawful discrimination.

Duffy's Sports Grill prohibits any form of unlawful retaliation against Employees who make complaints regarding discrimination. Retaliation against any individual for reporting harassment, discrimination, or other inappropriate conduct or for participating in an investigation into such claims is a violation of this policy, and any individual engaging in retaliation will be subjected to disciplinary action up to and including discharge. Acts of retaliation shall be reported immediately to the Duffy's Sports Grill Human Resources department and will be promptly investigated and addressed as appropriate.

2.3 REPORTING AN INCIDENT OF DISCRIMINATION OR RETALIATION:

Duffy's Sports Grill encourages the reporting of all perceived incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe they have been subjected to such conduct should discuss their concerns with their immediate Manager or, alternatively, with any member of the Human Resources department.

2.4 COMPLAINT PROCEDURE:

Duffy's Sports Grill encourages the immediate reporting of complaints or concerns so that prompt and appropriate action can be taken. Managers who receive such complaints must report them immediately to the Human Resources department.

Any reported allegations of harassment, discrimination, inappropriate conduct, or retaliation will be investigated promptly by the Human Resources department, and when appropriate, in consultation with Duffy's President, Outside Counsel's office, or other outside persons. Based on the facts, Duffy's Sports Grill will take appropriate corrective action up to and including discharge. Such corrective action may also include, but is not limited to, training, referrals to counseling, and disciplinary action such as a written warning, reassignment, or temporary suspension (with or without pay).

Duffy's Sports Grill is an equal opportunity employer and complies with applicable state and federal fair employment practices laws. Duffy's Sports Grill does not discriminate against Employees, applicants, or guests because of race, color, religion, national origin or ancestry, age, past or present disability, sex, sexual orientation, or any other characteristic protected under applicable state and federal laws.

2.5 UNLAWFUL DISCRIMINATION AND HARASSMENT POLICY:

Duffy's Sports Grill prohibits the discrimination and/or harassment of any Employee based on race, color, national origin, sex, religion, age, physical or mental disability, or any other personal attribute protected by federal, state, or local law. Anyone found violating this policy will be subject to disciplinary action, which may result in the termination of employment.

While it is not easy to define what harassment is, examples include electronic or verbal messages (including improper joking or teasing) or physical conduct that denigrates or shows hostility and/or aversion toward an Employee because of his or her race, color, national origin, sex, sexual orientation, religion, age, physical or mental disability, or any other personal attribute protected by federal, state, or local law. Examples of sexual

harassment may include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars, or posters, sending sexually explicit e-mails, text messages, or voicemails, and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, the conduct can also include sexual joking, vulgar or offensive conversation or jokes, commenting about an Employee's physical appearance, conversation about your own or someone else's sex life, teasing, or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Because it is sometimes difficult to predict what conduct or comments may be "unwelcome," Employees must avoid all such conduct and comments and always behave in a professional and socially acceptable manner.

2.6 SEE SOMETHING, SAY SOMETHING:

Duffy's Sports Grill Corporate Staff is expected to report misconduct of any kind that is observed while in the restaurants to the Human Resources department.

What information should I report?

- **Who** or **what** you saw
- **When** you saw it
- **Where** it occurred
- **Why** it's suspicious

Misconduct includes behavior not appearance and does not include factors such as race, ethnicity, gender, religion, national origin, sexual orientation, or gender identity.

To support this commitment, Duffy's Sports Grill will regularly inform Team Players and Management of our policies through all available means of communication.

2.7 HOW TO REPORT A VIOLATION OF POLICY:

The following steps have been put into place to ensure that our work environment is professional and free of discrimination and/or harassment. If any Employee believes that someone has violated this policy (whether that person is a co-worker or a superior), the Employee must bring the matter to the immediate attention of his or her Manager—or, in instances where this would be inappropriate or impractical, to Duffy's President or Director of Human Resources. Duffy's will promptly investigate the facts and circumstances of any claim of alleged discrimination and/or harassment. To the extent possible, Duffy's Sports Grill will endeavor to keep the complaining Employee's concerns confidential. Management has a responsibility to immediately alert the Regional Director of Operations and/or the President of any reports of harassment or discrimination.

2.8 CONSEQUENCES OF VIOLATING POLICY:
Upon completion of the investigation, Duffy's Sports Grill will take corrective measures and may impose disciplinary action against any person or persons who engaged in the conduct that violated this policy. The disciplinary actions may include, but are not limited to, counseling, suspension, or termination of employment. Anyone, regardless of position or title, who Duffy's Sports Grill determines has violated this policy will be subject to discipline up to and including termination of employment.

2.9 NO RETALIATION FOR REPORTING VIOLATION OF POLICY:
No Employee will be subject to, and Duffy's Sports Grill prohibits, any form of discipline or retaliation for reporting or pursuing, in good faith, any incidents of sexual harassment, discriminatory action, or cooperation in the investigation of such reports. Any Employee who believes they are a victim of retaliation should promptly report the incident as described in this policy to the Human Resources department.

2.10 AMERICANS WITH DISABILITIES ACT POLICY:
Duffy's Sports Grill is committed to complying with the Americans with Disability Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities, which is extended to both applicants and Employees.

All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodation will be made to all qualified disabled individuals if their disability affects the performance of the essential job functions of the position unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Duffy's Sports Grill is also committed to ensuring that no discrimination is incurred by qualified Employees because they are related to or associated with a person with a disability.

2.11 NEPOTISM/EMPLOYMENT OF RELATIVES POLICY:
Duffy's Sports Grill believes that it is in the best interests of the organization and its Employees to keep business and professional relationships separate from personal and family relationships.

GUIDELINES:
Duffy's Sports Grill reserves the right not to employ relatives, spouses, or two individuals involved in or living together in a relationship that is essentially equivalent to marriage, except in the following circumstances: (1) where neither Employee will supervise, appoint, remove, or discipline the other; (2) where neither party will evaluate the work of the other; and (3) where the working relationship will not create a real or apparent conflict of interest or the appearance of favoritism in the opinion of Management.

If two (2) Employees, who work in the same restaurant/department or supervise each other, develop a spousal relationship, or begin living together or become engaged in a close relationship that may create a real or apparent conflict of interest or the appearance of favoritism, one (1) of the two (2) Employees may be transferred. If no suitable position is available, one of them may be discharged. The decision as to which

Employee will be transferred or discharged will be at the sole discretion of Duffy's Sports Grill.

For purposes of this policy, "relative" includes spouses, domestic partners (same or opposite sex), siblings, parents, stepparents, children, stepchildren, grandparents, grandchildren, nieces, and nephews. As an Employee of Duffy's Sports Grill, you have a responsibility to notify your Supervisor and or the Human Resources department of such a relationship.

2.12 EMPLOYMENT ELIGIBILITY VERIFICATION (I-9) POLICY:

Duffy's Sports Grill is committed to employing only people who are legally authorized to work in the United States. Duffy's Sports Grill prohibits discrimination in employment decisions against individuals, either U.S. citizens or legal aliens, because of their citizenship, marital status, race, color, age, sex, sexual preference, religion, veteran's status, national origin, the presence of a sensory, mental, or physical disability, or any other characteristic protected by local, state, and federal laws.

GUIDELINES:

Because we comply with the Immigration Reform and Control Act of 1986, every new Employee at Duffy's Sports Grill is required to complete the Employment Eligibility Verification Form I-9 and provide documents that prove their identity and employment eligibility. Duffy's Sports Grill keeps a Federal Form I-9 for each new hire on file through the onboarding website PeopleMatter.com, which shows the necessary documents have been verified.

If you leave Duffy's Sports Grill and are rehired, you must complete another Form I-9 if the previous I-9 on file at Duffy's Sports Grill is more than three (3) years old, or if the original I-9 is no longer accurate, or if Duffy's Sports Grill no longer has the original I-9.

If you have questions or want additional information on immigration laws, contact the Human Resources department.

2.13 EXEMPT/NON-EXEMPT POLICY:

Duffy's Sports Grill will provide proper due diligence regarding the Fair Labor Standards Act (FLSA) classification of our Employees. This is important for administering salaries, determining eligibility under Duffy's Sports Grill Employee benefits plans, and complying with employment and tax laws.

All Employees—whether full-time or part-time—are classified as either exempt or non-exempt for overtime and minimum wage requirements.

Duffy's Sports Grill classifies each position as exempt or non-exempt:

- Exempt Employees are Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA). These exemptions include, but are not limited to, executive, administrative, professional, outside sales representatives, or certain computer professionals, as defined under the Fair

Labor Standards Act. Exempt Employees are not subject to federal overtime requirements.

- Non-exempt Employees are paid at an hourly rate for each hour worked and will receive additional compensation at the rate of one-and-one-half times their regular hourly rate for all time worked over forty (40) hours in a work week (Monday through Sunday). All overtime hours must be scheduled and approved in advance by the Employee's Manager.

2.14 OVERTIME COMPENSATION:

Duffy's Sports Grill pays overtime and minimum wage compensation in accordance with the Fair Labor Standards Act (FLSA) and Florida state law. Non-exempt Employees are subject to the provisions of the Fair Labor Standards Act and are paid overtime for hours worked more than 40 hours in a work week at one-and-one-half times their regular rate of pay for all hours worked. Paid time off (PTO), holiday, and sick time hours are not considered hours worked. The normal work week for the calculation of overtime begins at 12:00 AM Monday and ends at 11:59 PM Sunday.

Non-exempt Employees may be required to work overtime at the discretion of their Supervisor. Overtime must be approved in advance and documented by the Employee's immediate Supervisor. No Supervisor is authorized to require Employees to work, including overtime, without being properly paid.

A non-exempt Employee who works overtime without prior approval may be subject to disciplinary action, however, they will still receive the overtime compensation rate for the excess hours in which they worked.

Duffy's Sports Grill Employees who are classified as "exempt" from the minimum wage and/or overtime requirements of the Fair Labor Standards Act (FLSA) are not subject to salary deductions due to variations in the quality or quantity of the work performed. These Employees will receive, subject to certain limited exceptions and permitted deductions set forth below, their full salary for any week in which the Employee performs work, without regard to the number of days or hours worked by the Employee. Duffy's Sports Grill will not make any deductions from these individuals' predetermined salary for absences caused by Duffy's Sports Grill or its operating requirements.

2.15 PERMITTED DEDUCTIONS:

There are certain circumstances, however, where Duffy's Sports Grill is legally permitted to make deductions to an exempt Employee's salary. The following is a list of circumstances under which deductions may occur pursuant to Duffy's Sports Grill's policies permitted under the FLSA.

- An exempt Employee who is absent from work for one or more full days for personal reasons, other than for sickness or disability, will use and/or exhaust all remaining PTO available to them. If there is no PTO available, the Employee will have such time off deducted from the salary otherwise due.
- An exempt Employee who is required to serve on jury duty may have deductions made from his or her salary in amounts equal to the amount received by the Employee from the government for jury service.

- An exempt Employee who is suspended for one or more full days because of a violation of a safety rule of major significance will incur a salary deduction for the day(s) the Employee is suspended.
- An exempt Employee who is subject to other unpaid disciplinary suspensions of one or more full days for violation of a workplace conduct rule (such as a violation of Duffy's Sports Grill anti-discrimination/anti-harassment policy) will incur a salary deduction for the day(s) the Employee is suspended.
- An exempt Employee who works only a partial week during their first or last week of employment will only receive compensation for the days worked during that first or last week of employment.
- An exempt Employee who is absent for one or more full days after having used all the available paid time off in accordance with Duffy's Sports Grill policies will incur a salary deduction for the day(s) the Employee is absent.
- An exempt Employee who takes unpaid leave (including intermittent leave or leave of less than a full day) under Duffy's Sports Grill Family and Medical Leave Act policy will incur a salary deduction for the leave time taken off.
- Any other circumstance permitted by applicable law.

Duffy's Sports Grill policy does not permit any payroll deductions unless approved by the Human Resources department, and all deductions made from any exempt Employee's salary will be made in good faith and in compliance with applicable law. No Supervisor or other Employee of Duffy's Sports Grill has the authority to order any deductions from an exempt Employee's compensation without the approval of the Human Resources department.

In the event you believe that there has been an improper deduction from your compensation pursuant to this policy, you must contact Human Resources immediately. Duffy's Sports Grill encourages and expects its Employees to immediately report any suspected improper deduction.

