

EMPLOYEE HANDBOOK



**DOWN TO
EARTH**

LANDSCAPE & IRRIGATION

**Seasons Service Select, LLC
SSS Down to Earth Opco LLC
SSS Down to Earth Opco II LLC
SSS Brevard Opco LLC
SSS Evergreen Opco LLC
SSS R&D Opco LLC
SSS Twin Rivers Opco LLC**

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Welcome

This Handbook has been designed to help you know the company better and to keep you accurately informed of our policies and procedures. Whether you have been with us for a short time or for many years, we want you to know that we appreciate the contributions you are making to the continued success of our organization. This Employee Handbook is a summary of the principles for which we stand, the benefits you receive, and the obligations and responsibilities you have as an employee. As the company grows, we want you to grow too! You and your job are important to our continued growth and security because we are all working towards a common goal of building a stronger and better place in which to work together.

The Employee Handbook is intended to let you know what to expect from us and what we expect from you. The policies will remain in effect unless changes are required by law or considered necessary or advisable due to conditions pertaining to our industry or generally. Management reserves the right to make personnel policy changes and to interpret policy.

Please read the Employee Handbook carefully. It remains available to you for future reference as well. If you have any questions concerning the policies or benefits outlined in this Employee Handbook, please ask your supervisor or contact Human Resources for assistance, as you will be asked to attest to having been provided the Employee Handbook for your review.

It is a pleasure to welcome new employees and to extend best wishes for continued success to those who have become a part of the growth and progress of the company. We are sincerely proud to have you as a member of our team.

Please see your office manager if you have any questions or concerns relating to the Employee Handbook.

Again, welcome to the team!

Sincerely,

Tom Lazzaro, CEO

Employment At Will

This Employee Handbook is the property of Seasons Service Select, LLC and its subsidiaries, including SSS Down to Earth Opco LLC, SSS Down to Earth Opco II LLC, SSS Brevard Opco LLC, SSS Evergreen Opco LLC, SSS R&D Opco LLC, and SSS Twin Rivers Opco LLC, all of which are referred to collectively in this Employee Handbook as the “Company” or as “Down to Earth.”

The contents of this Employee Handbook are confidential and intended only for Company employees. The policies, procedures, rules, benefits, and other elements of this Employee Handbook pertain only to our employees.

We want our employees to be happy and satisfied while working here at Down to Earth, and we strive to provide good pay, good benefits, and good working conditions so that our employees enjoy working in a warm, friendly, professional, and productive environment.

Employment at Down to Earth is “at will” which means that the Company does not offer, guarantee, or promise employment for any specific length of time. You have the right to leave our Company at any time and the Company has the right to terminate the employee relationship at any time, with or without notice and/or cause.

The employment policies described in this Employee Handbook are to be adhered to by all employees and failure to do so may result in termination.

The Employee Handbook is available in the Human Resources system. Contact your office manager if you need assistance with accessing the Employee Handbook.

THE EMPLOYEE HANDBOOK IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS EMPLOYEE HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE.

THE EMPLOYEE HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYER/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS EMPLOYEE HANDBOOK TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION.

About Us

A Company Rooted in ICARE

More than 30 years ago, Down to Earth Landscape & Irrigation began as a local, family-owned commercial landscape company committed to nurturing long-term customer relationships built on a foundation of unparalleled service. Along our journey, we have grown into a trusted full-service landscape, irrigation and landscape construction partner across Florida and beyond.

Mission & Vision

We approach each project with the mission and vision we have had from the start:

Our mission, in every endeavor, is to bring natural joy to our customers. We believe that the work we do every day speaks for itself, and the joy it brings is the ultimate reward.

Our vision is to be the service provider of choice in the green industry. This does not just mean providing service – it means to truly be there for our clients, our team, and our trusted vendors.

Our Culture

Our company culture revolves around on central concept, known as ICARE:

- **Integrity:** We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.
- **Community:** We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.
- **Accountability:** We meet our commitments to each other and to our valued customers and act if we fall short of expectations.
- **Relentlessness:** We are constant in our efforts to provide solutions to customers and to satisfy their needs.
- **Excellence:** We strive to deliver best-in-class quality and safety while improving our services and results every day.

Focus on Safety

Together with our **ICARE** values, we focus on creating a safe and productive work environment for our clients and crews. Our training initiative, known as the Green Vest Program, equips our team members to utilize proper protocols while appearing visible (distinguished by a green safety vest or shirt) as an employee in training. Once a team member has completed the necessary training, they graduate to an orange vest or shirt and officially join the dedicated crew that serves the community.

Our Work Philosophy

We recognize the importance of our employees and regard them as our greatest assets. With that philosophy in mind, we have developed the following employee relations policy. We believe in:

- Treating each employee as an individual. Your rights are respected with courtesy, dignity, and consideration;
- The value of cooperative, well trained, efficient, and loyal people working together for the benefit of each other and the Company;
- Providing fair wages, satisfactory employment, and good working conditions;
- Frank and open discussions of any problems and/or misunderstandings; and
- Promotions based on merit and ability, with preference given to those with greater length of service if all other factors are equal.

Our Staff

Down to Earth conducts its business operating in a professional, efficient, ethical, and resourceful manner. This makes the Company strong and contributes to the excellent reputation which we enjoy. A progressive, well-respected company can offer the best working relationship to its employees – good pay, good benefits, good working conditions, and a good opportunity for professional growth and job satisfaction.

It is our hope that our association with you will be satisfying and rewarding, and you will strive daily to improve your position on the Company team by providing the highest quality of service to our customers.

Our Customers

The continued growth and professional success of the Company depends on the attitude and effort of each member of our staff – upholding our ICARE values, maintaining a reputation for quality, integrity, professionalism, and service to our customers is our primary objective. In your contacts with our customers, you represent the Company so far as the customer is concerned.

Our reputation with our customers is at stake every time we experience a customer transaction. We benefit by being courteous, friendly, and helpful. We expect all employees to maintain a cheerful, positive, and respectful attitude with customers and with each other as well. No matter what work you perform, it is vitally important to our basic objective of providing quality service to our customers.

Personal Responsibilities

Employees must conduct their personal affairs in a fashion which will reflect well on the Company and not jeopardize their duties and responsibilities to the Company or create a conflict of interest with respect to their obligations to the Company. Employees must conduct themselves so that ethical, legal, or professional questions do not arise with respect to their association or work with the Company and/or its customers. We expect all our employees to conduct themselves with the highest degree of honor, integrity, and character.

Our Employment Policies and Procedures

Equal Employment Opportunity

It is the Company's policy to grant equal employment opportunities to all qualified persons without regard to race, creed, color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), religion, age, national origin, disability, veteran's status, marital status, citizenship status, or any other category protected by federal, state, or local statute. In addition, the Company will provide reasonable accommodations to the needs of disabled applicants or employees who have a known disability, so long as this does not create an undue hardship for the Company or threaten the health and/or safety of others at work.

It is our intent and desire to provide equal opportunity in employment, promotion, wages, benefits, and all other privileges, terms, and conditions of employment and to provide a work environment that is free from unlawful discrimination.

Policy Against Harassment

The company is committed to providing a work environment that is free from harassment and discrimination. In keeping with this commitment, we maintain a strict policy prohibiting any kind of unlawful harassment or discrimination on the basis of sex, age, race, color, religion, national origin, disability, age or any other protected category. This policy prohibits harassment in any form, such as verbal, physical, and visual harassment.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of the individual's protected characteristic(s), and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.

Examples of harassment can include, but are not limited to, the following:

1. Nicknames pertaining to any ethnic, religious, or age characteristics or stereotypes;
2. Racial, ethical, age, or religious jokes;
3. Signs, magazines, or bulletin board notices that are found offensive by a protected minority; and
4. Use of any racial slurs.

The definition of sexual harassment includes: (1) quid pro quo sexual harassment where employment or continuing employment is based on the granting of a sexual favor and (2) the creation of a hostile work environment to the extent that an employee feels coerced or intimidated. A hostile work environment

can be created by words and/or actions. Words or actions are considered unlawful sexual harassment if, among other things, they are: (1) sexual in nature, and (2) unwelcome.