All complaints of improper deductions will be investigated. After the investigation is completed and a determination is made regarding the reported deduction, the determination will be communicated to the Employee who reported the deduction. If Duffy's Sports Grill determines that an improper deduction has occurred, it will provide the Employee with payment for the previously deducted amount. Such payment will be reflected in the Employee's paycheck following the determination of an improper deduction.

2.16 BREAKTIME FOR NURSING MOTHERS:

Any Employee who is breastfeeding her infant will be provided reasonable break times to express breast milk for her baby. Please notify your Manager or the Human Resources department of this need and Duffy's Sports Grill will provide a private room to be used for such purpose. Employees granted access to this room will be issued a door-hanger to be used on the outside of the closed door. When this door-hanger is present, privacy is expected and knocking or otherwise interrupting the room's occupant is not permitted.

It is expected that each nursing mother will provide her own equipment for expressing milk, including breast

pumps and containers, in addition to a cooler or other device for refrigerating the milk. Nursing mothers are also welcome to use the refrigeration at each location. This must be a designated Employee cooler per health department rules and regulations. Your Manager can direct you as to where to store the milk.

Breaks of more than 20 minutes in length will be unpaid, and the Employee should indicate this break period on their time record.

2.17 ANTI-RETALIATION POLICY:

In the interest of providing its Employees with confidential, non-threatening alternatives for registering their concerns without fear of retaliation, Duffy's Sports Grill will not tolerate retaliation against anyone for stepping forward in good faith with a concern, complaint, or grievance.

A Supervisor or Employee may not retaliate against Employees in any way for registering a concern or complaint. Retaliation, in the context of this policy, is an adverse employment action against an Employee because the Employee has lodged or supported a complaint. Examples of strictly prohibited retaliatory action include (1) disciplining, changing the work assignment of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with any Employee because that Employee has registered a complaint, or (2) intentionally pressuring, falsely denying, lying about, or otherwise covering up or attempting to cover up conduct described in the complaint.

Examples of concerns or complaints include, but are not limited to:

- Safety concerns (i.e., OSHA complaints)
- Unlawful harassment or discrimination complaints, including sexual harassment
- Cooperation in a harassment or discrimination investigation
- Use of Employee relations/Human Resources counseling

All Duffy's Employees are expected to comply with this policy. Should any Supervisor or Employee act contrary to this anti-retaliation policy, she/he/they may be subject to disciplinary action up to and including termination.

Any implication or threat of retaliation because an Employee has voiced a complaint should be brought to the immediate attention of the Human Resources department.

2.18 FIRES AND EMERGENCY POLICY:

Exits, fire extinguishers, and first aid kits are situated appropriately at each Duffy's location and all Employees are expected to familiarize themselves with these items in the event of an emergency.

We are protected against fire by safety equipment, but it is essential that Employees know the location of all exits and fire extinguishers. In the event of an evacuation, proceed in a calm and orderly manner and assist guests in exiting. Follow the instructions of your Manager.

2.19 GENERAL SAFETY RULES POLICY:

All Employees are expected to abide by safe work practices and adhere to general safety rules to ensure their safety as well as the safety of coworkers.

- Use common sense in performing duties
- Employees must report any unsafe conditions immediately
- If you see something, say something by coming forward to report suspicious activity
- Use stepstools, platforms, or ladders for climbing; never use chairs

We ask you to be careful and do your best to prevent accidents. Watch your step on slippery floors. Disconnect equipment prior to cleaning it. When using knives or equipment blades, pay attention to what you are doing and do not touch the blades. Chainmail cut gloves must be worn on both hands anytime an Employee is using a blade, punch, or dicer. To prevent back injuries, always lift heavy objects by bending your knees and keeping your back straight. Anytime a keg needs to be replaced, removed, or maintained, two Employees must be present. All Employees are required to wear "Shoes for Crews" or other approved slip-resistant shoes as part of their uniform.

It is your responsibility to report all accidents or unsafe conditions immediately to the Manager on duty.

2.20 STAFFING, SELECTION, AND ADVANCEMENT OPPORTUNITIES POLICY:

The recruitment and selection of applicants and the transfer and promotion of Employees shall be based on the individual's knowledge, abilities, skills, experience, education, training, and/or other bona fide occupational qualifications. Duffy's Sports Grill does not discriminate in employment opportunities or practices based on race, color, religion, sex, age, disability, national origin, citizenship, gender identity or expression, marital or familial status, genetic information, sexual orientation, veteran status, political affiliation, or any other characteristic protected by law. To provide equal employment and advancement opportunities to all individuals, Duffy's Sports Grill is committed to attracting diverse pools of applicants and making employment decisions based solely on merit, qualifications, skills, and abilities.

Duffy's Sports Grill strives to provide advancement opportunities for its Employees. Current Employees can indicate interest in these opportunities through the internal posting system. Generally, opportunities at Duffy's Sports Grill will be posted both internally and externally by the Human Resources department or assigned designee in their absence. However, Duffy's Sports Grill reserves the discretionary right not to post a particular opening internally or externally when it makes sense to do so. Examples of when a position might be posted only internally include but are not limited to when an Employee has been in an acting capacity for that position; when a position is part of normal job progression; when there are several well-qualified internal candidates; and when expanded duties and responsibilities are added to an existing position. In addition, Duffy's Sports Grill reserves the right to waive the posting requirement altogether and place an existing Employee or outside applicant in a vacant position.

To be eligible to apply for a posted role, Employees must be in good standing. Employees who have a written warning on file, are on suspension, or are on probation, a performance improvement plan (PIP), or related plans for improving performance are not eligible to apply for posted jobs for a minimum of six (6) months following the corrective period.

2.21 BULLYING POLICY:

The purpose of this policy is to communicate to all Employees, including Supervisors, Managers, and Executives that Duffy's Sports Grill will not tolerate bullying behavior in any instance. Employees found in violation of this policy will be disciplined, up to and including termination.

Duffy's Sports Grill defines bullying as repeated, health-harming mistreatment of one or more people byone or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors
- Work interference/sabotage that prevents work from getting done
- Verbal abuse

Such behavior violates Duffy's Sports Grill's Corporate Beliefs, which clearly state that all Employees willbe treated fairly.

Examples:

Duffy's Sports Grill considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusiveand offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault, threat of physical assault, or damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

Individuals who feel they have experienced bullying should report this to their Supervisor or to the Human Resources department before the conduct becomes severe or pervasive. All Employees are strongly encouraged to report any bullying they experience or witness as soon as possible to allow Duffy's Sports Grill to take appropriate action.

2.22 COUNSELING FOR PERFORMANCE POLICY:

Duffy's Sports Grill may apply greater or lesser discipline depending on the circumstances and at its sole discretion. This means that Duffy's Sports Grill may choose not to issue verbal, written, or other warnings or

suspend an Employee but instead may discharge an Employee immediately and without prior counseling. Duffy's Sports Grill may also, at its sole discretion, follow other procedures for disciplining an Employee as deemed appropriate.

The steps outlined below provide a guideline for Managers when working with individuals to correct job-related problems. Our goal is to ensure that our Employees are trained and coached to perform their work at an appropriate level of performance. When Managers determine that an individual needs to improve their performance, correct a skill or behavior deficiency, or prevent the repetition of a problem, we want to respond with timely steps to help the individual improve. In most situations, Duffy's Sports Grill Managers will follow these steps. However, there may be circumstances in which these steps will be modified or omitted.

Counseling should occur in an appropriately timely manner after the performance problem or violation is identified, investigated, and/or verified.

GUIDELINES:

Duffy's Sports Grill follows a standard process for Counseling for Performance but reserves the right to skip any of the steps listed below as deemed appropriate.

2.23 COUNSELING AND/OR VERBAL WARNING:

Counseling and/or verbal warnings are generally used in cases of minor problems that occur for the first time. The Manager should document this step by noting whether counseling and/or a verbal warning was given to the Employee.

In discussion with the Employee concerning the issue, as appropriate, the Manager may:

- Identify the problem(s), using specific examples such as the results expected in the position plan.
- Counsel the individual on ways to improve performance, modify behavior, or eliminate the deficiency; define expectations, giving examples where appropriate; encourage feedback.
- Discuss what action(s) may follow if there is a failure to correct the problem(s).
- Allow reasonable time and opportunity to correct the problem(s).
- Provide appropriate resources to correct the problem(s), such as training, mentoring, systems and tools, and performance feedback.
- Review progress or lack of progress and consider whether further action(s) is needed.

2.24 WRITTEN WARNING:

If the problem(s) persists, or for a more serious violation, a written warning may be appropriate. Before this action is taken, consult with the Human Resources department. Human Resources will work with the Manager to assess the situation and determine the appropriate action.

2.25 SUSPENSION:

Suspension should be used in cases of misconduct (e.g., disorderly conduct, repeated gross violations, etc.) or if Management determines that it would be helpful under the circumstances to temporarily remove an Employee or Employees from the workplace. Suspension, in certain situations, allows time for all concerned parties to consider what steps are needed to resolve the matter or to investigate a complex situation.

Suspension is generally without pay and will vary in length depending on the circumstances.

2.26 EMPLOYEE FORMAL AND FINAL PERFORMANCE COACHING/COUNSELING:

This should only be used when an Employee's performance does not meet the Position Plan results and/or as a final warning for behavior that must change to remain employed by Duffy's Sports Grill. The Human Resources department will prepare all final warnings based on the facts as well as any previous discipline or coaching that has taken place with the Employee.

2.27 DISCHARGE:

Discharge may occur for many reasons. The following are a few examples, but it is not an all-inclusive list of conduct that may lead to discharge:

- Failure to meet major areas of responsibility of a position plan
- Poor interpersonal skills with other Team Players, Supervisors, guests, vendors, community partnership members, or other resources
- Tardiness, poor attendance, or missing shifts
- Sleeping on the job
- Using work time excessively or inappropriately for non-work activities
- Insubordination or disregard for Duffy's Sports Grill policies or safety rules
- Disregard for organizational values
- Theft
- Vulgar or abusive language
- Deliberate or willful destruction of equipment or supplies
- Falsification of timesheets

2.28 BARTENDER PROCEDURES:

All drinks should be rung up immediately and a check should be presented to the guest. If a tab is run, the check should be placed in front of the guest in a snifter where it is visible. **NO COMP TABS!!!** All promotional drinks must be comped on the original check by a Manager before the final check is presented to the guest.

No eating or drinking behind the bar.

Patrons must be 21 years of age to sit at the bar. No Employee(s) may sit at the bar and be served food or drink at any Duffy's Sports Grill location. Failure to follow the above procedures could result in disciplinary action up

to termination of employment.

2.29 RESPONSIBLE VENDOR POLICY:

No Duffy's Sports Grill Employee or Manager will sell beer, wine, or liquor to any person who is under 21 years of age. All Employees and Managers will ask for identification from any person purchasing alcoholic beverages who does not appear to be 30 years of age. Duffy's Employees will not sell or serve beer, wine, or liquor to any person who is obviously intoxicated or acting disorderly.

Employees of Duffy's will not allow the sale, delivery, storage, or use of any unlawful drugs in the work area. If a Duffy's Employee witnesses or suspects any unlawful activity, they will immediately notify their Supervisor, their Manager, or the President.

As a Duffy's Employee, you are prohibited from committing any lewd or lascivious act or any act that could be considered indecent or obscene.

2.30 OCCUPATIONAL ACCIDENTS, INJURIES, AND ILLNESS POLICY:

Duffy's Sports Grill is committed to maintaining a healthy and safe work environment in all our operations, and we regard the safety of our guests and Employees as paramount.

Our goal is to prevent injury and illness and comply with federal OSHA (Occupational Safety and Health Act) and state laws. Safety should always take precedence over expediency. We provide active leadership and a safe and healthful work environment. Duffy's Sports Grill has an active Safety Committee that consists of a diverse Employee group that meets on a regular basis to ensure a safe work environment through consistent auditing and follow-up for safety expectations.

2.31 ACCIDENTS ON DUFFY'S SPORTS GRILL PREMISES:

Accidents that occur on Duffy's Sports Grill premises, involving yourself, a guest, or a fellow Employee, should be reported promptly to your immediate Manager. Please do not attempt to give medical aid to an injured guest or Employee unless you are qualified to do so. Call 911 if the situation warrants medical support and immediately seek the assistance of a Manager. Please remember that only the Manager can answer questions about Duffy's liability to an injured guest. Therefore, such questions should be directed to him or her.