Examples of sexual harassment can include, but are not limited to, the following:

1. Unwelcome sexual flirtations, advances, touching, or propositions;
2. Verbal abuse of a sexual nature;
3. Offensive comments of a sexual nature;
4. Sexually degrading words, gestures, or images; and
5. The display in the workplace of sexually suggestive objects or pictures.

Any employee who believes the employee has been harassed by a co-worker, manager, customer, or agent of the Company should promptly report the facts of the incident or incidents and the names of the individuals involved to the employee's supervisor, Office/Branch Manager, Human Resources department or to any member of management with who the employee feels most comfortable with.

Supervisors should report all complaints of harassment to the Office/Branch Manager who will report harassment to the Human Resources department to ensure that such complaints are investigated and resolved promptly and effectively. The Company's will conduct its thorough investigation of all complaints as confidentially as possible and practical. The Company will advise the employee of any conclusions as appropriate and permissible.

Any employee, including supervisors and management, who is found, after an appropriate investigation, to have engaged in harassment of another employee will be subject to disciplinary actions, up to and including termination.

Policy on Romantic Relationships at Work

The Company believes that work relationships should remain professional in nature and business oriented. If a business relationship is impaired by emotional or personal involvement, employees, management and customers can be adversely affected. As an example, a manager dating an employee could be viewed by others as favoritism or discrimination and could provide a basis for a serious employee morale problem. As such, the Company has established a policy on romantic relationships at work, which states that no supervisor or member of management is permitted to have a romantic relationship with any employee that is under such supervisor's or manager's direct or indirect supervision. In addition, no supervisor or member of management may have a romantic relationship with any employee whose duties could create a real or apparent conflict of interest. Should a romantic relationship develop, it is the supervisor's or manager's responsibility to notify management so that appropriate preventive action may be taken. Violation of this policy may be grounds for disciplinary action up to and including termination from employment.

The terms "dating" and "romantic relationships" include, but are not necessarily limited to: casual dating,

serious dating, casual sexual involvement where the parties have no intention of carrying on a long term relationship, cohabitation and any other conduct or behavior normally associated with romantic or sexual relationships. The restrictions on romantic relationships apply regardless of the sexual orientation of the employees involved. This applies equally to opposite-sex and same-sex relationships.

Background Check Screening

The Company depends on the quality and reliability of its employees. Negligent hiring and employment practices can expose the Company to legal liability and lead to employee injuries, vehicle accidents, violence in the workplace and workplace theft. To hire and retain quality employees as well as minimize potential liability exposure and workplace wrongdoings, a background check may be conducted at any time.

Regarding criminal records, consideration of an individual's offenses and determination of whether an individual is disqualified from employment will be conducted in accordance with all applicable federal, state, and local laws. The Company will consider such factors as the job-relatedness, nature, severity and date of the offense in relation to the employee's position and duties. A consent form to authorize a background check may be required; failure to follow Company policies and procedures could result in disciplinary action up to and including termination.

Immigration Control and the I-9 Form

The Company is committed to compliance with federal immigration laws which require that all individuals complete an employment verification procedure before being permitted to work. As a condition of employment, every individual must complete the Employment Eligibility Verification Form I-9 and present documentation establishing the employee's identity and legal authorization to work in the United States no later than three business days after the employee is hired. If an employee's authorization to work in the United States will expire while still employed by the Company, it is the employee's responsibility to obtain subsequent work authorization and to complete a new I-9 form on or before the expiration of the original work authorization. All fees and costs associated with obtaining such work authorization generally will be the employee's responsibility.

Employees should contact Human Resources with any questions about this policy. Employees may raise questions or complaints about immigration law compliance without fear of retaliation.

Probationary Period (First 90 Days)

We consider the first 90 days that you work for Down to Earth as an introductory, or probationary, period to give the Company an opportunity to find out whether your work, attitude, and attendance meet the Company's standards. It also gives you the opportunity to see if you will enjoy working here.

Remember that employment with Down to Earth is "at will" and that your "at will" employee status will remain in effect during the entire course of your employment, both during and after the probationary

period. The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration. At the time of hire, you may be required to sign additional documentation attesting to the understanding of the probationary period and your rights.

Leaving the Company

Since employment with the Company is based on mutual consent, either the employee or the Company may terminate employment at any time, with or without cause, and with or without notice. An employee whose employment terminates (either voluntarily or involuntarily) must return all property owned or issued by the Company on the last day of employment.

Employee Resignation

If you resign from the Company, please give your supervisor written notice of your resignation as least two (2) weeks in advance of your last day to provide proper notice. Proper notice also means that you work during your two-week notice period (as opposed to taking PTO during your last two weeks at the Company). This courtesy will allow the Company enough time to adjust working schedules and secure a replacement. Also, proper notice is a professional courtesy and will reflect positively on your employment record and will be noted favorably in your personnel file.

Employees who leave in “good standing” may receive consideration if they wish to return to the Company. Good standing means that you leave with a satisfactory work record and give proper notice. Employees leaving between pay periods will be paid on the next regular scheduled payday or in accordance with applicable law.

Any unused PTO will be forfeited upon termination. Down to Earth encourages employees to use PTO throughout the year, to enable a balanced work-life.

Separation from Employment - Termination

If, in the opinion of the Company, an employee’s performance is unsatisfactory due to lack of ability, failure to fulfill the requirements of the job, or other reasons, the employee will be notified of any deficiencies and the immediate supervisor will work with the employee to attempt to remediate any deficiencies prior to being terminated for such deficiencies. Such notice and remediation opportunity is typically not given to employees during the introductory/probationary period, and termination is immediate.

If an employee is terminated for other reasons, such as violating a Company rule or policy or engaging in an activity that is detrimental to the Company, the Company may terminate the employee immediately. The Company considers such terminations as serious matters and handles them with the proper attention, concern, and consideration and with fair treatment. If you believe you have been treated unfairly, you have a right to an interview with a Human Resources representative.

Regardless of the reason for termination, the Company operates under an employment “at will” policy, as described earlier in this Employee Handbook. Prior to receiving your final paycheck, you must (1) surrender all Company property, including keys, documents and other items, and (2) fulfill all financial obligations to the Company.

Open Door Policy

One of the foremost goals of the Company is to ensure that you have a way to express your complaints, problems, opinions, suggestions, or comments. Our Problem-Solving Procedure has that aim in mind, and we encourage you to utilize it as your normal way of problem-solving. However, you may also, at your option, address any work-related problems or complaints with any supervisor or any other member of management with whom you feel comfortable. This policy is referred to as Down to Earth’s Open Door Policy, and we want all employees to feel comfortable with using it.

Employee Problem-Solving Procedure

Your work-related complaints or problems, no matter how large or small, are of concern to the Company. Employee job satisfaction, and satisfaction with working conditions, is important to the Company. Accordingly, the Company provides an effective and acceptable means of bringing your problems and complaints to our attention. The Problem-Solving Procedure, or grievance procedure, is available to all employees, and employees are expected to abide by the procedures set forth below. It is against Company policy for an employee to be criticized or retaliated against for using the Problem-Solving Procedure correctly. It is also Company policy to allow you to explain your position, and tell your side of the story, without retribution or penalty for doing so.

The sole purpose of our Problem-Solving Procedure is to help you work out to the satisfaction of both you and anyone else concerned with any complaint or problem that you might have. Remember, the only way we can understand and help you with a problem or complaint is if you make the problem/complaint known to the Company and explain your individual situation. We regard the use of the Problem-Solving Procedure as an opportunity to correct dissatisfaction in job related practices and policies and we appreciate your help in accomplishing this goal.

The Problem-Solving Procedure has the following purposes:

1. To resolve employee problems in a just and equitable manner;
2. To provide a formal mechanism, with time limits, to ensure prompt handling of employee complaints;
3. To alert management to causes of employee dissatisfaction and to provide an opportunity to explain and/or to eliminate the causes of dissatisfaction;
4. To resolve employee problems without retaliation against the employee using this procedure, and;

5. To create an atmosphere conducive to a high level of employee morale.

The Problem-Solving Procedure involved the following steps:

1. Your first step is to discuss the problem with your immediate supervisor. Every effort should be made to resolve the problem at this first level to the satisfaction of both parties. The complaint should be discussed with your supervisor within two consecutive workdays.
2. If your supervisor's answer is not satisfactory, you may submit your complaint in writing to the Office/Branch Manager.

Remember, the sole purpose of our Problem-Solving Procedure is to give you and the Company an opportunity to resolve problems or complaints of any kind, if possible, and it is important that any employee with a work-related problem or complaint utilize the Problem-Solving Procedure to resolve the issues.

Your Anniversary Date

Your anniversary date is the date of your initial employment or re-employment with the Company and reflects your experience within the Company. This date is used in determining your eligibility for several employee benefits which are related to length of service.

Your Job

Your job duties and responsibilities have been developed consistent with the needs of the Company. We must be ready to meet the needs of our customers, and we must remain flexible to adapt to changing situations. As such, the Company may on occasion ask you to perform job duties other than your regular job duties and to work hours which are different from your regular assigned hours. When those situations occur, your cooperation is expected. Management reserves the right to establish work schedules for employees and make work assignments for employees as necessary to meet the needs and objectives of the Company.

Employee Categories

Employees hired to work thirty (30) or more hours each week are classified as regular full-time employees and are eligible for all employee benefits (subject to the terms and conditions of individual programs and plans). Employees who regularly works less than thirty (30) hours per week are considered regular part-time employees and are not eligible for employee benefits, except for holiday pay, 401K participation, and those mandated by the government.

Employees are designated as regular full-time or regular part-time at the time of hire. A regular part-time employee may sometimes work varying hours, which might exceed forty hours per week on occasion, and still retain the designation of regular part-time.

Temporary employees, also referred to as “contracted employees” or “third party agency hires,” are employees who are hired from time-to-time to supplement the regular work force for special projects, peak workloads, and employee absences. Individuals categorized as temporary employees work either full-time or part-time schedules but are hired for a limited duration. Temporary employees are not eligible for any benefit programs, including holiday pay.

Except as noted, all policies in this Employee Handbook generally apply to all employees, irrespective of employment category or classification.

Drug-Free Workplace

The Company maintains a drug-free workplace through the adoption of its Drug-Free Workplace program. This program complies with the Florida Law.

It is a condition of employment with the Company for an employee to refrain from reporting to work or working while under the influence of drugs or alcohol. Violation of the terms of the program will result in disciplinary action, up to and including termination of employment. An employee injured in the course and scope of employment that refuses to submit to a test for drugs and/or alcohol or is tested and has a positive result forfeits his eligibility for medical and indemnity benefits under the Workers Compensation Act. Possession or detection of drugs or alcohol, or refusal to abide by this policy, will subject an employee to disciplinary action, up to and including termination.

All job applicants will undergo screening for the presence of illegal drugs or alcohol as a condition for employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the Company and, by signing this consent agreement, will release the Company from liability. Any applicant with positive test results will be denied employment at that time but may initiate another inquiry with the Company after six months. The Company will not discriminate against applicants for employment because of past abuse of drugs and alcohol; however, the Company will not tolerate any drug or alcohol abuse that prevents employees from properly performing their jobs.

Although medical marijuana is legal in the state of Florida, individuals cannot use marijuana, medical or otherwise, or any illegal or non-prescribed drug or alcohol while working. Drug testing can occur for any of the following reasons: Pre-employment testing, post-accident testing, reasonable suspicion that the employee is impaired and/or other business-related reasons for testing.

Reasonable Suspicion Testing: The Company will require an employee to submit to drug/alcohol testing if there is “reasonable suspicion” that the employee is under the influence of drugs and/or alcohol while at work. Reasonable suspicion is based on observable signs and symptoms of possible drug and/or alcohol impairment or influence. Testing is conducted when an employee exhibits signs and symptoms of impairment observed and reported by another employee and Human Resources concurs there is reasonable suspicion of impairment.

Categories of Reasonable Suspicious: There are four main categories of reasonable suspicion:

1. Behavioral – Examples of observable behavioral symptoms: impaired coordination or reaction time; restlessness or irritability; unsteady gait/walk; slurred speech.

2. Emotional – Examples of observable emotional symptoms: aggression; depression; paranoia; denial.
3. Job Performance – Examples of observable job performance symptoms: frequent absences or lateness; decreased productivity; increased errors; accidents.
4. Physical – Examples of observable physical symptoms: bloodshot eyes; alcohol on breath.

Reasonable Suspicion Procedures: Protocol for any employee who suspects another employee is impaired by or under the influence of drugs and/or alcohol while working is as follows:

1. Observing employee is to notify observing employee's immediate supervisor, Office Manager or Branch Manager of suspicion and basis for suspicion. The observing employee should not discuss the incident with any other employee.
2. Supervisor, Office Manager or Branch Manager will document the incident and make own assessment of the employee and, if concurs, report the incident to Human Resources.
3. A Human Resources representative will review the documented incident, make own assessment of the employee, and document the assessment.
4. If the Human Resources representative concurs that there is reasonable suspicion of impairment, the employee will be required to submit to drug/alcohol testing in accordance with the Company's drug/alcohol screening procedures.
5. The employee is not to return to work until results of test are received from testing site and are negative. Positive test results are cause for termination.
6. An employee's refusal to be tested is treated as an admission that the employee is impaired and is cause for termination.

ADA Reasonable Accommodation Policy and Procedures

Down to Earth is committed to an inclusive work environment and we do not discriminate against individuals with disabilities regarding recruitment, hiring, compensation, benefits, transfers, training, or any other terms or privileges of employment. The Company complies with the Americans with Disabilities Act (ADA) and applicable state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. Upon request and in accordance with the procedures set forth below, the Company will provide reasonable accommodations for the known physical and/or mental limitations of a qualified applicant or employee with a disability, unless the accommodation imposes an undue hardship on the Company. Reasonable accommodation is any change to a job, the work environment, or the way things are usually done that allows an individual with a disability to apply for a job, perform job functions, or enjoy equal access to benefits available to other individuals in the workplace.

Down to Earth will also provide reasonable accommodations upon request to employees for conditions relating to pregnancy, childbirth, or other related medical conditions, consistent with the advice of the

employee's health care provider. This may include a temporary transfer to a less strenuous or hazardous position for the duration of the employee's pregnancy, if the employee so requests and the employee's physician advises, but only if the temporary position already exists and is vacant. Down to Earth is unable, however, to create new temporary positions, transfer other employees out of their current positions, or promote employees who are not otherwise qualified to perform the job in question. Generally, reassignment will only be considered if no accommodations are available to enable the individual to perform the essential functions of the employee's current job, or if the only effective accommodation would cause undue hardship.

Employees may be required to provide documentation from their physician to support the need for the reasonable accommodation(s). Documentation may include the medical justification for the requested accommodation(s), a description of the reasonable accommodation(s) that is medically advisable, the date the reasonable accommodation(s) became medically advisable, and the probable duration of the reasonable accommodation(s).

Accommodation Request Procedures:

1. All workplace accommodation requests should be directed to the Human Resources department. Accommodation requests are to remain confidential.
2. If a member of leadership becomes aware of a potential accommodation request, they are to direct the employee to Human Resources for further discussion. Employees do not need to discuss any medical condition or HIPA protected information with members of leadership.
3. Accommodation requests are an interactive process to determine what, if any, accommodation should be provided. This means that the individual requesting the accommodation and Human Resources must communicate with each other about the request, the precise nature of the issue that is generating the request, how a disability is prompting a need for an accommodation, and alternative accommodations that may be effective in meeting an employee's needs.
4. The Company utilizes an Accommodation Request Form for formal accommodation requests. The form requires the employee to describe the accommodations believed to be needed to enable the employee to perform the essential functions of the employee's job.
5. Human Resources will contact the applicant or employee within ten (10) business days after the request is made to begin discussing the accommodation request. In some instances, Human Resources may need to get information to determine if an individual's impairment is a "disability" under the Rehabilitation Act or to determine an effective accommodation. Such information may not be necessary if an effective accommodation is obvious, if the disability is obvious (e.g., the requestor is blind or has paraplegia) or if the disability is already known to the EEOC (e.g., the requestor previously asked for an accommodation and information submitted at that time showed a disability existed and that there would be no change in the individual's medical condition).
6. Only Human Resources may evaluate accommodation requests. Supervisors and managers are only entitled to whatever information is necessary to implement restrictions on the work or duties of the employee or to provide a reasonable accommodation.