If an Employee is injured on the job, he or she may be entitled to Worker's Compensation benefits. You must notify your Manager of any accidents immediately to complete the required forms. Note that Employees injured on the job are required to complete a drug test within 24 hours after medical treatment is administered. All accidents need to be reported to the Human Resources department using the guest and/or employee Incident forms.

2.32 VIOLENCE IN THE WORKPLACE POLICY:

Duffy's Sports Grill will take every effort to provide a safe workplace for all Employees. This policy applies to every Employee of Duffy's Sports Grill and any act of workplace violence. A violation of this rule can result in discipline up to and including discharge.

GUIDELINES:

We do not tolerate any type of workplace violence. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not complete, provides some examples of conduct that is prohibited:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person
- Intentionally damaging employer property or property of another Employee

REPORTING PROCEDURES:

Any potentially dangerous situation must be reported immediately to your immediate Supervisor or the Human Resources department. Reports can be made anonymously, and all reported incidents will be investigated. Duffy's Sports Grill will actively intervene at any indication of a hostile or violent situation.

DANGEROUS/EMERGENCY SITUATIONS:

Employees who confront or encounter an armed or dangerous person should exercise good judgment. Employees should call 911 immediately and then let your immediate Manager know, if possible, without endangering the safety of yourself or our Employees or guests.

ENFORCEMENT:

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any Employee determined to have committed such acts will be subject to disciplinary action up to and including termination. Non-Employees engaged in violent acts will be asked to leave Duffy's Sports Grill premises and, when necessary, law enforcement officials will be called for assistance.

RISK-REDUCTION MEASURES:

The Human Resources department takes reasonable measures to conduct appropriate background investigations during the hiring process with key Employees.

INDIVIDUAL SITUATIONS:

Employees are expected to exercise good judgment and to inform a Supervisor or the Human Resources department of any Employee (or visitor) exhibiting behavior that could be a sign of a potentially dangerous situation.

Such behavior includes:

- Discussing weapons or bringing them to the workplace
- Displaying overt signs of extreme stress, resentment, hostility, or anger
- Making threatening remarks
- Sudden or significant deterioration of performance
- Displaying irrational or inappropriate behavior

2.33 TERMINATION OF EMPLOYMENT POLICY:

Duffy's Sports Grill is committed to providing a safe and supportive work environment and our Employees should always conduct themselves in a professional, respectful manner. Certain behaviors may be so serious that they warrant immediate discharge.

The following are some examples of actions that may lead to immediate discharge, but this is not an exhaustive list:

- Unlawfully possessing, selling, consuming, or being under the influence of any illegal drugs or alcohol before or during your work shift
- Selling, consuming, or being under the influence of drugs during your work shift
- Acts of violence or theft
- Dishonesty or lack of integrity on the job
- Deliberate or willful destruction of equipment or supplies
- Insubordination or disparagement of Team Players or Managers
- Harassment, including verbal, physical, or visual
- Vulgar or abusive language or disrespect (including sexual or other harassment) toward guests or fellow Employees
- Disregard for Duffy's Sports Grill policies and procedures or safety rules
- Falsification of time sheets or other records, whether for personal gain
- Unauthorized disclosure of confidential information
- A pattern of tardiness, poor attendance, or missing shifts
- Using work time excessively or inappropriately for non-work activities
- Sleeping on the job
- Failure to meet a major area of responsibility of a job
- Lying about or misrepresenting a workplace situation to one's Supervisor
- Theft or unauthorized removal or destruction of property belonging to others, including Duffy's Sports Grill, coworkers, or guests (including discarded, excess, or found property)
- Possession of a weapon while on Duffy's Sports Grill property or while in Duffy's Sports Grill business
- Fighting or provocations leading to fighting or attempting to injure another person

- Violent verbal abuse toward Supervisory personnel or other Employees
- Any disrespect toward guests, including critical or disparaging remarks about Duffy's Sports Grill
- Use of vulgar and inappropriate language in front of guests or other Team Players

Duffy's Sports Grill reserves the right to issue the level of discipline that it determines to be appropriate for each situation that may arise, up to and including termination, without issuing any prior counseling or warning.

All decisions regarding employment will be made without regard to race, color, age, religion, sex, marital status, sexual preference, national origin, gender identity, gender identity expression, citizenship, veteran status, the presence of any sensory, mental, or physical disability subject to reasonable accommodation requirements, pregnancy and childbirth, genetic information, familial status, or any other characteristic protected by local, state, and federal laws.

Managers are requested to complete the termination paperwork promptly and upload to the "Docs" section of the Employee's PeopleMatter.com profile for record-keeping.

2.34 ADMINISTRATIVE TERMINATION POLICY:

Administrative Termination may occur when an Employee has been absent from work for an extended period with Duffy's Sports Grill approval or the Employee is physically no longer able to perform the functions of their position plan. Administrative Termination is not a reflection on the quality of the individual's work and is without prejudice to the individual's ability to re-apply in the future. Except as required by law, Duffy's Sports Grill reserves the right to approve and terminate leave at its discretion.

GUIDELINES:

Administrative Termination will not occur until the Employee has exhausted all applicable legally protected leave, such as FMLA leave. If the Employee is unable to return to work at the conclusion of an approved FMLA leave or other legally protected leave, the Employee may apply for an extended leave of absence without pay, which will be considered on a case-by-case basis. Once legally protected leave is exhausted, Duffy's Sports Grill is not legally required to hold the Employee's position open. If the position remains open when the Employee can return to work, the Employee may return to that position so long as the Employee is qualified to perform the essential functions of the job.

With respect to an extended medical leave of absence, Duffy's Sports Grill will typically consider requests for such leave for a period of up to one year after the date of the initial absence. Duffy's Sports Grill may require the Employee to submit appropriate supporting medical documentation in connection with such a leave request. Such leave may be extended at the discretion of Duffy's Sports Grill. Such a leave application is without prejudice to the Employee's ability to apply for and receive short-term disability and/or long-term disability benefits, which address issues of salary replacement rather than leave of absence.

Duffy's Sports Grill may decide to administratively terminate an Employee's employment at any time if it

becomes clear that the Employee will not be able to return to work. In addition, if an Employee has received and taken combined continuous leave of one year or more, Duffy's Sports Grill may evaluate the Employee's status to determine whether he or she is likely to return to work within the foreseeable future. If the Employee is not able to return to work, with or without reasonable accommodation, within the foreseeable future, Duffy's Sports Grill will typically administratively terminate the employment status. The individual will remain eligible to apply for open positions at Duffy's Sports Grill for which he or she is qualified.

Administrative Termination decisions pursuant to this policy will be made in consultation with the Human Resources Department and in compliance with applicable federal, state, and local laws. All such decisions will be made without discrimination based on race, color, age, religion, sex, marital status, sexual preference, national origin, gender identity, gender identity expression, citizenship, veteran status, genetic information, the presence of any sensory, mental, or physical disability, pregnancy and childbirth, familial status, or any other characteristic protected by federal, state, or local laws.

2.35 INTERNAL INVESTIGATIONS, EMPLOYEE SEARCHES, AND PERSONAL BELONGINGS POLICY:

For the safety and security of Duffy's Sports Grill Employees, it may be necessary for Duffy's Sports Grill to access work areas to conduct internal investigations. It is the policy of Duffy's Sports Grill, when deemed necessary by Management, for authorized persons to conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

GUIDELINES:

Whenever necessary, at Duffy's Sports Grill discretion, work areas (e.g., desks, file cabinets, etc.) and personal belongings (e.g., backpacks, briefcases, handbags, packages, etc.) located on Duffy's Sports Grill premises may be subject to search without notice. Employee cooperation is essential to ensure the Employee will be treated with respect and not subjected to any undue attention or embarrassment.
Duffy's Sports Grill will generally try to obtain an Employee's consent before conducting a search of work areas or personal belongings but may not always do so. Such searches may be conducted at any time without advance notice.

Duffy's Sports Grill does not take responsibility for Employee valuables brought onto the premises.

2.36 EMERGENCY CLOSING POLICY:

Although Duffy's Sports Grill will make every effort to remain open for business on scheduled workdays, there may be instances where conditions beyond our control make it impossible to do so. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters, and terrorist actions. In all cases, Employee safety will be our primary consideration.

The following procedures will set forth employer and Employee obligations regarding reporting to work, use of leave, and pay issues when circumstances impact the organization's ability to be open for business.

GUIDELINES:

If it is apparent that severe weather, a declared state of emergency, utility disruptions, natural disasters, or terrorist actions may be presently happening or have occurred (e.g., a hurricane), instructions will be given to Employees via Hot Schedules should conditions warrant.

Outside of normal business hours, the President will evaluate the situation as early as possible, consulting with other Executive team members as needed to decide whether restaurants will be closed. Any updates or information regarding such decisions will also be posted on Hot Schedules.

When adverse weather conditions could generally be expected to cause Employees to be late for work, reasonable judgment is to be exercised on the part of both the Employees and their Supervisors relative to on-time requirements.

2.37 MEDIA RELATIONS POLICY:

No Employee of Duffy's Sports Grill, without explicit written permission, is permitted to speak to the media or any other personnel on behalf of Duffy's Management or any Duffy's location. To ensure that we provide the most current and correct answers to the media and to protect our Employees, we ask that all media calls, emails, or in-person inquiries be directed to the Marketing Department.

"Media" includes but is not limited to reporters, influencers, TV reps, radio reps, podcasters, or any persons identifying as "media."

If you are contacted by the media, please refer to the Marketing Department or your direct Supervisor to relay.

2.38 SOCIAL MEDIA POLICY:

The following definition will be used for "social media" in the context of this policy: mobile and web-based applications for user-generated content, communication, and social interaction. This definition includes, but is not limited to, the following social media platforms: blogs, online communities, discussion forums, review sites, Instagram, Twitter, Facebook, TikTok, LinkedIn, Snapchat, YouTube, Reddit, Google+, and any other related or similar websites.

At Duffy's Sports Grill, we recognize that all Employees will likely utilize social media in their day-to-day lives. This Social Media Policy was created to ensure that those working for or with Duffy's Sports Grill are using social media responsibly and ensure that the interests of the Company and Employees are protected.

The purpose of this Social Media Policy is not only to help you ensure a fruitful working relationship with the Company but also to clarify the specific rules regarding what may be shared about Duffy's Sports Grill (if anything).

Your personal activity on the internet may be subject to this Social Media Policy if it impacts the business of the Company, Company Employees, or your work at the Company.

Please take the time to read and review this Social Media Policy as thoroughly as possible. If you have any questions, please reach out to your Supervisor.

This Social Media Policy will cover the following:

- Your social media activities while at work
- Your social media activities while utilizing Company-owned electronic devices
- Restrictions on representing the Company online
- Your social media activities while on your own time and not utilizing Company property

Please be advised that this Social Media Policy asks you to assume that all your online activities are publicly visible and available at any given time. You may be subject to termination for violating any of Duffy's Sports Grill's internal policies, such as posts that may display unlawful harassment or discrimination or which may include racial slurs, epithets, and/or derogatory remarks, stereotypes, jokes, offensive visuals based on race, national origin, age, disability, marital status, or other legally protected classification.

UTILIZING SOCIAL MEDIA WHILE AT WORK:

- Personal social media use is not permitted at work

UTILIZING SOCIAL MEDIA WHILE USING COMPANY-OWNED ELECTRONIC DEVICES:

- Personal social media use is not permitted on Company-owned devices

RESTRICTIONS ON REPRESENTING THE COMPANY ONLINE:
Employees who are permitted to access the Company's social media accounts to post content online will be specifically notified as such in writing. If you are not one of these Employees, you may not utilize Duffy's Sports Grill's official social media accounts or represent the Company online in any way.

YOUR PERSONAL SOCIAL MEDIA ACTIVITIES:
While your activities on your own time and devices are your own business and responsibility, Duffy's Sports Grill requests that you keep the following in mind for your own personal social media activities:

- Always act according to the terms and conditions of the social media websites you are posting on
- Ensure that you make clear your views are not the Company's views, through disclaimers
- Always act lawfully
- Avoid discussing illegal activities, such as drug use

- Always ask others for permission before posting about them

Please keep in mind that you are an at-will Employee, and if Duffy's Sports Grill discovers any objectionable content on your personal social media accounts, you may be subject to termination.