7. If there is a legitimate reason to deny the accommodation requested (e.g., the accommodation poses an undue hardship or is not required by the Rehabilitation Act), Human Resources will explore with the employee whether another accommodation is possible. The fact that one accommodation proves ineffective or would cause undue hardship does not necessarily mean that this would be true of another accommodation. Similarly, if an employee requests removal of an essential function or some other action that is not required by law, Human Resources will explore whether there is a reasonable accommodation that will meet the employee's needs.

Light Duty Work Policy

The Company desires to assist employees with returning to work at the earliest date possible following an injury or illness. All full-time and part-time employees are eligible for Light Duty Work. This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to Human Resources.

Down to Earth defines Light Duty Work as temporary, modified, and transitional work duties within the employee's physical and mental abilities. Light duty work, when available, will be offered to qualifying employees to reduce their time out of work. Light duty work is not guaranteed, and the Company makes no promise of offering light duty work. In the event an employee refuses light duty work (outside the employee's FMLA benefits period), and the employee satisfies the restrictions and ability to perform the light work duties, the Company is under no obligation to provide employment.

Upon receipt of a physician's note releasing the employee back to work, the employee may be provided with a temporary position for light duty work, as outlined by their physician. Together with the employee, supervisors/managers will determine appropriate work hours based on the employee's ability to perform the temporary position. Down to Earth reserves the right to determine the availability, appropriateness, and continuation of all light duty work positions. Supervisors/managers will routinely monitor work performance to ensure the employee is meeting the expectations of the role and not exceeding the requirements set forth by the employee's healthcare provider. The employer will review the progress and employee's ability to transition back to full-time work in 30-day increments. DTE reserves the right to receive updated physician light duty documentation as needed. Extensions beyond 30 days may require review by a supervisor/manager or Human Resources.

Religious Accommodations

The Company complies with Title VII of the Civil Rights Act of 1964 and applicable state and local laws in prohibiting discrimination based on an employee's religious beliefs. The Company will consider reasonable accommodations for employees that need an accommodation based on a sincerely held religious belief. Any employee who has a request for a religious accommodation should contact Human Resources. The Company will consider reasonable accommodations for sincerely held religious beliefs that do not create an undue hardship or a direct threat.

Hours, Attendance, Pay and Performance

Hours and Attendance

- Office hours are 7:00 am – 5:00 pm Monday through Friday.
- Shift times may differ depending on location of job sites and crew responsibilities.
- Supervisor must be notified by 6:30 a.m. or earlier for late arrivals or a missed shift. Records of tardiness and absences will be kept in the employee files.
- All hourly employees are required to check in and out for their shift each day.
- Any employee working 5 hours or greater will be given a 60-minute unpaid lunch that is deducted from the employee's timesheet.
- Any leave of absence request is required to be submitted to the Office Manager. Proper documentation may be needed for such requests.

Employees should arrive ready to start work promptly. Attendance is an essential job requirement that employees are expected to meet. This includes appearing for work at the start of your scheduled shift and working the entire time you are scheduled to work. Unexcused and/or unannounced absences and/or tardiness are cause for a warning and/or other disciplinary action, up to and including termination.

Exemption Status

Exemption status is based on the duties and responsibilities of a position. Every employee is designated as either exempt or non-exempt:

Exempt:

Exempt employees are those who are exempt from the overtime provisions of both federal and state wage and hour laws. Exempt employees are not paid overtime compensation for hours worked over 40 hours in a work week.

Non-Exempt:

Non-exempt employees are those who are entitled to overtime pay under the overtime provisions of federal and state wage and hour laws. Non-exempt employees are required to be paid overtime at the rate of one and one-half times regular rate of pay for all hours worked over 40 in a work week.

Unless identified as exempt employees by the Company, all employees are considered non-exempt and entitled to receive minimum wage and overtime compensation as required by law. Non-exempt employees are required to accurately record all time worked on the employee's time sheet. If you have any questions about the status of your position for purposes of minimum wage and overtime compensation, please see your Office Manager.

Meal Periods

If you work more than five (5) hours, a lunch period will be deducted from your timecard. Your lunch period will be scheduled based upon the demands of the job. If you do not take a lunch break, you must report it to your Office Manager, and your timecard will be adjusted accordingly. Employees may not waive their lunch break to leave earlier unless authorized in advance.

Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child up until 12 months of age, or as required by applicable law. If possible, the break time should be taken concurrently with other break periods already provided. Nonexempt employees should clock out for any time taken that does not run concurrently with scheduled rest breaks, and such time generally will be unpaid, in accordance with state and/or local law. The Company also will provide the employee with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area for the employee to express milk in private. Employees should notify their supervisor or Human Resources if they are requesting time to express breast milk under this policy.

Time Records

By law, the Company is required to keep accurate records of the time worked by non-exempt employees. Each hourly employee must sign in at the beginning of the employee's scheduled shift and sign out at the end of the employee's scheduled shift. Hourly employees must also take lunch breaks, and that time will be deducted from the daily timesheets. Falsely signing in or out for other employees or reporting false hours worked is prohibited and is grounds for termination. Repeated failure to sign in or out may result in disciplinary action up to and/or including termination and a delay in compensation, which may be needed to verify hours worked.

When leaving work on the last day of the week, please review your time record carefully to see that all hours of work are properly recorded. We take every precaution to avoid error in your pay. However, should you find an error in your pay inadvertently, please inform your supervisor or Office Manager who will obtain the correct information from you and determine whether an adjustment is in order. If the paycheck contains an error, you will receive an adjustment on the next regular payday.

Overtime

While the Company makes every effort to ensure that employees can complete their job assignments during their normally scheduled workday, employees may be asked to work outside of their scheduled work time and are expected to work reasonable amounts of overtime as needed by the Company.

The Company requests that employees cooperate when situations arise where the Company may require employees to work overtime. In these situations, the Company will try to provide as much notice as

possible for overtime work requirements. Nonetheless, the refusal to accept necessary overtime may subject an employee to disciplinary action up to and including termination regardless of when the employee is notified of the need to work mandatory overtime.

If an employee works overtime, the employee will be fully compensated in accordance with the Fair Labor Standards Act. Accordingly, the employee will be entitled to time and a half of the employee's normal hourly rate for that pay period for any hour worked in a week period in excess of forty (40) hours. For purposes of computing overtime, the workweek is considered to begin on Sunday. Vacation days, personal days, and holidays are not considered time worked when computing overtime pay.

Overtime must be approved in advance by your manager. Failure to obtain approval prior to working any overtime will subject an employee to discipline.

While it is important to watch our overtime, it is also important to be paid for the hours worked. An employee's workday may be longer than his or her scheduled shift. Therefore, time on the clock includes any time an employee is required to be at work. Hourly employees must always be on the clock while conducting Company business.

An employee who travels from home before the regular workday and returns home at the end of that same workday is engaged in ordinary home to work travel. This travel time does not qualify for overtime pay and is not compensable work time.

If you have any concerns regarding the enforcement of this policy, or any questions about this policy in general, contact your Office Manager.

Pay and Payroll Deductions

The Company's standard pay period is Sunday through Saturday. Employees are paid weekly on Thursday, although some branches may have different pay schedules. We use direct deposit for pay. If you receive a paper check and are not present to pick up your paycheck, the Company will either hold it until you arrive or mail it to your home upon your request.

Direct Deposit:

Employees are encouraged to enroll in direct deposit to have their pay deposited directly into a personal bank account. If an employee do not have a personal bank account, the employee will be enrolled in the Wisely Pay Card Program which automatically loads an employee's pay to a debit card for use.

Errors in Pay:

When reviewing your pay, if there are any errors in your rate of pay or hours worked, you should immediately report the errors to your supervisor who will review with the Office Manager for any corrections if applicable. Any overpayment is recoverable by DTE and if employment is terminated for any reason prior to the total repayment the outstanding amount may be deducted from the employees final check.

Payroll Deductions:

By law, the Company must deduct income taxes, social security, and court ordered garnishments and levies imposed by the IRS from your paycheck. Your pay represents the full amount of your earnings each pay period, minus the required deductions. The Company deposits this deducted amount to the U.S. Treasury, and you receive credit for it on your income tax at the end of the year. Your earnings and the number of your dependents determine the amount of your tax deduction. You record the number of your dependents on our W-4 form. Each employee is responsible for completing their W-4 form properly and updating it when necessary. Each year, you will receive a form W-2 showing your total earnings for the year and the amount of taxes that have been withheld.

Deductions for Social Security are established by law, and this amount can change frequently, depending on Congressional action. The Company pays part of your total Social Security tax, and you pay part as well.

Deductions may also be made from your paycheck for miscellaneous reasons, such as insurance premiums, child support, alimony, IRS garnishments, or expenses incurred by the Company as a result of you damaging Company property. These deductions may be made without prior authorization.

On occasion, an accounting error may occur, and the wrong amount could be deposited into your specific account for those of you who use direct deposit. If this happens, the funds will be immediately taken out of your account and the correct funds will be deposited.

Performance Reviews

It is important that each employee receive communication from the Company as to the employee's job performance at Down to Earth. Employees should be aware of how the Company views the employee's performance, in terms of both the employee's success and where there is need for improvement. Therefore, your supervisor will review your job performance with you periodically to discuss your job performance. The performance review may consider job traits such as quality of work, quantity of work, job knowledge, cooperation with co-workers, dependability, attitude, attendance, and initiative.

Our performance review program gives you the opportunity to discuss your job privately and personally with your supervisor. The purpose of these discussions is to help you understand how the Company views you as a contributor and allows you to provide input about your job, the people with whom you work, and the department in which you work. In between performance reviews, we encourage you to privately discuss your ideas, questions, or problems with your supervisor. If you feel that you need to carry your discussion further, your Office Manager, Branch manager, or a Human Resources representative is available for consultation.

Promotions and Transfers

The Company believes in promotion from within where possible and desirable. If you are promoted, depending on the circumstances, you may or may not receive an increase in pay. Temporary or regular transfers to jobs in the same pay grade are not accompanied by an increase. The Company reserves the right to transfer employees to any job or location as may be necessary to accomplish the objectives of the

Company.

Employees who are promoted or transferred will automatically be placed on a new ninety (90) day probationary period. All benefits will continue uninterrupted. If the transfer or promotion is not successful, the employee may be reinstated in the former position if it is available, or to another position (if one is available) at the discretion of management, or the employee may be terminated.

Length of Service

Employees who are reinstated or re-employed following a prior termination from the Company will have a new date of seniority effective with the first date of work of the most recent employment.

Your Responsibilities to the Company

Confidential Nature of Our Work

During the course of your employment with the Company, you may have access to information of a highly sensitive and confidential nature. This information will be contained in Company records, correspondence with customers, and other similar documents. As an employee of the Company, you have an obligation to this Company and its customers to strictly maintain and protect the confidentiality of this information. Unauthorized use or disclosure, even if inadvertent, compromises both you and the Company and seriously erodes customer confidence.

Information regarding the Company or its customers, including the names of the customers or descriptions of their business with us, is considered confidential and proprietary information. You may not disclose, duplicate or use this information in any other way except as required in the performance of your duties with the Company. This includes both hard copies and computerized information.

Professional Attire and Uniform

Clothing and professional appearance are important and helps create the first impression of our Company. Employees must dress appropriately for your work environment and maintain a professional appearance. Employees that are required to wear a uniform will be issued such uniforms and will be expected to wear them appropriately each workday. The purchase or lease of your uniform is your responsibility and will be charged to you through payroll deduction in accordance with applicable law.

Employees required to wear a uniform are expected to wear work-issued uniforms that are neat and clean and without major damage. Failure to wear the required uniform will result in a warning for the first offense and the employee being sent home without pay; after the second offence you will be subject to termination.

- Employees are responsible for the cost of uniforms.
- Employees may wear pants of their choice provided the pants are solid in color. Pants should not have any holes or rips and they must fit properly.
- Work boots or closed-toe shoes must be worn by the employee and are to be purchased by the employee.
- The Company provides:
 - reflective safety vest or shirt
 - safety glasses
 - ear plugs
 - rubber gloves, rubber shoes, rubber apron (spray techs only)

Care of Equipment

The Company has a substantial investment in Company equipment. Your cooperation in the care and use of this equipment is necessary to maintain it in good condition. If any of our equipment is not working properly, you must notify your supervisor/manager immediately.

Repayment of Lost and Damaged Property

Company Property:

As part of an employee's employment with the Company, an employee will be assigned and/or provided with Company property which should be used for Company purposes only. Equipment provided may include the following:

- DTE Vehicle
- Computer
- Lawn Care Equipment
- Camera
- Cell Phone
- Tools

Employee Responsibilities:

While the Company's property is in the employee's possession and control, the employee is responsible for any damage to or loss of the property. If the employee loses and/or damages any of the property while it is in the employee's possession or control, and if the Company determines that the loss or damage was caused by the employee due to carelessness, neglect or other similar reason, the Company will hold the employee responsible for reimbursing the Company for the cost it incurred to repair the lost or damaged property.

Reporting an Accident:

Employees involved in any damage to Company property, accident or theft must contact their supervisor or manager immediately for instructions on police involvement, drug free workplace compliance, medical care and filing an accident report. Failure to report any accident, whether chargeable or not, may be grounds for disciplinary action up to and including termination.

Employee Repayment Structure:

Upon determination that such loss or damage is the employee's responsibility, the employee will be provided a list of the property damaged and cost incurred to replace or repair the property. The employee will promptly and reasonably work with the Company on the repayment terms for the lost and/or damaged equipment, and employee payroll deductions will be made until reimbursement is paid in full.

If an employee's employment ends for any reason, all outstanding funds due to the Company may be deducted from the employee's final paycheck and/or from other monies due to the employee by the Company and that is consistent with applicable law. Thereafter, if any monies remain due and owing by the employee, the employee shall pay the Company immediately upon demand of the remaining balance. If the employee defaults on this obligation, in addition to any other available legal remedies, the Company

has the right to a first lien on any assets the employee may own.

Speeding or Moving Violations (Vehicles)

All employees driving on behalf of the Company and/or driving any Company vehicle at any time are required to follow the speed limits and applicable laws and practice safe driving. Failure to adhere to these requirements may result in the employee losing driving privileges for the Company. Continued violations may result in corrective action, including termination.

Vehicle/Trailer Maintenance

Employee Responsibilities:

Every employee that is issued a Company vehicle and/or trailer is responsible for making sure that the vehicle/trailer is in good working order as well as having a clean appearance. Routine scheduled maintenance is required to ensure that all vehicles/trailers are kept in good running order. All mechanical issues should be reported to the Branch Manager as well as scheduling repairs and maintenance.

Vehicle/Trailer Appearance:

The following requirements for cleanliness/appearance apply to all Company vehicles/trailers:

- The exterior of all trucks must be washed once a week at minimum, and other vehicles as needed
- All trailers (if applicable) must be washed once a week at minimum
- The interior of all vehicles must be kept clean
- It is not recommended to power wash vehicles or trailers with newly applied signage

Reporting of Damage:

Any physical damage to the exterior/interior of a vehicle or trailer (dents, scratches, etc.) MUST be reported to your supervisor immediately. Failure to report an accident or damage to the truck could result in disciplinary action up to and including termination. Any damages are subject to payroll deduction.

Conflict of Interest and Outside Work

You have an obligation to be present for your regularly scheduled and additional work hours as well as any meeting(s) requiring your attendance. If you work another job as well, you must assure that it does not create a scheduling problem or a conflict of interest with your job at Down to Earth. If you have any questions as to whether any additional work you perform outside of Down to Earth is a conflict of interest, please discuss the matter with your supervisor.

Smoking

To provide a clean and healthful work environment, the entire Company has been designated non-

smoking. This includes all break rooms and private offices, as well as general working areas in the Company. Smoking is permitted outside only, and you are responsible for disposing of your cigarette butts in a proper container. This includes pipes, cigars, cigarettes, electronic cigarettes, or any other device, to include chewing tobacco. Violations of this policy may result in disciplinary actions, up to and including termination.