While adhering to these policies, Employees are encouraged to use their social networking platforms to support our activities through their personal social media accounts.

ADDITIONAL INFORMATION:

All Duffy's Sports Grill social media accounts will remain owned by the Company, regardless of any authorization you may receive to post on them.

The Company reserves the right to any "friends," "followers," or contacts that are gained through social media and e-correspondence (email addresses, social networks, blogs, etc.) developed on behalf of the Company. Employees will respect the confidentiality of guests, clients, suppliers, other Employees, and the Company by not disclosing private information on social media.

If public information may be shared, your relationship with the Company, guest, client, supplier, or other Employee must be disclosed.

Any media inquiries you received regarding the Company must be immediately directed to the Marketing Team. You may not respond to any media inquiries without express written authorization from the Company.
You may not compete with the Company in any way, including by selling products or services which the Company may sell.

Company-related Employee social media activity can and will be monitored. Violation of policy guidelines is subject to Employee discipline up to and including termination.

You are legally responsible for anything you post on your personal social media accounts, including failure to disclose relationships in marketing, or posting about any unlawful activity. If you violate any laws while posting on the Company's social media accounts, you may be required to indemnify the Company for any damages caused. All Employees are required to comply with the rules and regulations listed in this Handbook, as well as this Social Media Policy.

2.39 INTERNET AND VOICEMAIL POLICY:

Duffy's Sports Grill recognizes that the use of the Internet and e-mail is necessary in the workplace. Employees are encouraged to use the Internet and e-mail systems responsibly, as unacceptable use can place Duffy's Sports Grill and others at risk. This policy outlines the guidelines for the acceptable use of Duffy's technology systems.

GUIDELINES:

This policy must be followed in conjunction with other Duffy's Sports Grill policies governing appropriate workplace conduct and behavior. Any Employee who abuses Duffy's Sports Grill-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. Duffy's Sports Grill complies with all applicable federal, state, and local laws as they concern the employer/Employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

Questions regarding the appropriate use of Duffy's electronic communications equipment or systems, including e-mail and the Internet, should be directed to your Supervisor or the Information Technology(IT) Director.

Duffy's Sports Grill has established the following guidelines for Employee use of Duffy's Sports Grill's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical, and professional manner.

2.40 CONFIDENTIALITY AND MONITORING:

All technology provided by Duffy's Sports Grill, including computer systems, communication networks, Duffy's Sports Grill-related work records, and other information stored electronically is the property of Duffy's Sports Grill and not the Employee. In general, use of Duffy's Sports Grill's technology systems and electronic communications should be job-related and not for personal convenience. Duffy's Sports Grill reserves the right to examine, monitor, and regulate e-mail and other electronic communications, directories, files, and all other content, including Internet use, transmitted by, or stored in its technology systems, whether onsite or offsite.

Internal and external e-mail, voice mail, text messages, and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside Duffy's Sports Grill.

APPROPRIATE USE:

Duffy's Sports Grill Employees are expected to use technology responsibly and productively as necessaryfor their jobs. Internet access and e-mail use are for job-related activities; however, minimal personal use is acceptable.

Employees may not use Duffy's Internet, e-mail, or other electronic communications to transmit, retrieve, or store any communications or other content of a defamatory, discriminatory, harassing, or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane, or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail—are

forbidden.

Employees may not use Duffy's computer systems in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and spamming (sending unsolicited e-mails to numerous users).

Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the IT Director. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in data corruption or damage to files or unauthorized entry into Duffy's Sports Grill systems and networks.

Every Employee of Duffy's Sports Grill is responsible for the content of all text, audio, video, or image files that he or she places or sends over Duffy's Sports Grill's Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. Duffy's corporate identity is attached to all outgoing e-mail communications, which should reflect our corporate values and appropriate workplace language and conduct.

I have read and fully understand this policy. I understand that my use of Duffy's Sports Grill information and communication technology constitutes full acceptance of the terms of this policy and consent to monitoring.

2.41 IT POLICY VIOLATIONS:

Violations may be referred to the Human Resources department, which will work to determine the specifics of each situation. All Employees are responsible for adherence to this policy. Failure to do so by Employees in a leadership position may result in disciplinary action up to and including termination.

2.42 USE OF DUFFY'S SPORTS GRILL PROPERTY POLICY:

The purpose of this policy is to ensure that all property maintained by Duffy's Sports Grill is kept in the best possible working condition and to ensure the proper use of such property and Duffy' Sports Grill networks.

"Property," as the term is used in this policy, is defined as any piece of equipment, furnishing, vehicle, building, or supply leased, owned, donated, or otherwise in the custodial care of Duffy's Sports Grill or any person acting as its agent.

No Duffy's Sports Grill Employee should expect any privacy on Duffy's Sports Grill premises or when using Duffy's Sports Grill property or networks, except that which is required by law.

GENERAL GUIDELINES ON THE USE OF DUFFY'S SPORTS GRILL PROPERTY:

All Duffy's Sports Grill Employees must maintain his or her work environment in an orderly fashion andfollow all Duffy's Sports Grill rules to ensure its proper use and maintenance.

Any Employee who is found to have neglected or misused Duffy's Sports Grill property will be subject to

disciplinary action up to and including termination. If an Employee's misuse of Duffy's property damages the property, Duffy's reserves the right to require the Employee to pay all or part of the cost to repair or replace the property. Misappropriation of Duffy's property is grounds for immediatetermination and possible criminal action.

No Employee may use Duffy's Sports Grill property (including computers, tablets, pagers, telephones, cellphones, copiers, faxes, Internet services, and printers) for personal use unless specific permission has been granted by the Employee's department head. If such permission is granted, the Employee willbe responsible for the care and return of the loaned property. Special care should be taken to identify any concerns regarding its condition before the property is removed or used by the Employee for personal use.

USE OF DUFFY'S SPORTS GRILL VEHICLES:

Any Employee for whom driving is an essential job duty must be authorized, legally licensed, and approved to drive Duffy's vehicles. It is the responsibility of the Employee driver of a Duffy's vehicle to ensure that the vehicle is in full operational condition before each use. The Employee driver will sign a vehicle log report noting any problems with, or damage to, the vehicle before each use. Any vehicle found to be unsafe will be removed from the operational fleet until appropriate maintenance or repairs have occurred.

USE AND DISSEMINATION OF DUFFY'S SPORTS GRILL INFORMATION:

"Information," as the term is used in this policy, includes without limitation any information owned orused by Duffy's, such as:

- Any Duffy's Sports Grill Employee, guest, or client lists.
- Any Duffy's database information, including addresses and telephone numbers.
- Any information from Duffy's Employee personnel files, including Employee addresses, telephone numbers, employment status, and wage history.
- Any photographs, videotapes, and sound clips of any Duffy's Employee, guest, or client.
- Only those Employees who are authorized by Duffy's executive committee, or whose job description permits them to do so, may speak on behalf of Duffy's Sports Grill.

Notwithstanding the foregoing:

- Specific permission from Duffy's Sports Grill executive committee is required before any Duffy's Employee may disseminate confidential information.
- No Employee may knowingly dispense such information to any outside party unless authorization is granted. This could include other Employees who do not have the right to know such information. Any breach is considered a violation of policy concerning confidentiality, and it may constitute a violation of state or federal law.

Monitoring of network communications:

- Duffy's Sports Grill reserves the right to monitor at any time any communications that use Duffy's networks in any way, including data, voice mail, telephone logs, Internet use, or network traffic to determine proper use.
- Duffy's will review network communications activity and analyze use patterns. Duffy's may choose to publish this data to ensure that Duffy's Sports Grill resources in these areas are being used according to this policy.
- No Employee may knowingly disable any network software or monitoring system.

2.43 OPEN COMMUNICATION POLICY:

Duffy's Sports Grill is committed to two-way communication at every level. Managers and Team Players have a vital role in encouraging open communication through interacting closely with other Duffy's Team Players, Managers, and Corporate Staff.

GUIDELINES:

Each Employee is encouraged to practice open and clear communication with all of Duffy's Team Players. Individuals who are experiencing work-related problems or have questions or concerns (e.g., Management/Operational) should speak to their Manager. If individuals feel that their concerns have not received a satisfactory reception with their immediate Manager, they should be encouraged to bring their concerns to the next level of Management (i.e., their Manager's Supervisor). If still unresolved, Employees should consult with the Human Resources department. Most issues pertaining to general operating and management decisions can be resolved at the Human Resources level.

For issues that involve "perceived gross violations" of the Duffy's Sports Grill Employee Resource Guide or the law, or for other issues the Employee believes should come to the attention of Duffy's President, any Employee can contact the President of Duffy's Sports Grill. If your issue is not resolved with the President, please contact Duffy's Board of Directors.

2.44 CHILD LABOR POLICY:

Duffy's Sports Grill requires that our organization comply with federal and state Child Labor laws.

The minimum age of employment for most positions is 16 years old, however, the minimum age of employment for any position working the kitchen line is 18 years old. Child Labor Laws are enforced and must be strictly followed. Managers are required to be aware of these labor laws and ensure that anyone under 18 years old adheres to them.

2.45 WORKERS' COMPENSATION POLICY:

As a Duffy's Sports Grill Employee, I understand that when I am involved in an on-the-job injury and emergency treatment is necessary, I must accept the services of a physician selected by my Employer. If I desire to seek medical services from a Physician not authorized by my Employer, I may do so; however, I will be liable for those medical expenses.

The physicians selected from the physician's list may arrange for appropriate consultation, referrals, and other specialized medical services as required by the nature of the injury. If I am dissatisfied with the physician selected, I may make a change to another physician. I must obtain authorization from my Employer or the Workers' Compensation Insurance Representative for Duffy's Sports Grill.

In the case of an emergency, I may be taken to the nearest emergency room; however, all follow-up care thereafter must be rendered by a physician from Duffy's Sports Grill's list of physicians. I further understand that I must notify my Supervisor as soon as an incident occurs, regardless of the extent of the injury. Delay in notification may result in denial of the claim and payment for medical services rendered.

Employees who are treated for an on-the-job injury are required to submit to a drug test within 24 hoursfrom the time of the incident.

2.46 COMMUNICABLE DISEASE POLICY:

Duffy's Sports Grill's decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms, the special circumstances of everyone who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an Employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectioushepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, severe acute respiratory syndrome (SARS), SARS-CoV-2 (COVID-19), and tuberculosis. Duffy's may choose to broaden this definition within its best interest and in accordance with any information received through the Centers for Disease Control and Prevention.

Duffy's Sports Grill will not discriminate against any job applicant or Employee based on the individual having a communicable disease. Applicants and Employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. Duffy's Sports Grill reserves the right to exclude a person with a communicable disease from the workplace facilities, programs, and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

Duffy's Sports Grill will comply with all applicable statutes and regulations that protect the privacy ofpersons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about persons who have communicable diseases.

2.47 SOLICITATION AND DISTRIBUTION POLICY:

Solicitation or distribution of material by Employees is prohibited in direct guest service areas of the restaurant.

For safety and security reasons, Employees (who are not here as guests to be served) are not permitted to access

working areas or direct guest service areas during their off-duty hours.

Non-Employees are strictly prohibited from trespassing or engaging in any activity disruptive to or inconsistent with the customary uses of the restaurant.

When you have made the decision to leave your employment with Duffy's, please contact your direct Supervisor immediately and make them aware of your decision.

We would respectfully ask that you consider giving Duffy's a two-week notice prior to your resignation date. This is an appreciated courtesy, as it allows us to find a suitable replacement. After your notice of resignation has been submitted, we kindly ask that you report to work on time until the last working day.

2.48 ACCIDENTS ON COMPANY PREMISES:

Accidents that occur on Company premises, involving yourself, a customer, or a fellow Employee, should be reported promptly toyour immediate Manager. Please do not attempt to give medical aid to an injured customer or Employee unless you are qualified to do so. Seek the assistance of a Manager. Please remember that only the Manager can answer questions about the Company's liability to an injured customer. Therefore, such questions should be directed to him or her.

If an Employee is injured on the job, he or she may be entitled to Worker's Compensation benefits. You must notify your Manager of any accidents immediately to complete the required forms. Note that Employees injured on the job are required to complete a drug test within 24 hours after medical treatment is administered. All accidents need to be reported to Duffy's Corporate office using the Guest Incident and/or Employee Incident forms.