Accidents and Worker's Compensation Insurance

When an accident occurs on while working for Company, whether to employees or customers, the matter should be referred immediately to your supervisor, regardless of how insignificant the accident may appear.

For injuries sustained by employees while working for the Company, the Company provides workers compensation insurance benefits. The benefits provide coverage for an injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized, immediately. Any injury sustained while working for Down to Earth, no matter how minor, must be reported immediately to enable an eligible employee to qualify for coverage as quickly as possible. As previously mentioned, in accordance with the Company's drug-free workplace policy, any employee who sustains an injury in the course of working for Down to Earth employees will be required to take a drug test following the incident/injury.

Neither the Company nor its workers compensation insurance carrier will be liable for payments of workers compensation benefits for any injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

Safety Policy

The Company is proud of the safe working conditions it provides for its employees. No matter how safe the working area may be, carelessness of employees can result in a casualty. Employees are responsible for abiding by all safety rules and for using all safety equipment maintained and required by the Company.

The Company is committed to providing a safe workplace for its employees and assuring that employees are aware of how to safely operate the Company's equipment as well, which requires the full participation and cooperation of every employee. A safe workplace can be attained through knowledge and understanding of the hazards of our industry and knowing what precautions are necessary to keep from becoming a victim of these hazards. The success of this depends on the alertness and personal commitment of all. To accomplish this goal, the Company establishes safety rules and regulations to be observed by all employees. Any employee who disregards any Company safety rule and/or regulation is subject to disciplinary action including termination of employment.

Additional safety rules and guidance are in the "Safety Manual" which can be obtained from your Office Manager for review and acknowledgement where applicable. The Company is committed to providing safety orientation and continuous training for all employees at all levels. The Company strives to educate

and familiarize new employees with safety procedures, rules and safe work practices. **Upon receipt of the training materials or completion of the safety training sessions, a signed acknowledgement attesting that the training was completed and was understood is required of the employee.**

Weapons in the Workplace

Employees are not permitted to possess guns, ammunition or any other dangerous weapons (each a “Weapon”) inside any Company or customer facility or office, or on any Company or customer property, or in any Company vehicle. The policy set forth below sets forth the limited circumstance in which an employee may lawfully possess a Weapon on Company property. Violation of any part of this policy is grounds for immediate termination of employment.

Any legally obtained and permitted Weapon must be locked inside the employee’s private motor vehicle in a Company parking area when such employee is lawfully in such Company parking area. Private motor vehicles include cars, trucks, vans, sports utility vehicles, motor homes, recreational vehicles, motorcycles, motor scooters, or any other vehicle operated on the road and required to be registered under state law. Employees are lawfully in a Company parking area up to one half hour prior to the beginning of their work schedule and up to one half hour after the end of their workday.

No Weapon may be removed from an employee’s vehicle on Company property for any reason. Employees may not fire, brandish, threaten anyone with, or otherwise use a Weapon at any time while on Company property, even if such Weapon remains in the employee’s vehicle.

Employees must immediately report any violation of this policy to the Office Manager or Branch Manager.

Workplace Violence – Zero Tolerance Policy

The Company has adopted a Zero Tolerance Policy for workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the Company or that occur on Company or customer premises will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Company or create a hostile, abusive, or intimidating work environment for the Company’s employees or customers.

Examples of workplace violence include, without limitation, the following:

- Threats or acts of violence occurring on Company premises or any customer location or work site, regardless of the relationship between the Company and the parties involved in the incident.
- Threats or acts of violence occurring off the Company’s premises, involving someone who is acting in the capacity of a representative of the Company.
- Threats or acts of violence occurring off the Company’s premises, involving an employee of

the Company if the threats or acts affect the legitimate interests of the Company.

- Any acts or threats resulting in the conviction of an employee of the Company or of an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests of the Company.

Specific examples of conduct which may be considered threats or acts of violence include, without limitation, the following:

- Hitting or shoving an individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of Company property;
- Harassing or threatening phone calls, emails, or mail to an individual's home or office;
- Harassing surveillance or stalking;
- The suggestion that violence is appropriate; and
- Unauthorized possession or inappropriate use of firearms or weapons.

The Company's prohibition against threats, harassment and acts of violence applies to all persons involved in the Company's operation, including but not limited to the Company's personnel, customers, vendor, contract and temporary works, and anyone else on the Company's property. Violation of this policy will lead to disciplinary action (up to and including dismissal) and/or legal action as appropriate. No provision of this policy shall alter the at-will nature of the employment relationship at the Company.

You are expected to report incidents of threat or acts of physical violence. The report should be made to your supervisor or any member of management. Nothing in this policy alters any other reporting obligation established in Company policies or in state, federal, or other applicable law.

Employee Search Policy

The Company reserves the right to conduct an investigation into missing property or other suspected rule or policy violations. When that occurs, it may become necessary to conduct a search of an employee's working area and/or employee's possessions. It must be understood that offices, desk, lockers, and file cabinets are the property of the Company and are subject to search by the Company at any time. In addition, employee packages, lunch boxes, bags and vehicles are subject to search in connection with a reasonable investigation pursuant to this policy. Employees are expected to comply with this policy and cooperate with Company investigations including employee searches. Employees who do not cooperate will be subject to disciplinary action. Employee searches will be conducted with reasonable prudence and propriety.

Off Duty Employees

Loitering on Company premises by an employee not on duty or by visitors without official business is prohibited. Employees should leave the premises within ten minutes after the end of their respective shifts and should not return except to report to work within a reasonable time before the commencement of their respective work shifts.

Authority of Enter Contracts

No employee, other than a person duly authorized by management, has the authority to enter into a contract on behalf of the Company. Employees should not incur any unauthorized expense for the Company, and any employee doing so will be personally responsible for such expense.

Public Announcements and the Media

No employee, other than a person duly authorized by management, may make any public announcements or comments regarding the Company to newspaper, radio, television, or other outside media or public relations representatives. If you are requested to make a public statement regarding the Company, its products or services, its customers, or matters relating to Company or industry business, you should decline and refer the contact to the Human Resources department.

Your Personal/Contact Information

Your Office Manager and/or the Human Resources department should be notified promptly of changes in:

- Name
- Address and telephone number
- Marital status (for insurance and withholding tax purposes)
- Number of dependents listed in your insurance policy
- Person to notify in case of accident and/or emergency

You should advise Human Resources of the completion of any training or educational courses or licenses you hold pertinent to Down to Earth's operations. The Company will maintain the aforementioned information in your personnel file.

Your Benefits

The Company provides a comprehensive program of benefits to eligible employees. Current programs, which are subject to change from time to time, are summarized below for general information, which may not list all such benefits and programs. This Employee Handbook is not an official plan document for any employee benefit plan. It also is not a guarantee of any benefit described below. Contact Human

Resources for additional information regarding employee benefits.

Paid Time Off and Holidays

PTO (Paid Time Off) allows for several days annually to accommodate illness, vacation, and other personal time away from work with pay. To qualify for PTO, employees must be a full-time, regular employee, as compared to a part-time, seasonal, or temporary employee, work continuously without a break in service and meet the employee designated status by the Company as to who receives PTO. Paid holidays are offered to full-time employees only and are separate and in addition to PTO.

Hourly Employees

After nine (9) months of service, hourly associates are provided with 40 hours of PTO. Hourly employees may use PTO in one-hour increments, meaning employees can use between 1 hour and 8 hours (or 10 hours for employees who work a 10-hour workday) of PTO on a given day.

Down to Earth provides three (3) paid holidays each year for full-time hourly employees. These are days on which you will normally not be required to work, but for which you will be paid for your regularly scheduled day, if you are eligible. These paid holidays are:

- New Years Day
- Thanksgiving Day
- Christmas Day

Holidays falling on weekends will be observed on designated days which may be changed at the discretion of the Company. In the event a holiday observed by the Company falls within an employee's approved PTO period, the employee will not be assessed PTO on that day and will receive the designated holiday pay. The observed days will be posted at the beginning of each new year.

The Company reserves the right to change the holiday schedule. Persons observing other religious holidays can take PTO or may be granted time off without pay, if requested in advance and if it does not create an undue hardship on the Company.

If you have a question regarding PTO or holiday pay, contact your supervisor or Office Manager. Hourly employees who do not have PTO available and have a need to be absent from work (including due to inclement weather) may discuss with their respective supervisor whether it is feasible, at the Company's discretion, for the employee to make up the intended missed work time on another day. Employees absent from work without using approved PTO are subject to disciplinary action up to and including termination.

NOTE: All PTO and paid holidays **WILL NOT** roll over and must be used by the end of the year or will be forfeited. PTO automatically resets as of January 1st of each year.

Salaried Employees

Upon hire, management and salaried associates are provided 80 hours of PTO (prorated by quarter hired). Additional PTO is offered based on Company tenure. An employee is eligible to use PTO after the employee has been employed with the Company at least 30 days, and salaried employees must use PTO in four (4) hour increments, meaning employees can use 4 hours or 8 hours of PTO on a given day.

Length of Service	PTO Permitted
0-1 year	80 hours
2 years	88 hours
3-4 years	96 hours
5-6 years	112 hours
7-9 years	120 hours
10+ years	136 hours

Down to Earth offers 10 paid holidays each year for full-time salaried employees. These are days on which you will normally not be required to work, but for which you will be paid, if you are eligible. These holidays are:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Years Eve
- (3) Additional Holiday Days*

Holidays falling on weekends may be observed on designated days which may be changed at the discretion of the Company. The observed days will be posted at the beginning of each new year.

***Additional Holidays are managed as follows, regardless of the actual or observed days of the week**
Christmas Day and New Years Day are on: In addition to the 7 observed and designated holidays (above), most Down to Earth offices are closed between Christmas Day and New Years Day (actual or observed), and salaried employees in those offices (a “closed office”) will be paid holiday pay for those days on which the applicable employee is regularly scheduled to work. Some offices, including the Villages Branch, Maitland Branch, and Golf, may remain open between Christmas Day and New Years Day (actual or observed). For any office that remains open during such time and only for salaried employees that are required to work for any amount of time during such time (an “open office”), such employees are provided three (3) additional holiday days to be taken any time during the current year, subject to the supervisor’s/manager’s approval to ensure adequate coverage during the requested days off. The additional holiday days cannot be carried over to the following year and are forfeited if not used. An employee is either subject to the closed office holiday rules or the open office holiday rule, but not both.

In the event a holiday observed by the Company falls within an employee’s approved PTO period, the employee will not be assessed PTO on that day and will receive the designated holiday pay.

The Company reserves the right to change the holiday schedule if necessary and prudent to the operation of the Company. Persons observing other religious holidays can take PTO or may be granted time off without pay, if requested in advance and if it does not create an undue hardship on the Company.

If you have a question regarding PTO or holiday pay, contact your supervisor or Office Manager. Salaried employees who do not have PTO available and have a need to be absent from work (including due to inclement weather) may discuss with their respective supervisor whether it is feasible, at the Company's discretion, to take an unpaid absence. Employees absent from work without using approved PTO are subject to disciplinary action up to and including termination.

NOTE: All PTO and paid holidays **WILL NOT** roll over and must be used by the end of the year or will be forfeited. PTO automatically resets as of January 1st of each year.

Medical, Dental, and Vision Plans

The Company offers health insurance and dental plan packages and voluntary insurance benefits. Qualifying salaried employees are eligible for such benefits on the first of the month following the date of hire or promotion to a qualifying salaried position. Qualifying hourly employees are eligible for such benefits on the first of the month after 60 days of employment. Employees should consult the Summary Plan Descriptions for more complete information about eligibility, benefits and the details of the insurance plans. Information regarding employee costs for healthcare premiums is available separately through Human Resources.

Employees may make elections upon hire and each year during the open enrollment period. All employees receive benefits required by law, to include Unemployment Compensation and Worker's Compensation.

Premiums will be deducted from your payroll check. Employees will be advised of their premium at the time of enrollment. Most insurance for yourself and any dependents will terminate at the end of the month following the termination of your employment with the Company.

Work Leave Policies

Family Medical Leave of Absence (FMLA) Eligibility

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy provides an overview of employees' rights and responsibilities under the FMLA, as well as the Company's own policies regarding FMLA leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

If you have been employed for at least one year (need not be consecutive months and under certain circumstances hours missed from work due to military call-ups will also be counted) and have worked a minimum of 1250 hours during this year, you may be granted a leave of up to 12 weeks (90 days). An eligible employee may take up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

- **Parental Leave:** The birth or placement for adoption or foster care of a child.
- **Family Care Leave:** The serious health condition of a spouse, child or parent.
- **Personal Medical Leave:** Your own serious health condition (this could include Worker's Compensation).
- **Military Exigency Leave:** Qualifying Exigency resulting from the call-up of an eligible service member (e.g., a Reservist, National Guard Member or retired military member called to service by the federal government) who is the employee's spouse, parent, son, or daughter of any age.
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age) or next of kin who requires care due to an injury or illness incurred while on active duty.
Note: A leave of up to 26 days of leave per 12-month period may be taken to care for the injured/ill service member.

Forseeable Need for FMLA

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least thirty (30) days' notice. If 30 days' notice is not practicable, notice must be given to an Office Manager, Branch Manager or Human Resources as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforseeable Need for FMLA

If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Call-In Procedures

In all instances where an employee will be absent, the regular call-in procedures and standards established for giving notice of absence from work for the applicable branch/office must be followed.

Length of FMLA

Eligible employees may request up to twelve (12) weeks of leave within the twelve-month period dating backwards from the start date the leave is used. Employees with accrued, unused PTO are required to take this time as part of the leave. This time is taken first and is subtracted from the 12-week total.

Leave for the birth or placement of a child must be taken in a single block of time and cannot be taken on an intermittent or reduced schedule basis, unless special approval is granted by the Company. Parental leave must be completed within 12 months of the birth or placement of the child; however, employees may use Parental Leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Leave taken for family care, personal medical leave, military exigency and military care leave may be taken in a single block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a Qualifying Exigency requires, leave for these reasons can be taken on an intermittent or reduced schedule basis (medical certification required). In this case, the Company may temporarily transfer the employee to an alternative position which better accommodates the recurring periods of leave.

Medical Certification for FMLA

Employees requesting leave due to their own serious illness, that of a family member, or for Military Care Leave must provide certification from a health care provider to qualify for such leave. Such certification must be provided within fifteen (15) days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. This certification must include the date on which the serious health condition in question began; the probable duration of the condition; appropriate medical facts regarding the condition; and a statement that the employee is needed to care for a spouse, parent, or child (along with an estimate of the time required), or that the employee is unable to perform the employee's job functions.

The Company reserves the right to require a second or third medical opinion at the Company's expense (except for Military Care Leave). Employees may also be required to submit additional re-certification. Failure to timely provide certification may result in leave being delayed, denied or revoked.

Employees requesting a Military Exigency leave may also be required to provide appropriate active-duty orders and subsequent information concerning particular Qualifying Exigencies involved.

Employees requesting Personal Medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

Health Insurance During FMLA

Subject to terms, conditions, and limitations of the applicable plans, The Company will continue to provide its portion of any health insurance benefit the employee was receiving prior to the leave and throughout the duration of the leave. An employee can make arrangements to pay for any benefits normally payroll deducted while on leave or the employee will be double deducted by payroll once returned to work until the balance is collected. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

Paid Holidays and Vacation During FMLA

Paid holidays are not provided to employees who are on family and medical leave and vacation time and other benefits do not accrue during this leave.

Return to Work from FMLA

Employees returning to work at the conclusion of a leave will be restored to the employee's previous position or an equivalent position with no loss of benefits which had accrued at the commencement of the leave. When you return to work, if your leave was due to your own serious health condition, you must provide medical certification verifying your ability to return to work and stating any limitations which might apply. Employees will not lose any benefits that accrued **before** leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments or other benefits that become available **during** the period of leave.

Other Provisions of our FMLA Policy

Should a currently employed employee become disabled, this leave of absence policy, as well as our Reasonable Accommodation Policy, will apply.

Unless provided a reasonable accommodation, an employee whose leave lasts longer than twelve (12) weeks and who fails to return to work promptly at the end of the approved leave period will be presumed to have voluntarily resigned. If an employee takes leave for less than twelve (12) weeks because of the employee's serious illness or that of an immediate family member and is not able to return to work because of the health condition, then the employee must provide medical certification of the condition.