2.49 SAFETY GUIDELINES:

We ask you to be careful and do your best to prevent accidents. Watch your step on slippery floors. Disconnect equipment prior to cleaning it. When using knives or equipment blades, pay attention to what you are doing and do not touch the blades. Cut gloves must be worn anytime an Employee is using a blade, punch, or dicer. Chainmail cut gloves must be worn on both hands anytime an Employee is operating a slicer. To prevent back injuries, always lift heavy objects by bending your knees and keeping your back straight. Anytime a keg needs to be replaced, removed, or maintained, two Employees must be present. All Employees are required to wear "Shoes for Crews" or other approved slip-resistant shoes as part of their uniform.

It is your responsibility to report all accidents or unsafe conditions immediately to the unit Manager.

We are protected against fire by safety equipment. Your Manager will explain how to operate this equipment. Know the location of all exits and fire extinguishers. In the event of an evacuation, proceed in a calm and orderly manner and assist guests in exiting. Follow the instructions of your Manager.

2.50 DRUG-FREE WORKPLACE POLICY:

Employees are prohibited from using illegal drugs (including the non-prescribed use of prescription medication) either on or off the employer's premises. Employees are also prohibited from possessing or transporting alcohol or illegal drugs on the premises. Employees may only possess or transport alcohol onto the employer's premises if it is part of the Employee's job responsibilities. Possession of paraphernalia used in connection with the use of any drug is evidence of a violation of this rule. We have implemented this policy following Florida's Workers' Compensation Drug-Free Workplace Program requirements, set forth in Florida Statutes §§ 440.101 - 440.102.

Compliance with this policy is required by applicants as a condition of employment and by Employees as a condition of continued employment, which includes drug and alcohol testing.

Use or possession of controlled substances or alcohol while holding a Duffy's Sports Grill position is prohibited, except when the use is pursuant to the instructions of a physician who has advised the Employee that the substance does not adversely affect the Employee's ability to safely perform their required job duties.

Duffy's is committed to creating and maintaining a drug-free workplace without jeopardizing the job security of our Employees, provided they are prepared to help us help themselves.

We offer every Employee assistance through the Employee Assistance Program (EAP). This is a **FREE** 24/7 support, resources, and information service. The toll-free number gives you direct, 24/7 access to a Guidance Consultant who will answer your questions and, if needed, refer you to a counselor or other resources.

Our Drug-Free Workplace Policy formally states that substance abuse will not be tolerated either on or off the job for Employees of Duffy's Sports Grill. This prohibition includes the possession, use, or sale of illegal drugs, the abuse of alcohol, or the abuse of prescribed drugs. Duffy's Sports Grill's sponsored activities or other social events that we attend during which alcoholic beverages are served are not considered alcohol abuse. However, at no time is a representative of Duffy's Sports Grill while on duty permitted to be under the influence of alcohol as defined by this policy.

To ensure that Duffy's remains a drug-free workplace, a program of drug testing is in effect. Let it be clearly understood that it is a condition of employment for everyone that they entirely avoid the use, possession, sale, or any association whatsoever with illegal drugs and/or the abuse of alcohol. Employees who are found on the job to be under the influence of illegal drugs or alcohol, as defined by this policy, or who violate this policy in other ways, may be terminated.

All offers of employment in Management positions are conditional upon the results of a negative drug test. If you fail your drug test, you may not be eligible for hire.

Employees and Managers are required to submit to testing to determine the presence of illegal drugs or

alcohol under the following circumstances:

- When the Employee is involved in an on-the-job accident
- When the Employee is observed using alcohol or illegal drugs while on duty
- When a Supervisor observes the physical appearance or behaviors akin to being under the influence of alcohol or illegal drugs during, just preceding, or just after the period of the workday that the Employee is performing.
- When an Employee is allowed to return to duty after a violation of drug or alcohol rules
- When an Employee is allowed to return to duty and has been identified by a substance abuse professional as needing assistance in resolving problems with drug or alcohol abuse

An Employee who refuses to consent and submit to a test when requested may be subject to disciplinary actions, including up to termination, pursuant to Duffy's Sports Grill's discipline and dismissal procedures. Refusal to submit includes failure to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath-testing, failure to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing, engaging in conduct that clearly obstructs the testing process, and leaving the scene of an on-the-job accident.

Drugs mean alcohol (including distilled spirits, wine, malt beverages, and intoxicating liquors), amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs or metabolites of any of these substances or any substances listed in Appendix A of Duffy's Sports Grill Drug-Free Workplace Policy. Non-prescribed use of prescription medication is also prohibited.

Duffy's Sports Grill will require all salaried Team Players, Managers, and Corporate Office applicants for employment and all existing Employees, under certain circumstances, to be tested for the presence of drugs or alcohol as part of Duffy's Sports Grill's policy prohibiting drug or alcohol use. An Employee violates the Drug-Free Workplace Program by testing positive in a confirmed test for drugs. Refusal to cooperate in the drug testing procedure is an independent violation of this rule and will be treated as a positive confirmed test for drugs. Any violation of this rule will result in discipline, up to and including discharge and possible forfeiture of workers' compensation medical and indemnity benefits.

Upon conviction for violating any state or federal drug law, each Employee of Duffy's Sports Grill is required to notify his or her immediate Supervisor of such conviction within five business days thereof. This "notification of drug conviction" requirement applies whether the conviction resulted from conduct performed while in the course and scope of employment or off duty. Employees are required to report any drug-related criminal charge brought against them, whether the result of on-duty or off-duty conduct.

All information from an applicant's or an Employee's drug and alcohol tests will be confidential to the extent

required by law.

2.51 CELL PHONE POLICY:

Managers may have cell phones on their person to be used for emergency purposes only and out of view of guests.

General Managers, Regional Directors of Operation, and some Corporate Staff may qualify to receive a $100 monthly reimbursement through Accounts Payable to put toward their cell phone bill.

General Managers, Regional Directors of Operation, and some Corporate Staff may be on a company-owned phone plan with AT&T. As two-year contracts mature on the devices, Duffy's Sports Grill will release the phone line to the corresponding owner, allowing them to obtain their own personal plan at which time they may qualify for the $100.00 monthly reimbursement. Shareholders, Board Members, and Officers of the company will not be subject to obtaining their own personal plan regardless of device contract maturity.

With the approval of the Human Resources Department, an allowance will be provided for Employees who meet the following criteria:

- A significant amount of the Employee's work is conducted in the field and constant communication is required.
- The Employee is required to be easily accessible. (Non-exempt teams will be compensated when responding to messages outside of normal work hours. All hours worked by non-exempt Employees must be tracked and paid, therefore the Manager must pre-approve situations where an individual is on call and expected to monitor incoming communications.)
- The Employee is considered a critical-decision maker.
- The Employee is required to test new technologies for potential deployment at Duffy's Sports Grill.

EMPLOYEE RESPONSIBILITIES:

The Employee must retain an active cell phone contract if a cell phone allowance is in place. The Employee must provide their department head with their current cell phone number and immediately notify Duffy's Sports Grill if the number changes. Employees receiving a cell phone allowance are expected to carry the cell phone on their person both on and off duty and respond when called for Duffy's Sports Grill business. Employees may select the cellular service provider and plan of their choice.

Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance.

The Finance and Human Resources department will review this policy and frequently check the eligibility of participants reimbursed to ensure there continues to be a business need. Duffy's Sports Grill will notify all participants of any changes in policy or eligibility.

COMPANY-PROVIDED CELL PHONES:
When job duties or business needs demand, the company may issue a business cell phone to an Employee for work-related communications. Personal use of company-owned cell phones should be kept to a minimum. Employees in possession of company-owned cell phones are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the Employee may be asked to produce the phone for return or inspection.

PERSONAL CELL PHONES:
While at work, your most important job is to take care of our guests by remaining professional and available to meet their needs at any time. Therefore, Employees are expected to exercise discretion in using personal cell phones. Excessive personal calls during the workday can interfere with Employee productivity and be distracting to others. Employees are encouraged to make any personal calls during nonwork time when possible and to ensure that friends and family members are aware of Duffy's Sports Grill's policy on personal cell phones.

Duffy's Sports Grill will not be liable for the loss of personal cell phones brought into the workplace.

SAFETY ISSUES FOR CELL PHONE USE:
All Employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cell phones.

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving. Use of a cellphone while driving is not required by the company, and safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, Employees are required to use hands-free operations or pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to always keep their eyes on the road while driving. Special care should be taken in situations where there is traffic or inclement weather, or the Employee is driving in an unfamiliar area.

Hands-free equipment will be provided with company-issued phones to facilitate the provisions of this policy. Reading or sending text messages while driving is strictly prohibited.

Employees who are charged with traffic violations resulting from the use of their phones while driving will be solely responsible for all liabilities that result from such actions.

2.52 VIDEO OR AUDIO RECORDING DEVICES:
The use of a camera or other video or audio recording-capable devices on company premises is prohibited without prior permission of senior Management and of the person(s) subject to recording. Video or audio recording in restrooms is strictly prohibited.

CONSEQUENCES FOR VIOLATORS:
Employees violating this policy will be subject to discipline, up to and including termination of employment.

2.53 REHIRE POLICY:
Duffy's Sports Grill will reinstate years of service for Employees who have a minimum of one year of service and are rehired within one year of termination. This "reinstatement" includes seniority and service awards, vacation accrual, and benefits. **In all cases where this policy may conflict with Duffy's Sports Grill benefit plan documents, the plan documents supersede** this policy**.**

As part of the exit process, Employees leaving Duffy's Sports Grill in good standing are asked to participate in an exit interview prior to employment separation. The exit interview, conducted by a member of the Human Resources department or their designee, will afford the separating Employee with an opportunity to discuss such issues as Employee satisfaction with the organization, their position, their Supervisor, Employee benefits, conversion privileges, repayment of outstanding debts, or return of Duffy's Sports Grill property. Suggestions, opportunities for improvements, and questions should also be addressed during this time.

Employees are required to return all property, equipment, and proprietary information issued to them or in their possession and control to their immediate Supervisor or to the Human Resources department immediately prior to separation of employment.

COMPENSATION POLICY:
Duffy's Sports Grill provides a comprehensive compensation program to ensure that we as an organization are providing market-competitive pay opportunities that support our efforts in not only attracting talent but retaining a qualified team by:

- Establishing guidelines that ensure fair, consistent, and competitive compensation
- Establishing controls that help Management provide salary administration for Team Players or Employees based on performance
- Establishing salary ranges that are internally equitable and externally competitive
- Establishing appropriate career paths to reward and motivate Employees to achieve individual and organizational objectives

Salary compensation and benefits are part of all Employees' total compensation for working at Duffy's Sports Grill. The salary component of total compensation is designed to offer competitive pay levels as well as recognize individual performance and the value of an Employee's work.

Duffy's Sports Grill has an established salary program that assigns each position to a particular salary range in a pay grade based on the essential functions of the job responsibilities and that is representative of prevailing rates in the marketplace.

The President and Chief Financial Officer approve the salary budget annually as part of the budget review process. When applicable, annual merit increases for Duffy's Employees are approved by the President each year.

GENERAL WORKPLACE POLICIES

3.1 RESPONSIBLE DRINKING POLICY:

Duffy's Sports Grill is committed to providing a safe and enjoyable environment for its Employees and has implemented this policy to encourage responsible behaviors should an employee choose to drink. You must be 21 years of age to consume alcohol on any Duffy's Sports Grill premises.

Corporate Staff are ultimately responsible for their choices and behavior regarding the consumption of alcohol when it is available at company-sponsored events. Corporate Staff are expected to always act appropriately and professionally and to comply with all Duffy's Sports Grill policies.

The sale, availability, or distribution of alcoholic beverages to anyone under the age of 21 is strictly prohibited.

Regardless of the number of participants, service of alcoholic beverages at company-sponsored events may be regulated to reduce the risk to the safety or well-being of our Corporate Staff, guests, and vendors.

RESPONSIBLE DRINKING POLICY VIOLATIONS:

Violations may be referred to the Human Resources department, which will work to determine the specifics of each situation. All Employees are responsible for adherence to this policy. Failure to do so by Employees may result in disciplinary action up to and including termination.

3.2 SMOKING POLICY:

There is no smoking during peak hours, which are determined by each department's Supervisor. Employees will be notified of business hours at the time of orientation. Only smoke in designated areas; this area must be always kept clean. Hands must be washed before returning to work, and a Listerine strip, or similar item, must be used to minimize the smell of smoke. Please note that the use of gum to minimize the smell of smoke is prohibited.

3.3 PACKAGE INSPECTION POLICY:

To the extent permitted by applicable federal, state, and local laws, Duffy's Sports Grill reserves the right to require Employees while on Company property to agree to inspection of their persons, personal possessions and property, personal vehicles parked on Company property, and work areas. Additionally, Duffy's reserves the right to inspect all packages of a personal and or business nature that have been received in any one of our locations, including the Corporate Office. Such searches may be conducted at any time without advance notice.

3.4 BACKGROUND CHECKS AND DISCLOSURE OF PENDING ARRESTS AND CONVICTIONS POLICY:

Given the nature of their position within the organization, Duffy's Sports Grill requires all prospective Managers

and Corporate Office staff to undergo a criminal background check. Successful completion of the background check is required as a condition of employment.

All Employees, including Managers, have an ongoing duty to disclose to Duffy's any arrest or conviction that may arise during their employment or violation involving alcohol or drugs. An employee should be proactive and immediately report the incident to their Manager. Depending upon the circumstances, Duffy's may need your cooperation in learning more information about the underlying incident leading up to an arrest, including facts surrounding any conviction and cooperation in any investigation. An Employee's failure to cooperate in an investigation or the underlying circumstances arising out of an arrest, conviction, or violation involving alcohol or drugs may result in termination.

Please note that job applicants are not required to disclose arrests or convictions that have been sealed or expunged. Even if revealed, these records should not factor into the hiring decision.

3.5 TRAVEL, ENTERTAINMENT, AND MILEAGE REIMBURSEMENT POLICY:

Duffy's Sports Grill recognizes that Employees may be required to travel or incur other expenses from time to time to conduct business and to further the mission of our organization. The purpose of this Policy is to ensure the following:

- Adequate cost controls are in place
- Travel and other expenditures are appropriate
- Reimbursement of authorized expenses incurred by Employees is carried out in a timely, uniform, and consistent manner

GUIDELINES:

When incurring business expenses, Duffy's Sports Grill expects Employees to:

- Exercise discretion and good business judgment with respect to those expenses using the lowest reasonable cost option
- Be cost-conscious and spend Duffy's Sports Grill's money as carefully and judiciously as the individual would spend their own funds
- Report expenses, supported by required documentation, as they were spent

PER DIEMS:

- While traveling, Duffy's Sports Grill will reimburse up to $50 per day in meal and beverage expenses
- If possible, we expect that you always dine in one of our Duffy's restaurants
- Duffy's will approve two (2) alcoholic drinks per meal period so long as you are not working or clocked in

NORMAL BUSINESS HOURS OF TRAVEL:

The normal business hours of travel are 7:00 a.m. to 8:00 p.m. Travel time outside of regular working hours is not part of hours worked unless you are required to work during this time. Non-exempt Employees should contact the Human Resources department for information regarding timekeeping of business trips. Time spent traveling between home and work does not constitute hours worked. An Employee who is required to drive a vehicle or ride as an assistant or helper must be compensated for the driving time. Hours worked when traveling are paid at straight time and count toward overtime pay when they exceed more than 40 hours in a workweek.

APPROVAL OF TRAVEL:

Travelers may not approve the reimbursement of their own travel expenses. In addition, an Employee may not approve the travel expenses of an individual to whom he or she reports either directly or indirectly.

PAYMENT OF TRAVEL EXPENSES:

Under guidelines established by Duffy's Sports Grill, corporate credit cards may be issued to Employees who travel on official Duffy's business. Any traveler issued such a card should use the card to pay for all expenses related to official company business travel, including lodging and food, except where the card is not accepted. Certain prepaid expenses such as transportation tickets and conference fees may be billed directly to the company.

AIR TRAVEL:

Coach class or any discounted class airfare should be used in the interest of economy. The use of business or first-class or other higher-cost services may be authorized only under the circumstances listed in the Policy.

AUTOMOBILE TRAVEL/PRIVATE VEHICLES:

Travelers may use their private vehicles for business purposes if it saves time or if it is less expensive than renting a car, taking a taxi, or using alternative transportation.

Duffy's Sports Grill will reimburse Employees for approved travel in their private vehicles at the rate specified by the President or CFO. Standard mileage rates are discretionary to the use of cars, vans, pickups, or panel trucks and will be announced by the CFO.

This rate will change from time to time based on economic conditions. All mileage requests must be submitted on the proper forms with the appropriate information and signed by the Supervisor approving the reimbursement.

SURFACE TRANSPORTATION USED IN LIEU OF AIR TRAVEL:

If advance approval has been obtained, a traveler may use surface transportation for personal reasons even though air travel is the appropriate mode of transportation. The cost of meals, lodging, parking, mileage, tolls, taxis, and ferries incurred while in transit by surface transportation may be reimbursed. Such costs may not exceed the cost of airfare, based on the lower the regular coach fare available for the location of travel from a standard commercial air carrier, plus transportation costs to and from the terminals.

RENTAL CARS:

A vehicle may be rented when renting would be more advantageous to Duffy's Sports Grill than other means of commercial transportation, such as using a taxi. Reservations should be made whenever possible, and a compact or economy model should be requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. The discount negotiated with car rental agencies by Duffy's should be requested when available.

The purpose of this policy is to outline how Duffy's Sports Grill pays for business travel. Duffy's travel should be properly authorized, reported, and reimbursed; under no circumstances may expenses for personal travel be charged to, or be temporarily funded by, Duffy's unless otherwise noted in this Policy. It is the traveler's responsibility to report his or her actual travel expenses in a responsible and ethical manner and in accordance with the regulations set forth in this Policy. Any exceptions to the Policy must be submitted for approval to the department head or other Duffy's official as defined in this Policy.

NON-REIMBURSABLE EXPENDITURES:

Duffy's Sports Grill maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed. Examples of expenses that are not reimbursable include, but are not limited to:

- First-class tickets or upgrades
- Movies
- Participation in or attendance at entertainment or sporting events, or other entertainment
- Purchase/rental of golf clubs or any other sporting equipment
- Spa or exercise charges
- Valet service (unless it is the only parking available within a reasonable distance of the hotel or dining facility)
- Toiletry articles
- Tires and oil changes
- Expenses for spouses, friends, or relatives on a trip (is the responsibility of the approver to determine any added cost for double occupancy and related expenses and to make the appropriate adjustment in the expense report(s))
- Dry cleaning or laundry (unless related to uniforms or dress code)

*DUFFY'S SPORTS GRILL offers this list of non-reimbursable expenses by way of example only, and in no way means to imply that categories of expenses not included on this list should automatically be eligible for reimbursement. This list is meant to be a guide. If you have questions about a particular expense, please contact the Chief Financial Officer or the Human Resources department.

3.6 PAYCHECK POLICY:

All Employees are required to choose a paperless pay option, including direct deposit and the Wisely Pay card. Pay

periods are two weeks in length and begin on Monday ending on Sunday. All pay will be administered bi-weekly on Fridays.

PROCEDURE FOR ISSUING FINAL CHECK TO TERMINATED EMPLOYEES:

Employees who are terminated will be paid on their next regular pay period. Employees who voluntarily quit will be paid upon their next regular pay period which is more than five (5) days after quitting – not to exceed a time frame of twenty (20) days from the last day worked.

3.7 DRESS FOR YOUR DAY POLICY:

The Dress for your Day Policy allows for Employees' discretion to select the appropriate dress for the business of each workday. Employees are allowed to wear casual dress on workdays when they do not have meetings with vendors or other outside third parties. When involved in any such meetings, Employees are expected to wear business attire that best reflects the meetings and clients. While dress for your day is intended to be relaxed, the expectation is that Employees will wear clothing appropriate for an office environment.

Traditional business attire is always acceptable. On occasion, if visitors are expected, all staff may be required to forgo Dress for your Day and be required to wear business causal or business attire. These days will be announced well in advance so Employees can plan accordingly.

Dress for your Day clothing and appearance must be neat, clean, and professional always.

Examples of Appropriate vs. Inappropriate Attire

Appropriate	Inappropriate
Pants/Skirts/Dresses	
• Dress pants, khakis, corduroys, or capris • Dresses, skirts of appropriate length • Jeans on Friday (clean and free of rips, tears, fraying, not excessively tight, revealing)	• Sweatpants • Exercise apparel or activewear • Beach wear • Shorts • Ripped pants • Short skirts
Shirts/Tops/Jackets	
• Polo collar knit or golf shirts • Button down shirts • Sweaters, long or short sleeve • Short-sleeve blouses or shirts • Turtlenecks • Blazers or sport coats • Jackets	• Shirts with offensive writing or large logos • T-shirts or sweatshirts • Beachwear, tank tops • Exercise apparel or activewear • Crop tops, clothing showing midriffs, halter tops
Shoes	
• Loafers or tie shoes • Dress shoes, pumps (low to high heeled) • Dress sandals with heel strap • Deck shoes, dress boots • Casual, open back shoes (mules, sling backs) • Athletic or walking shoes	• Floppy Sandals • Crocs • Slippers

*Please note: These are examples and not an exhaustive list; when in doubt, consult with the Human Resources department.

BENEFIT POLICIES

4.1 PAID TIME OFF POLICY (PTO):
Each year, paid time off (PTO) hours expire at the end of that year. PTO hours do not accumulate and must be used in the year the PTO hours are available. You will not be paid for unused PTO hours upon termination, whether voluntary or involuntary, unless payment is required by law. There will be no PTO pay given in lieu of PTO hours not taken.

PTO hours must be taken the year they have been earned and will not roll over into the following year. Any PTO

earned but not used will be forfeited at the time of termination, whether voluntary or involuntary.

Employees are required to use available PTO when taking time off from work. Whenever possible, PTO must be scheduled at least two weeks in advance. PTO is subject to Supervisory approval, department staffing needs, and established departmental procedures. Approved and scheduled PTO may only be taken in 40-hour increments or five workdays plus weekends.

Duffy's Sports Grill recognizes that Employees have diverse needs for time off from work and, as such, Duffy's Sports Grill has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick, and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, bereavement, or other situations that require time off work.

PTO is given upon hire or transfer into a benefits-eligible position. Eligible Employees must be scheduled to work at least 30 hours per week on a regular basis. Employees working less than 30 hours per week on a regular basis, on-call, and temporary Employees are not eligible to accumulate PTO. Eligible Employees include all members of Restaurant Operations Management as per the guidelines below.

ACCUMULATION AND PAYMENT OF PTO:

PTO is based upon tenure. Length of service determines the rate at which the Employee will earn PTO. PTO is not earned during the time of an unpaid leave of absence.

PTO days are awarded the January following your anniversary date

When PTO is used, an Employee is required to use PTO hours according to their regularly scheduled workday. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

	Maximum number of days per quarter allowed
Quarter 1	5 Days
Quarter 2	5 Days
Quarter 3	10 Days
Quarter 4	5 Days

4.2 DUFFY'S MANAGER MVP POLICY:

The Duffy's Manager MVP card is an additional benefit provided for personal use. At their discretion, a Manager may choose to allow an **immediate** family member to use the benefits of the card unless they are also employed by Duffy's Sports Grill. The card cannot be used for guests or hourly Team Players. The benefits of the card may not be used for take-out and cannot be used during peak hours, events, and while the restaurant is on a wait. A Manager's MVP Card may not be used in conjunction with any other discounts or promotions, including but not

limited to Team Player discount, Free Dessert, $5.00 off coupons, etc. Card activity is monitored and any questionable or fraudulent activity may result in progressive discipline up to and including termination.

4.3 BEREAVEMENT LEAVE POLICY:

Duffy's Sports Grill understands how difficult it is when you lose a member of your family, and we want to help accommodate you while you deal with your loss. If a death occurs in your family**,** Duffy's Sports Grill may provide you with up to three (3) days paid leave following the death. If more time is needed, you may use any accrued Paid Time Off or unpaid leave.

If you have a death of someone that is outside of the family definition, you can take one (1) paid day off per fiscal year for bereavement following the death. If more time is needed, you may use any accrued Paid Time Off or unpaid leave.

GUIDELINES:

Family members include your parents, stepparents, grandparents, step-grandparents, siblings, stepchildren, spouses, domestic partners (same or opposite sex), children, grandchildren, and in-laws.

4.5 CIVIL AIR PATROL LEAVE POLICY:

Eligible Employees who are members of the Civil Air Patrol will be allowed up to 15 days of unpaid leave annually for the purpose of participating in Civil Air Patrol training or missions. Employees will not be required to use accrued Paid Time Off or any other type of accrued leave prior to taking unpaid Civil Air Patrol leave but may choose to use such benefits.

4.6 COURT APPEARANCE LEAVE POLICY:

An Employee subpoenaed as a witness in a court or administrative hearing, not involving personal litigation or service as a paid expert witness, shall be granted court appearance leave not to exceed the number of hours in the Employee's regular workday. Any witness fees may be kept by the Employee. In the case of such court appearance, leave provided shall not be reduced.

If the court appearance does not require an absence for the entire workday, the Employee should return to work immediately upon release by the court.

The Employee typically still shall be granted administrative leave for the total hours served as a court witness, not to exceed the number of hours in the Employee's regular workday. The Employee's work schedule may be adjusted to avoid accrual of special compensatory leave.

APPROVAL:

This type of administrative leave is approved by the department. If an Employee is subpoenaed, please notify your Manager as quickly as possible so that they can arrange time off.

4.7 UNPAID LEAVE OF ABSENCE POLICY:

Personal circumstances sometimes occur in which Duffy's Sports Grill may grant a personal leave of absence without pay to full-time regular and part-time regular Employees. However, Employees must be employed for at least six (6) months prior to the requested leave. The leave may be granted for up to thirty (30) days.

GUIDELINES:

Any request for a leave of absence must be submitted in writing as far in advance as possible to be reviewed on a case-by-case basis by the Employee's Manager/Supervisor and the Human Resources department. The decision to approve or disapprove the request will be based on the circumstances, the length of time requested, the Employee's job performance and attendance, the reason for the leave, the effect the Employee's absence will have on the work in the department, and the expectation that the Employee will return to work when the leave expires.

INSURANCE PREMIUMS:

Duffy's Sports Grill will continue to provide health benefits to an Employee who is on leave on the same basis as if a leave had not been taken. However, if any of the leave time is unpaid, the Employee must submit payment for the Employee portion of the benefit premiums to Duffy's Sports Grill**.** Payments need to be paid on the first day of the month that the payroll deduction would have taken place. The Compensation and Benefits Manager will explain this procedure at the time of the leave.

BENEFIT ACCRUALS:

While an Employee is on an unpaid leave of absence, Paid Time Off will not accrue. In addition, while on leave, the Employee will not be paid for any Duffy's Sports Grill observed holidays.

4.8 ANNUAL SALARY REVIEW:

Individuals who are on an approved leave of absence during the annual salary review process will be reviewed upon the first week of their return to work and any increase will be made retroactive to the first day the individual returns to work. This salary review should be accompanied by a completed performance review.

4.9 RETURNING/NOT RETURNING TO WORK FROM A LEAVE:

An Employee who returns to work following an unpaid leave will be considered as having continuous service. If an Employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the Employee notifies their Manager of not returning to work, whichever is sooner. Employees who do not return to work from an unpaid leave of absence may be considered for re-employment based on the circumstances in which the Employee left.

If the unpaid leave of absence is granted, every effort will be made to reinstate the Employee in a similar position. However, because of changing business conditions, reinstatement cannot be guaranteed. When an Employee is ready to return from a leave of absence without pay, Duffy's Sports Grill will attempt to reinstate the Employee to their former position or to one with similar responsibilities.

4.10 MATERNITY/PATERNITY/ADOPTION PAID LEAVE POLICY:

Maternity/paternity/adoption leave under this Policy is a paid leave associated with the birth of an Employee's own child or the placement of a child with the Employee in connection with adoption or foster care.

Maternity/paternity/adoption leave is not charged against the Employee's PTO, and the number of paid days received is a total of 10 workdays. The paid leave is compensated based on the following criteria:

- Paid parental leave is available to salaried Managers and Corporate Office staff
- Paid parental leave is available after 90 days of service in a salaried Management position or Corporate position.

CONTINUATION OF BENEFITS:

Health insurance benefits will continue to be provided during the paid maternity/paternity/adoption leave under this Policy at the same rate as in effect before the leave was taken, regardless of length of service, provided the Employee has at least one full year of service. Paid leave benefits will continue to accrue.

REQUIREMENTS FOR OBTAINING PAID LEAVE:

The Employee must provide to their direct Supervisor 30 days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable), complete the necessary forms, and file them with the Human Resources department.

After the two weeks of maternity/paternity/adoption leave have been exhausted, subsequent leave will be covered under appropriate policies. The Family and Medical Leave Act (FMLA) allows Employees up to 12 workweeks of unpaid leave annually. Paid leave under this Policy will run concurrently with FMLA leave. After paid maternity/paternity leave is exhausted, the Employee is required to apply any other available paid leave, which will also run concurrently with FMLA leave.

INSURANCE PREMIUMS:

Duffy's Sports Grill will continue to provide health benefits to an Employee who is on leave on the same basis as if a leave had not been taken. However, if any of the leave time is unpaid, the Employee must submit payment for the Employee portion of the benefit premiums to Duffy's Sports Grill**.** Payments need to be paid on the first day of the month that the payroll deduction would have taken place. The Compensation and Benefits Manager will explain this procedure at the time of the leave.

BENEFIT ACCRUALS:

While an Employee is on a leave of absence, sick time and vacation time will not accrue. In addition, while on leave, the Employee will not be paid for any Duffy's Sports Grill observed holidays.

ANNUAL SALARY REVIEW:
Individuals who are on an approved leave of absence during the annual salary review process will be reviewed upon the first week of their return to work and any increase will be made retroactive to the first day the individual returns to work. This salary review should be accompanied by a completed performance review.

RETURNING/NOT RETURNING TO WORK FROM A LEAVE:
An Employee who returns to work following an unpaid leave will be considered as having continuous service. If an Employee does not return from an unpaid leave, the termination date is the last day of the authorized leave period or the date the Employee notifies their Manager of not returning to work, whichever is sooner. Employees who do not return to work from an unpaid leave of absence may be considered for re-employment based on the circumstances in which the Employee left.

4.11 PARENTAL LEAVE POLICY:
Duffy's Sports Grill recognizes the additional physical and emotional demands of a new child. To help ease these demands, Duffy's Sports Grill provides two weeks of parental leave with partial pay for eligible full-time, alternative schedule regular, and part-time regular Employees on the terms set forth below. In addition, for Employees who are ineligible for FMLA leave, Duffy's Sports Grill provides unpaid parental leave under Florida law.

PARENTING LEAVE WITH PARTIAL PAY:

- This leave may be taken in connection with the birth of an Employee's child or the placement of a child with the Employee for adoption or foster care
- This leave is for two (2) consecutive weeks and generally must be taken during the first two weeks after the birth or placement of a child with the Employee for adoption or foster care
- This leave may not be taken on an intermittent or reduced schedule basis
- If an Employee is eligible for FMLA leave, leave taken under this policy will also be considered FMLA leave and be counted against the Employee's leave entitlement under FMLA

ELIGIBLE EMPLOYEES:
Employees eligible for parental leave with partial pay are those who are ineligible for short-term disability or sick leave during the leave period.

PROCEDURE:
To apply for parental leave, you must request the leave from the Human Resources department at least thirty (30) days prior to the expected date of the event and complete a Leave Request form. This form should be returned to the Compensation & Benefits Manager.

OTHER UNPAID PARENTING LEAVE:

Eligible Employees
Employees who are ineligible for FMLA leave are still eligible for up to six (6) weeks of unpaid leave under state parental leave laws in connection with the birth of a child or for the placement of a child with the Employee for adoption.

Procedure
To apply for this leave, you must request the leave from the Human Resources department at least thirty (30) days prior to the expected date of the event and complete a Leave Request form. This form should be returned to the Compensation and Benefits Manager.

Insurance Premiums
Duffy's Sports Grill will continue to provide health benefits to an Employee who is on unpaid non-FMLA parenting leave on the same basis as if a leave had not been taken. However, the Employee must submit payment for the Employee portion of the medical benefit premium to Duffy's Sports Grill. Premium payments should be made payable to Duffy's Sports Grill and mailed to the Compensation and Benefits Manager according to the schedule outlined prior to the parental leave.

4.12 DOMESTIC VIOLENCE LEAVE:
Duffy's Sports Grill Employees who have been employed for three months or more, but do not have adequate accrued PTO hours, may request and receive up to three (3) working days of unpaid leave in any 12-month period if the Employee or an immediate family or household member is a victim of domestic violence. The Employee must provide Duffy's Sports Grill with appropriate advance notice of the leave except in cases of imminent danger to the health or safety of the Employee or a family member.

Employees may use the leave to 1) seek an injunction for protection, 2) obtain medical care and/or mental health counseling, 3) obtain services from a victim's services organization, 4) make the Employee's home secure or seek new housing, and 5) seek legal assistance or prepare for court-related proceedings.

An Employee requesting leave under this Policy must exhaust all other means of paid leave available and should consult with the Human Resources department regarding the procedure to request this leave. All information relating to the Employee's leave under these conditions will remain as confidential as possible. An Employee will not be discharged, demoted, suspended, retaliated against, or in any other manner discriminated against for exercising his or her rights under Florida's Domestic Violence Act.

4.13 CIVIC DUTY LEAVE:
Duffy's Sports Grill provides civic duty leave for jury duty and for Employees to vote in local, state, and federal elections.

Duffy's Sports Grill encourages and supports Employees in the fulfillment of their civic duties by serving on jury duty when summoned. If you are summoned to jury duty, you must use your PTO bank first and then may take the remainder of the time unpaid unless otherwise required by law.

Employees are allowed to keep the compensation paid to them by the courts. Service on a jury will not result in a decrease in benefits or vacation accrual.

If scheduled jury duty falls at a time when the Employee cannot be away from work, the company may request that the court allow the Employee to choose a more convenient time to serve if they make a request in accordance with the court's procedures. The Employee must cooperate with this request.

4.14 VOTING POLICY:

Duffy's Sports Grill complies with all relevant laws regarding time off from work to vote in elections at the federal, state, and local levels. Normal voting hours, absentee ballots, and early voting provide Employees with options and/or sufficient time to vote on election days. However, any Employee who requires additional time off must make a request to their Supervisor at least two days prior to the election.

4.15 FAMILY AND MEDICAL LEAVE POLICY:

Duffy's Sports Grill recognizes that leaves of absence from active employment may be necessary for family or medical reasons. Duffy's Sports Grill offers unpaid leaves of absence in compliance with the Family Medical Leave Act of 1993 (" FMLA").

GUIDELINES:

Duffy's Sports Grill will grant family and medical leave in accordance with the requirements of applicable state and federal laws in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, Duffy's Sports Grill refers to these types of leaves collectively as "FMLA leave." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In any instance, Employees will be eligible for the most generous benefits available under applicable laws.

Please contact the Human Resources department as soon as you become aware of the need for an FMLA leave. Employees are expected to provide prompt notice to Duffy's Sports Grill of any change(s) to an Employee's return-to-work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless you and Duffy's Sports Grill have agreed otherwise in writing.

a. Employee Eligibility

To be eligible for FMLA leave benefits, you must (1) have worked for Duffy's Sports Grill for a total of at least twelve (12) months; (2) have worked at least 1,250 hours over the previous twelve (12) months as of the start of the leave; and (3) work at a location where at least 50 Employees are employed by Duffy's Sports Grill within 75 miles, as of the date the leave is requested.

b. Reasons for Leave

State and federal laws allow FMLA leave for various reasons. Because an Employee's rights and obligations may vary depending upon the reason for the FMLA leave, it is important to identify the purpose or reason for the leave. FMLA leave may be used for one of the following reasons:

1) the birth, adoption, or foster care of an Employee's child within 12 months following birth or placement of the child ("Bonding Leave");
2) to care for an immediate family member (e.g., spouse, child, or parent with a serious health condition) ("Family Care Leave");
3) an Employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
4) a "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U.S. Secretary of Defense, President, or Congress, as required by law ("Military Emergency Leave"); or
5) to care for a spouse, child, parent, or next of kin (nearest blood relative)—who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Military Caregiver Leave").

c. Length of Leave

The maximum amount of FMLA leave will be twelve (12) workweeks in any twelve (12)-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Duffy's Sports Grill and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A twelve (12)-month period begins on the date of your first use of FMLA leave. Successive twelve (12)-month periods commence on the date of your first use of such leave after the preceding twelve (12)-month rolling period has ended.

The maximum amount of FMLA leave for an Employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single twelve (12)-month period. A "single twelve (12)-month period" begins on the date of your first use of such leave and ends twelve (12) months after that date.

If both spouses work for Duffy's Sports Grill ***and*** are eligible for leave under this policy, the spouses will be limited to a total of twenty-six (26) workweeks off between the two when the leave is for Military

Caregiver Leave only or when the leave is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave, and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently, which means taking leave in blocks of time or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than thirty (30) minutes.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an Employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

d. Notice and Certification

(i) Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

1) when the need for the leave is foreseeable, thirty (30) days advance notice or such notice as is both possible and practical if the leave must begin in less than thirty (30) days (normally this should be the same day the Employee becomes aware of the need for leave or the next business day);
2) when the need for leave is not foreseeable, notice within the time prescribed by Duffy's Sports Grill's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practicable;
3) when the leave relates to medical issues, a completed Certification of Healthcare Provider form within fifteen (15) calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
4) periodic recertification (upon request); and
5) periodic reports during the leave.

Certification forms are available from the Human Resources department. At Duffy's Sports Grill expense, the Duffy's Sports Grill may also require a second or third medical opinion regarding any serious health condition. Employees are expected to cooperate with Duffy's Sports Grill in obtaining additional medical opinions that Duffy's Sports Grill may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the operation of Duffy's Sports Grill. Please contact your Supervisor and the Human Resources department prior to scheduling a planned medical treatment.

(ii) Military Emergency Leave Requirements

Employees are required to provide:

1) as much advance notice as is reasonable and practicable under the circumstances;
2) a copy of the covered military member's active-duty orders when the Employee requests leave; and
3) a completed Certification of Qualifying Exigency form within fifteen (15) calendar days, unless unusual circumstances exist to justify providing the form later.

Certification forms are available from the Human Resources department.

(iii) Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at the expiration of your leave and have not obtained an extension of the leave, Duffy's Sports Grill may presume that you do not plan to return to work and have voluntarily terminated your employment.

e. Compensation During Leave

During family or medical leave provided under this policy, you are required to use all your earned PTO at the beginning of your approved FMLA leave.

f. Benefits During Leave

Duffy's Sports Grill will continue to make contributions to your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-work week period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, Duffy's Sports Grill may recover premiums it had paid to maintain health coverage if you fail to return to work following an FMLA Leave.

If you are on an FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through Duffy's Sports Grill in conjunction with federal and/or state COBRA guidelines by making monthly payments to Duffy's Sports Grill for the relevant premium. Please contact the Compensation and Benefits Manager for further information.

Your length of service will remain intact during the leave but accrued benefits such as PTO hours will not

accrue while on an unpaid FMLA leave.

g. Job Reinstatement
Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an Employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the Employee can perform the essential functions of the job as far those essential functions relate to the Employee's serious health condition. For an Employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the Employee's ability to perform his or her duties based on the serious health condition for which the Employee took the intermittent leave.

"Key Employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "Key Employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

4.16 MILITARY LEAVE POLICY:

Duffy's Sports Grill provides unpaid military leave to Employees called to serve for a specified period in the Armed Forces of the United States. An Employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, or Public Health Service will be granted an unpaid leave of absence for active duty, active duty for training, initial active duty for training, inactive duty training, National Guard or Reserve duty, examinations to determine fitness for any such duty, and any other leave permitted by USERRA or any applicable state military leave statute. Employees on military leave may substitute their accrued PTO for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions, an Employee generally has a right to return to the job position that he/she would have obtained with reasonable certainty if not for the absence due to service, so long as the person is qualified for the job.

An employer must grant a leave of absence up to 10 working days without pay to an Employee whose immediate family member, as a member of the United States Armed Forces, has been injured or killed while engaged in active service. The length of leave may be reduced by any period of paid leave provided by the employer.

Unless the leave would unduly disrupt the operations of the employer, an employer must grant a leave of absence without pay to an Employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The employer may limit the amount of leave to the actual time necessary for the Employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.

GUIDELINES:

Under USERRA, the Uniformed Services Employment and Reemployment Rights Act, a person whose military service lasts one (1) to ninety (90) days will be promptly reemployed in the following order of priority:

(1) In the job the person would have held had the person remained continuously employed so long as the person is qualified for the job or can become qualified after reasonable efforts by the employer to qualify the person.
(2) If the Employee cannot become qualified for the position described above, they will be reemployed in the position the Employee held on the date the Employee commenced their service so long as the person is qualified for the job or could become qualified after reasonable efforts by the employer.
(3) If the Employee cannot become qualified for either of the above positions (other than for a disability incurred in or aggravated by the military service), they will be reemployed in any other position that is the nearest approximation of the position described in (1) above for which the person is qualified, with full seniority.

If the military service lasts ninety-one (91) days or more, the Employee will be promptly reemployed in the following order of priority:

(1) In the job the person would have held had the person remained continuously employed, or a position with equivalent seniority, status, and pay so long as the person is qualified for the job or can become qualified after reasonable efforts by the employer to qualify the person.
(2) If the Employee cannot become qualified for the position described above, they will be reemployed in the Employee's pre-service position so long as the person is qualified for the job or could become qualified after reasonable efforts by the employer.
(3) If the Employee cannot become qualified for either position described above, they will be reemployed in any other position which is the nearest approximation of the position described in (1) above for which the person is qualified, with full seniority.

Veterans who refuse employment after returning from active duty or who fail to apply for re-employment within the periods specified (unless the applicable deadline is impossible or unreasonable through no fault of the Employee) may be considered to have resigned their employment, consistent with Duffy's Sports Grill regular attendance policy. However, the Employee may use their vacation accruals prior to any unpaid leave of absence.

An Employee must notify their Manager of the need to take Military Leave as soon as the Employee learns of the need (unless they are unable to do so because of military necessity or it is otherwise impossible or unreasonable to do so). Upon receipt of orders for any type of military service, an Employee must provide a copy of those orders to their Manager immediately.

BENEFITS:
An Employee called to military duty that requires the Employee to be active for thirty (30) or fewer days is not required to pay more than the normal Employee share of any health insurance premiums.

An Employee on extended military leave of thirty-one (31) days or more may elect to continue group health coverage for the Employee and/or covered dependents under COBRA. The Employee and covered dependents can continue group health and dental insurance for up to twenty-four (24) months by paying 100% of the full premium rate. If coverage is not elected to continue under COBRA for the Employee and/or dependents, health and dental insurance coverage will end on the last day of the month following the thirty-one (31) day waiting period. An Employee on military leave may not take one vacation day a month to extend the employer contribution for insurance benefits.

Group term life/AD&D insurance provided by Duffy's Sports Grill will terminate the day the Employee becomes active military.

Group disability insurance provided by Duffy's Sports Grill will terminate the day the Employee becomes active military.

Employees on military or any other comparable leave do not accrue PTO nor do they receive holiday pay.

RETIREMENT PLANS:
If an Employee who is called to military duty is enrolled in a retirement plan with Duffy's Sports Grill, upon reemployment the Employee will be credited for purposes of vesting with the time spent in the military service and will not be treated as having incurred a break in service. Immediately upon reemployment, the Employee can make contributions to the plan. In addition, the Employee can make contributions for the time they missed during their military leave. Contact the Human Resources department for more information on the rules for making these contributions.

REINSTATING BENEFITS:
If health and/or dental insurance coverage offered through Duffy's Sports Grill is dropped when the Employee is released from active duty, he or she must apply to have coverage reinstated when reemployed.

RETURN FROM MILITARY LEAVE:
Employees returning from Military Leave are entitled to reinstatement upon the satisfaction of certain conditions, as described generally below.

NOTICE REQUIRED:
Upon return from military service, an Employee must provide notice of or apply for reemployment in accordance with the following schedule:

- An Employee who served for less than thirty-one (31) days or who reported for a fitness to serve examination must provide notice of intent to return to work (either written or verbal) at the beginning of the first full regularly scheduled work period that starts at least eight hours after the Employee has returned from the location of service.
- An Employee who served for more than thirty (30) days, but less than one-hundred eighty-one (181) days, must apply for reemployment (either written or verbal) no later than fourteen (14) days after completing their period of service, or, if this deadline is impossible or unreasonable through no fault of the Employee, then on the next calendar day when submission becomes possible.
- An Employee who served for more than one-hundred eighty-one (181) days must apply for reemployment (either written or verbal) no later than ninety (90) days after the completion of the uniformed service, or, if this deadline is impossible or unreasonable through no fault of the Employee, then on the next calendar day when submission becomes possible.
- An Employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the Human Resources department (if the service was less than thirty-one (31) days or if the Employee reported for a fitness to serve examination) or apply for reemployment (if the service was greater than thirty (30) days) at the end of the necessary recovery period (but which may not exceed two years).

REQUIRED DOCUMENTATION:

An Employee whose military service was for more than thirty (30) days must provide documentation within two (2) weeks of their return (unless such documentation does not yet exist or is not readily available) showing the following:

(1) the application for re-employment is timely (i.e., submitted within the required period as described above);
(2) (ii) the period of service has not exceeded five years (subject to the exceptions described in USERRA); and
(3) (iii) the Employee's separation from military service does not disqualify him or her from reemployment.

Examples of separations from military service that disqualify an Employee from reemployment are dishonorable discharge, bad conduct discharge, separation from uniformed service under other than honorable conditions (as defined by the applicable federal regulations governing the uniformed services), a dismissal of a commissioned officer under certain circumstances, and a commissioned officer being dropped from the rolls under certain circumstances.

If an Employee returning from Military Leave is unable to provide the documentation within the two-week period because it does not yet exist or is not readily available, the Employee shall provide the documentation as soon as he or she receives it or has access to it.

DISCRIMINATION/RETALIATION:
No Employee shall be discriminated against based on the person's membership, application for membership, performance or service, application for service, or obligation for service in the uniformed services. No Employee will be retaliated against based on the Employee's actions to enforce any protection afforded to any person under USERRA.

FAILURE TO RETURN TO WORK FROM ANY LEAVE OF ABSENCE:
Duffy's Sports Grill will assume that any Employee who fails to return to work upon expiration of a leave of absence without prior permission has elected to resign from the organization.

4.17 EMPLOYEE REFERRAL INCENTIVE PROGRAM POLICY:
Since Duffy's Sports Grill's future is dependent upon our ability to be an employer of choice, it is our policy to reward our Employees for referrals. We will present Employees with a bonus for a referral that results in hiring the preferred candidate.

GUIDELINES:
You must be an active Duffy's Sports Grill Employee to refer candidates. Once the candidate is hired, the incentive is contingent upon the new Employee's successful completion of training plus 90 (ninety) days of employment.

Candidates must be a direct referral and listed on their application.

Occasionally a special referral bonus may be offered for a specifically targeted position. The referral guidelines would then follow through email communication, and the position, guidelines, and referral bonus information would also be posted in Duffy's Sports Grill.

No referral incentive will be paid to anyone who mentions the referral after the Team Player has been hired.

The referring Employee must be actively employed at the time the bonus is paid.

The Referral Incentive Program is a discretionary program and will be reviewed, changed, or discontinued as needed.

Those not eligible are:

- Duffy's Sports Grill Executive Team
- Those having recruited or hiring responsibility for the position being filled
- Those who were part of a recruiting effort such as a job fair or campus visit
- Those who refer an individual who had already been introduced to Duffy's Sports Grill through other recruiting efforts or recruiting firms or a previous Duffy's Sports Grill Employee

If two or more Duffy's Sports Grill Employees refer the same individual, the first referral (determined by the date received by the hiring Manager) will be the only one that is paid.

PAYMENT PROCESS:

You will receive your bonus upon completion of the hired Employee's 90 (ninety) day probationary period. At that time, an Employee Referral Form should be submitted to the Payroll department. You must be on the payroll or on an approved leave of absence to collect the bonus. All bonus payments are treated like "supplemental wages" and are subject to higher withholding rates (see IRS regulations).