No employee, while on leave of absence, shall work or be gainfully employed anywhere unless express, written permission to perform such outside work has been granted by the Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated. Providing a false reason for an FMLA leave request is grounds for termination.

Ordinary Leave of Absence

If you have been employed for more than one (1) year with the Company (and do not qualify for FMLA) and need extended time away from the Company due to illness, disability, pregnancy and related conditions, discuss the matter with your supervisor. If you have completed the probationary period, you may be granted a leave of up to thirty (30) days. **This leave is without pay and must be approved by your supervisor.**

If medically related, you may be asked to provide your supervisor with a letter from your physician stating when you must stop working, as well as one when you return to work stating that you are able to perform the full duties of the position for which you were hired. If you return from leave within thirty (30) days, you will be considered for the next available opening for which you are qualified, which may be a different job at a different rate of pay. Any employee whose leave lasts longer than thirty (30) days will be separated unless reasonable accommodation is necessary.

Employees who fail to contact the Company or fail to return from leave will be presumed to have resigned. Employees who refuse a job offer, even if it is a different job at a lower rate, will be separated with. Paid holidays are not provided to employees who are on leave. PTO does not accrue during leave of absence. Employees on leave do not receive holiday pay for holidays which occur during the leave.

Military Reserve or National Guard Training

If you are a member of the Reserves or National Guard and you are called upon to serve a tour of active duty (usually two weeks but sometimes longer) you will be granted a military leave of absence for the time required. You must give your supervisor as much advance notice as possible of your intent to be away. If you wish, you may take PTO during this time, but this is not required. You will not be paid unless you take your accrued PTO days during your leave.

Military Service Leave for Active Duty

If you are inducted into the United States Armed Forces, please show your orders to your supervisor as soon as you receive them. All regular employees are eligible for re-employment after completing military service, under the following conditions:

- You must receive an honorable discharge.
- Your military service was not in excess of five (5) years unless service was the result of a highly specialized field of technical military service.
- You apply for reinstatement: (a) within 90 days after release from active duty of 180 days or more, or (b) within 14 days after release from initial active duty for less than 181 days, or (c) on the next regular scheduled work period following military service of less than 31 days. If you are an honorable discharged veteran, you will be reinstated in the same position you left (or a similar one in terms of status, pay, and seniority) and will receive full credit for time

spent in the Armed Forces, provided you meet the above requirements. Individuals whose service is less than 91 days and receive an honorable discharge will be placed into the position that they would have attained if they never left for military service.

Domestic Violence Leave

An employee who has been employed by the Company for at least three (3) months may be eligible for up to three (3) working days of unpaid leave in any 12-month period if the employee, or a family or household member of the employee, is a victim of domestic violence provided the leave is for any of the following reasons:

- Seek an injunction for protection against domestic violence including repeat, dating or sexual violence.
- Obtain medical care and/or mental health counseling for employees or the family or household member to address physical or psychological injuries resulting from domestic violence.
- Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from domestic violence or to attend and prepare for court-related proceedings arising from domestic violence.

An employee is required to give appropriate advance notice of leave, at least three (3) days, unless there is imminent danger of the health and/or safety of the employee or to a family or household member. Where possible, the employee shall provide sufficient documentation as to the act of domestic violence when requesting such leave. As with other types of leave, please complete, where possible, a written leave request form and provide request to the Office Manager. Such information shall be kept confidential by all involved parties. Furthermore, an employee may substitute, but is not required to substitute, PTO for this unpaid domestic violence leave.

Workers Compensation

If you are injured while you are at work, you will receive certain benefits under the workers compensation policy/coverage obtained by the Company. These benefits normally include the cost of your medical attention as well as, in the event of missed work time, a certain percentage of your weekly income for a specific number of weeks.

If you become injured on the job, you must report the incident immediately to your supervisor or your Office Manager to provide you with proper medical attention, request any required post-incident testing, and ensure that your workers compensation claim is filed properly. Failure to timely notify the Company of an incident triggering workers compensation may negatively impact your benefits.

Jury Duty

If you are summoned for jury duty, please tell your supervisor as soon as possible so your supervisor can plan for coverage during your absence. While you are serving your jury duty obligations, you will be paid for any time away from work for which you provide a notice from the court, confirming your jury duty attendance and specifying the hours of your service.

If you are called for jury duty but you are not selected for the jury or you are released early on a particular day during your service, you must report to work as soon as you are released. To receive jury duty pay from the Company, you must present a statement of jury service, which can be obtained from the court, to your Office Manager. If you receive jury duty pay from the Company, and you additionally receive pay from the court, pay from the court must be turned over to Human Resources to determine how much, if any, of the pay from the court shall be used to reimburse the Company for its jury duty pay to the employee.

Any other court proceeding you are required to attend, either for personal reasons or, for example, serving as a witness, are subject to the Company's PTO policy or Leave of Absence policy if no PTO is available.

Bereavement Leave

To lend assistance upon the death of an immediate family member, the Company offers paid time off to regular, full-time employees, up to a maximum of three (3) scheduled workdays, to arrange for and/or attend the funeral service. This leave is not to be construed as an automatic guarantee of 3 days in every case; rather, the number of days granted are to be used expressly for the aforementioned purposes. The term "immediate family" is defined as being the employee's spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or any dependent living in the employee's household.

In cases of other close relatives, this allowance is limited to not more than one full day of a paid absence. These relatives include the employee's grandparents, grandchildren, brother-in-law, sister-in-law, or any other relative who lives in the employee's household.

If the employee wishes to attend the funeral of a person who is not named above, the employee should use PTO or, if none available, request a personal unpaid leave of absence from the Office Manager, explaining the nature of his or her relationship with the deceased (i.e., aunt, uncle, cousin, close friend).

In all cases of bereavement leave, verification of the reason for absence or evidence of the death and the family relationship will be required upon request by the Office Manager. For the purpose of this policy, "evidence" is defined as a copy of the death certificate, a funeral program, or a copy of an obituary.

Employee Conduct

Activity detrimental to the Company includes habitual lateness and/or absenteeism, destruction of

property, fighting, reporting to work under the influence of drugs or alcohol, stealing, insubordination, refusing to perform an assignment, among other actions and incidents detrimental to the Company or in violation of any of the policies set forth above. Violations of Company policies will be dealt with by a verbal or written notification and, depending upon the frequency and the nature of the offense, action will be taken. Management reserves the right to make all disciplinary decisions.

Summary and Closing Words

This Employee Handbook is a summary of the principles for which we stand, the benefits which you receive, and the obligations you assume as an employee, and it is important that you read and understand its contents carefully and refer to it as necessary in the future. If you have any questions concerning this Employee Handbook, please contact your supervisor or Human Resources.

Down to Earth reserves the right to revise any content in this Employee Handbook, as the dynamic nature of our industry, our steady growth, and the ever-changing business conditions of our industry will require changes in our policies and procedures. Be sure to take note of any notification of policy changes that you receive.

You are now a part of the Down to Earth team, and we hope your association with us will be enjoyable and rewarding. The Company credits its success to its employees. Your job is important to our continued growth and success. With all of us working together in a spirit of cooperation and teamwork, our Company will be unsurpassed for its quality, integrity and service.

Employee Handbook Acknowledgement

I acknowledge that I have received a copy of the Employee Handbook. I understand that I need to take the time to read and understand the information provided within the Employee Handbook and that it is my responsibility to understand and comply with the policies as well as any revisions to the policies made in the future. I understand that I should contact my supervisor or office manager with any questions that I may have regarding the Employee Handbook or that are not answered by the Employee Handbook.

Furthermore, I understand that this Employee Handbook is provided for information purposes only and is not to be considered a contract between myself and the Company or to create any legally binding obligations on the part of the Company to me. I also understand that this Employee Handbook supersedes all previous policy manuals and past practices.

I acknowledge and agree that I will be responsible for the loss of any Company property I do not return in the event of my termination from the Company. By signing below, I authorize the deduction from my pay by the Company for such charges, subject to applicable law.

I will follow the policies and procedures, and instructions contained in this Employee Handbook.

Employee Name:

Please Print

Employee Signature:

Date: