



TEAM MEMBER HANDBOOK CALIFORNIA

EFFECTIVE: JANUARY 2025



OUR MISSION

We protect the food supply by eliminating risks, so families everywhere can eat without fear.

OUR CORE VALUES

PROTECT
what matters

DELIVER
on our promises

WIN
as a team

ADVANCE
a safer future

YOU MUST BE 18 OR OLDER TO WORK AT FORTREX.



It is the policy of the Company not to employ minors for any position. In no event will the Company employ any person under 18. Additionally, the Company will not employ any individuals currently enrolled in high school, even if the individual is 18 or older until the individual graduates or is no longer enrolled.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I am:

☐

I am over the age of eighteen (18); and

☐

I am not enrolled in High School.

Team Member Name (Please Print)

Emp. #

Plant Name/#

Dept.#

Team Member Signature (Please Print)

Date

Team Member Handbook

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Purpose of This Team Member Handbook

This handbook is designed to acquaint you with Fortrex (or “the Company”) and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the team member benefits, practices, and policies in effect at the time of publication. The Company retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the Team Member Acknowledgment and Agreement, this handbook should not be construed as creating any kind of “employment contract.”

As provided in the Team Member Acknowledgment and Agreement, employment at the Company is at-will and may be terminated by either the Company or the team member, with or without cause or prior notice. Any lawful agreement that changes your at-will employment status must be explicit, in writing, and signed by the CEO of the Company and you, or your designated representative. Your at-will employment is not intended to interfere with, limit, or relinquish your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act. Moreover, nothing in this handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by the National Labor Relations Act.

This handbook supersedes any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment.

The Company complies with all applicable state and local laws where the Company does business. To the extent that any provision of this Handbook conflicts with a provision of the law, the Company will comply with the law.

Let's Communicate

Team Member Relations Philosophy

We are dedicated to continuing what we believe to be an excellent relationship with our team members. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and team member involvement. We know that the Company's success and reputation is a direct result of the loyalty, commitment, and continued efforts of our team members. We will continue to look to you for ideas about how to improve all areas of our business in areas like customer service, safety, efficiency, and team member relations.

If You Have a Problem or Need to Make a Report

If you have any questions concerning your job or this handbook, you encounter any work- related problems, or need to report unsafe, illegal, or unethical conduct in the workplace, we encourage you to discuss your questions, problems, or reports with us. We cannot address any of your questions, concerns, problems, or reports unless we know about them.

If you have a problem, or need to make a report, please follow the below steps.

STEP 1: If you have a problem or need to make a report, please talk with your immediate Manager/Supervisor as soon as possible. Please provide specific examples describing your problem or report and share any ideas to improve your situation. Your immediate Manager/Supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

STEP 2: If you prefer not to speak with your immediate Manager/Supervisor, contact the Team Member Customer Care Line through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.fortrexsolutions.com

STEP 3: If you have not found resolution through speaking to your Manager/Supervisor or the Customer Care Line, contact the Ethics Department or your Human Resources Business Partner. The toll-free number is (888) 871-6335.

We have an open- door policy which is intended to encourage and enable you to raise serious concerns internally so that Fortrex can address and correct inappropriate or unlawful conduct and actions. It is the responsibility of all team members to report good faith concerns about any violations or suspected violations of law, regulations, policies, or codes of conduct that govern Fortrex' operations.

The Company takes all concerns and problems seriously. We will receive a report of each complaint, and will work to address your concern and/or resolve your problem, as soon as possible. Fortrex may decide in some circumstances that in order to achieve an investigation's objectives, we must maintain the investigation and our role in it in strict confidence. If Fortrex reasonably imposes such a requirement and a team member does not maintain such confidentiality, they may be subject to disciplinary action depending on the facts of each matter. Fortrex will take the following factors into account when requiring confidentiality: a witnesses' need for protection; a determination, whether evidence is in danger of being destroyed, or whether testimony is in danger of being fabricated; and the

need to prevent a cover up.

It is also contrary to the values of Fortrex for anyone to retaliate against any team member who, in good faith, reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, suspected fraud, or suspected violation of any regulation governing the operations of Fortrex, such as health and safety standards, or who refuses an order to work that violates any law, regulation, policy, or code of conduct. A team member who retaliates against someone who has reported a violation in good faith is subject to disciplinary action, up to and including termination of employment. You are encouraged to utilize this procedure without fear of retaliation. However, filing a false or fraudulent claim is a violation of the Company policy, and will result in disciplinary action, up to and including immediate termination.

Additional Contact Information

Mailing Address: Fortrex
1050 Crown Pointe Parkway
Suite 1000
Atlanta, GA 30338.

Phone Numbers: Questions about your paycheck or benefits: (888) 871-6335.

I. INTRODUCTORY POLICIES

Introductory Period

In order for you and the Company to have a fair opportunity to evaluate each other, the first ninety (90) calendar days of employment is an introductory period for training and orientation to the job. This period provides the opportunity to help the team member settle effectively into their new role, and ensure the team member achieves the required standards. The Company uses these ninety (90) days to evaluate your qualifications more carefully. Your performance on the job, your commitment, and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs. Team members who fail to demonstrate the expected performance, commitment, and attitude may be terminated during or upon the completion of the introductory period. However, successful completion of the introductory period does not guarantee employment for any specific duration. Nothing herein alters or changes your employment at-will relationship with the Company. You and the Company continue to have the right to terminate your employment at any time, with or without cause or prior notice.

Former team members who re-apply for work and are hired will be treated as new team members and must complete an introductory period of ninety (90) calendar days.

Equal Employment Opportunity Policy

We are committed to providing equal employment opportunities to all team members and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious dress (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, use of cannabis off the job or away from the workplace, and, in the City of San Francisco: height and weight; or any other protected status in accordance with all applicable federal, state, and local laws. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Anti-Human-Trafficking Policy

The Company and the United States Government strictly prohibit the trafficking of persons. The Company is committed to a work environment that is free from human trafficking and slavery, which for purposes of this policy, includes forced labor and unlawful child labor. The Company will not tolerate or condone human trafficking or slavery in any part of our organization.

The Company also prohibits team members, subcontractors, subcontractor team members, and agents from engaging in practices relating to trafficking persons, including, but not limited to:

- Destroying or otherwise denying access to a team member's identity or immigration documents;

- Using misleading or fraudulent practices to recruit team members, such as failing to disclose key terms and conditions of employment;
- Using recruiters who do not comply with federal, state, and local laws;
- Charging team member recruitment or application fees; and
- Harassing, blackmailing, or extorting another team member or person into recruiting for, applying to, or working at the Company.

The Company fully cooperates with the U.S. Government or other appropriate government authorities in audits or investigations related to such violations. Company team members are required to cooperate in any internal or external investigation of suspected wrongdoing under this Policy.

Mandatory Reporting Requirements

Anyone who suspects a violation of this Policy by a Company team member, contractor, subcontractor, subcontractor team member, or agent concerning a potential violation of this Policy must report the concern immediately. The Company has established numerous reporting methods, including anonymous hotlines operating 24 hours a day, seven days a week, run by independent, third-party providers.

- You may contact the Team Member Customer Care Line toll-free by calling (844) 880- 0009, or you can submit a report online at WeCare.fortrexsolutions.com;
- You may also contact our third-party compliance specialist by calling (888) 930-7089;
- You may report your concern to the National Human Trafficking Hotline by calling 1-888-373-7888; and
- You may report your concern to the Ethics Department by calling (888) 871-6335 or emailing your report to ethics@fortrexsolutions.com.

Non-Retaliation Policy

The Company will not tolerate retaliation against team members for raising concerns in good faith, even when no evidence is found to substantiate the report. In submitting a report, you may remain anonymous or choose to identify yourself and provide contact information so the Company can contact you directly if additional details are needed. If you choose to identify yourself in the report, the Company will keep your name confidential to the extent allowable by law.

Discipline

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including immediate termination.

Violation of this Policy may also result in criminal prosecution of responsible individuals.

Reasonable Accommodations

Disability and Religious Beliefs and Practices Accommodations

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as team members' religious beliefs and practices. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or team members' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices, please notify your Manager/Supervisor or Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with this policy, please notify the Company immediately, by speaking to the Human Resources Department. You are encouraged to utilize this procedure without fear of retaliation.

Pregnancy Accommodations

The Company will provide reasonable accommodations to qualified team members for known limitations related to the pregnancy, childbirth, or related medical conditions of a qualified team member. If you require an accommodation to perform the essential functions of your job for known limitations related to pregnancy, childbirth, or related medical conditions, please notify the Human Resources Department. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

Possible accommodations may include, but are not limited to:

- acquisition or modification of equipment;
- more frequent or longer rest breaks;
- assistance with manual labor;
- job restructuring;
- light duty assignments;
- modified work schedule;
- temporary transfer to less strenuous or hazardous work; or
- time off to recover from childbirth.

If the Company determines that all other reasonable accommodations create an undue hardship for the Company and/or pose a direct threat to the health or safety of others in the workplace and/or to the individual, the Company may require team members to take a leave of absence, subject to the provision of medical documentation of the team member's need. If the team member does not have available leave or does not qualify for any state or federal protected leaves, the Company will provide any leave of absence to the extent leave is otherwise provided to eligible team member.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources Department. You are encouraged to utilize this procedure without fear of retaliation.

Literary Assistance

The Company will reasonably accommodate and assist team members with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Team members who need time off to participate in an adult education program for literacy assistance should inform your Manager/Supervisor or the Human Resources Department so arrangements can be made to provide unpaid time off or an adjusted work schedule. The Company will make reasonable efforts to safeguard the team member's privacy with respect to such a request. Team members may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave.

Lactation Accommodations

You have the right to request, and the Company will provide, accommodations required for team members to express breast milk as necessary. Team members should notify their immediate Manager/Supervisor or the Human Resource Business Partner to request accommodations to express breast milk under this policy.

The Company will provide a reasonable amount of break time to accommodate a team member's need to express breast milk for the team member's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt team members should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid.

The Company additionally will provide team members needing to express breast milk with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the team member's work area, shielded from view, and free from intrusion while the team member is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the team member's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the team member's work area, shielded from view, free from intrusion while the team member is expressing milk, and has the other elements described above.

Team members should notify their immediate Manager/Supervisor or the Human Resources Department if these accommodations are not being met. Team members have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.

Lactation Accommodations – San Francisco

In addition to the foregoing lactation policy, the Company will provide a lactation location within close proximity to the team member's work area that is shielded from view and free from intrusion from co-workers and the public, is safe, clean, and free of toxic or hazardous materials, contains a chair and surface space (e.g., a table or shelf) for a breast pump and other personal items, and has access to electricity. The Company will additionally make a reasonable effort to provide, within close proximity to the team member's work area, a refrigerator where the team member can store breast milk and access to a sink with running water.

Team members have a right to request an accommodation for their lactation. Team members should contact their immediate Manager/Supervisor or the Human Resources to request a lactation accommodation under this policy. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process with the team member to identify possible accommodations and provide a response within five (5) business days of a team member's request for a lactation accommodation. The Company does reserve the right to deny a team member's request for a lactation break if the additional break time will cause an undue hardship. In such a case, the Company will provide the team member a written response that identifies the basis upon which the Company has denied the request for accommodation.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other category protected by applicable federal, state, or local law.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all team members, including supervisors and managers. It also applies to all customers, vendors and independent contractors as well as to all unpaid interns and volunteers (all of whom are designated for the terms of this policy as "Business Associates"). The Company prohibits managers, supervisors, and team members from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject a team member to disciplinary action, up to and including immediate termination. In addition, the Company likewise prohibits its Business Associates from harassing our team members, unpaid interns, and volunteers.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances or flirtation;
- offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for a team member's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, and displaying sexually suggestive objects or images;
- verbal sexual advances, propositions, requests, or comments;
- electronically sending sexually-related text-messages, videos or images;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's appearance or anatomy, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- verbal abuse concerning a person's characteristics such as pitch or voice, facial hair or the size or shape of a person's body, including remarks regarding an individual's gender presentation.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- other verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- electronically sending or posting harassing text messages, videos or images; and
- other harassing conduct based on one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your Manager/Supervisor or Ethics Department.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;

- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity.
- Filing a good faith claim of worker's compensation;
- Filing a claim for unemployment compensation;
- Assisting another team member who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified team members who request a reasonable accommodation for any known physical or mental disability and team members who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against a team member who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the team member's safety and well-being.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, Or Retaliated Against

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any team member, supervisor, manager, or Business Associate of the Company, you should immediately report it to your Manager/Supervisor or to the Human Resources Department or your Human Resources Business Partner as follows:

- By the toll-free Team Member Customer Care Line: (844) 880-0009; or
- Online at [WeCare.fortrexsolutions.com](https://www.wecare.fortrexsolutions.com); or
- By telephone, at (888) 871-6335 for the Ethics Department or your Human Resources Business Partner.

In addition, if you observe harassment by another team member, supervisor, manager, or Business Associate, please report the incident immediately as indicated above. Appropriate action will also be taken in response to violation of this policy by any Business Associate.

Managers/Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to the Ethics Department at (888) 871-6335.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention, so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits team members from refusing to cooperate with internal investigations and the internal complaint procedure. Fortrex may decide in some circumstances that in order to achieve these objectives, we must maintain the investigation and our role in it in strict confidence. If Fortrex reasonably imposes such a requirement and you do not maintain such confidentiality, you may be subject to disciplinary action, up to and including

immediate termination. Fortrex will take the following factors into account when requiring confidentiality: a witnesses' need for protection; a determination whether evidence is in danger of being destroyed or whether testimony is in danger of being fabricated; and the need to prevent a cover up.

If harassment, discrimination, or retaliation continues, you must immediately report it to the Ethics Department so the investigation can be reopened and addressed.

Violation of this policy will subject a team member to disciplinary action, up to and including immediate termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, team members may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

The California Civil Rights Department (CRD) provides free online training courses on preventing sexual harassment and abusive conduct in the workplace. The training can be accessed at <https://calcivilrights.ca.gov/shpt/>.

The California Civil Rights Department may also investigate and process complaints of harassment. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay, and damages. The toll-free number is (800) 884-1684.

Your notification to the Company is essential to us. You may be assured that you will not be penalized in any way for reporting a harassment problem. It is unlawful for an employer to retaliate against team members who oppose the practices prohibited by the Fair Employment and Housing Act, or file complaints, or otherwise participate in an investigation, proceeding, or hearing conducted by the CRD or Civil Rights Council (CRC). Similarly, the Company prohibits team members from hindering our own internal investigations and our internal complaint procedure.

If management finds that a team member has violated our Company policy, appropriate corrective action will be taken. To the extent possible in light of privacy concerns, as part of our attempt to remedy complainant's concerns, the complainant may be informed of remedial measures and disciplinary actions imposed against the violator.

We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take the necessary steps to correct the problem.

Team Member Classification

All team members are employed "at-will," which means that they can be terminated at any time, with or without cause and with or without advance notice. Also, the team member may resign at any time for any reason.

The Company currently has the following team member classifications:

Full-Time Team Members

Full-time team members are those normally scheduled to work at least twenty-five (25) hours per week, as determined by the Company in its sole discretion. Full-time team members are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

“Full-time” is a general team member classification used by the Company for a variety of purposes.

Part-Time Team Members

Part-time team members are those normally scheduled to work fewer than twenty-five (25) hours per week, as determined by the Company in its sole discretion. While part-time team members receive all legally mandated benefits (such as workers’ compensation insurance and Social Security), they are generally ineligible for the Company’s discretionary benefit programs.

Temporary Team Members

Temporary team members are those employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary team members will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary team members are not eligible for Company benefits, and temporary team members remain employed at-will at all times.

Non-Exempt Team Members

Non-exempt team members include all team members who are covered by the overtime provisions of the Fair Labor Standards Act and California state law.

Exempt Team Members

Exempt team members include all team members who are classified by the Company as exempt from the overtime provisions of the Fair Labor Standards Act and any applicable state laws (e.g., executive, administrative, professional, computer and outside sales exemptions). Exempt team members are expected to engage primarily in the duties outlined in their respective exemption. If you believe you are not primarily engaged in such duties outlined in your job description or believe your position does not meet an exemption based on your assigned duties, please consult with the Human Resources Department immediately. Your salary is paid to compensate you for all hours worked.

If you have any questions concerning your team member classification or the benefits for which you qualify, please consult with the Human Resources Department or the applicable benefit plan documents.

Meal Periods

Except for certain salaried exempt team members, it is our policy to provide and afford all team members who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 5th hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work, should a team member work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by your Manager/Supervisor, team members must record the beginning and ending time of their meal period(s) every day.

It is our policy to relieve such team members of all duty during their meal periods, with the team member being at liberty to use the meal period time as the team member wishes. You may leave the

premises for your meal period if you desire. The Company schedules all work assignments with the expectation that all team members will take their duty-free meal periods and we encourage you to do so. Team members may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their meal periods during a particular pay period, or in the alternative, identify any meal periods during which they were required to work. At no time may any team member perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company Manager/Supervisor is authorized to instruct a team member how to spend their personal time during a meal period. Team members should immediately report a Manager's/Supervisor's instruction to skip or work during a meal period to the Human Resources Department. The Company strictly prohibits retaliation against any team member who reports violations of the Company's meal period policy.

Waiver of Meal Period. Team members may waive their meal periods only under the following circumstances:

- If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your Manager/Supervisor.
- If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day.

Any time team members elect to waive a meal period they must submit a written request and receive prior written authorization from their Manager/Supervisor or the Human Resources Department. Team members may not waive meal or rest periods to shorten their work day.

On-Duty Meal Period. In limited situations, certain designated team members may be authorized to work an "on-duty meal period" when the nature of the team member's duties prevent the team member from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it, and you and the Company have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

The Company pays one-hour of premium pay to non-exempt team members at their regular rate of compensation for each day during which they are required by the Company to work during one or more meal periods or if the Company has not otherwise provided them with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where a team member has a lawful on-duty meal period, or if a team member personally chooses to disregard the Company's schedules or policies providing meal periods as required by law.

Rest Periods

The Company provides non-exempt team members with the opportunity to take a net ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved

of all duty so that you can enjoy this personal time. You may leave the premises for your rest period if you so desire. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

The Company generally will not authorize a rest period for team members whose total daily work time is less than three and one-half (3 ½) hours. Team members are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a Manager/Supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked. However, team members are required to separately record their rest periods on their timesheets or timecards. If your rest period is interrupted, you must notify your Manager/Supervisor immediately so that arrangements can be made for you to take a further, uninterrupted rest period required by Company policy. No Manager/Supervisor is authorized to instruct a team member to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by a team member without any coercion from a Manager/Supervisor and the waiver is purely voluntary. Team members may be required to confirm that they have been provided an opportunity to take all of their duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

Please note that no Company Manager/Supervisor is authorized to instruct you how to spend your personal time during a rest period. You should immediately report a Manager’s/Supervisor’s instruction to skip or work during a rest period to the Human Resources Department. The Company strictly prohibits retaliation against any team member who reports violations of the Company’s rest period policy.

The Company pays one-hour of premium pay to non-exempt team members at their regular rate of compensation for each day during which they are required by the Company to work during one or more rest periods or when they are not otherwise provided an opportunity by the Company to take one or more rest periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The Company strictly prohibits retaliation against any team member who reports violations of the Company’s rest period policy. The one-hour premium will not apply in situations where a team member personally chooses not to take a rest period or to disregard the Company’s schedules or policies providing rest breaks as required by law.

Recovery Periods

The Company provides team members working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Team members are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked. Team members are not

required to record their cool-down periods.

It is our policy to relieve team members of all duty during cool-down periods. As such, no Manager/Supervisor is authorized to instruct a team member to waive or skip a cool-down period. Team members should immediately report a Manager's/Supervisor's instruction to skip, shorten, or work during a cool-down period to the Human Resources Department.

The Company pays one-hour of premium pay to non-exempt team members at their regular rate of compensation for each day during which they are required by the Company to work during one or more recovery periods or if the Company has not otherwise provided them with an opportunity to take one or more recovery periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where a team member personally chooses not to take a discretionary recovery period or to disregard the Company's schedules or policies providing discretionary recovery periods as required by law.

Immigration Compliance

It is the policy of the Company to only hire persons who are authorized to work in the United States. The Company will comply with worker eligibility as outlined in the Immigration and Nationality Act. Every new team member must complete an I-9 on the first day of work or before; supporting documents must be provided within three days from beginning work. The Company participates in the USCIS E-Verify program requiring that the team member provide a social security number in the course of completing the I-9.

We retain a Form I-9 for all current team members, unless the team member has had continuous employment with us pre-dating November 7, 1986. For terminated team members, the Company will keep the I-9 form on file for at least 3 years from the date of employment or for 1 year after the team member leaves the job, whichever is later. All I-9 forms are retained at the Company headquarters.

The Company complies with the INA's I-9 requirements and demonstrates a "good faith" effort in not knowingly hiring or continuing to employ an illegal alien by doing the following:

- Ensuring all team members timely complete the I-9.
- Examining the form to make sure it is properly completed and legible.
- Following document retention requirements.
- Verifying, on the I-9 form, that the employer has seen original unexpired documents establishing identity and work authorization for all new team members, U.S. citizens, and noncitizens alike.
- Reasonably assessing the document's validity. The Company accepts documents that appear to be genuine and relate to the person presenting them.
- Accepting any valid documents presented by the team member on the "List of Acceptable Documents." We do NOT ask for more documents than those required and do not demand to see specific documents.
- Terminating team members who fail to produce the required document(s) or receipt for a replacement document within three business days of the date employment begins.

The Company does not accept photocopied documents for I-9 purposes from the team member. The Company photocopies the original identification documents and attaches those to the team member's Form I-9.

The Company uses E-Verify to verify new team members regardless of national origin or citizenship status. By using E-Verify, the Company requires that a Social Security number is listed, a photo identification document is provided, the I-9 and that it is filled out correctly and properly signed and dated.

The Company regularly conducts I-9 audits and adheres to a third party I-9 audit when requested by our clients. These audits are intended to verify the compliance of existing I-9 Forms and uncover problems in procedures that may require correction to help ensure future compliance.

Background Screening

To ensure that team members of the Company continue to be qualified and to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment, or retention, the Company conducts background checks. . Background screening is a sound business practice that benefits everyone; it is not a reflection on any particular team member. Current team members may be subject to background checks as deemed necessary for promotions, transfers, or other business needs. Failure to consent to a background check will result in disqualification from employment or other appropriate action for current team members.

All information obtained from background checks will be kept confidential and used solely for employment purposes.

Should you have any questions regarding the Company's background screening policy, please contact the Human Resources Department.

Job Transfer Policy

Team members may apply for a transfer opportunity provided they meet the following eligibility requirements:

1. Meet the minimum eligibility requirements for the open job that they seek to transfer into.
2. Be able to perform the essential functions of the open job with or without reasonable accommodation.
3. Complete and return a voluntary transfer form to the Human Resources department.

Team members interested in transferring can contact Human Resources or the hiring manager for additional job information. If the team member so requests, Human Resources will keep their inquiries regarding a posted position confidential.

Transfers typically take effect within 4 weeks, but usually no later than 6 weeks, after a team member's acceptance of an open position. Factors such as the urgency to fill the position, status of the team member's present workload, and difficulty in filling the team member's present position are to be considered in determining a transfer date.

The Company may also require team members to transfer to specific positions based on business needs and conditions.

Re-Hire Policy

Former team members of the Company may be eligible for rehire depending on the circumstances of their initial separation from the Company, the position sought and/or the length of time that has passed since the initial separation. Team members terminated for gross misconduct, as determined in the sole discretion of the Company, are not eligible for rehire. For more information about the re-hire policy, please contact the Human Resources Department.

Disease Policy

Many diseases are contagious and can be transmitted between humans even before symptoms develop. The best way to prevent the spread of contagious diseases is through good hygiene and for the affected person(s) to stay home and away from work, school and other people until the disease has run its course.

Other communicable diseases that we need to be aware of include: Chicken Pox, Mumps, Measles, Tuberculosis, Avian Flu, Hepatitis A, Noroviruses, Salmonella Typhi, Sapoviruses, Shigella species, Staphylococcus aureus, Streptococcus pyogenes, MRSA and Scabies. You must also report to us if you have diarrhea, vomiting, open skin sores, boils, fever, or jaundice.

The Company is in the business of providing sanitation services to our clients to help them produce the highest quality, safest and most sanitary foods available today. It is our duty as subcontractors to ensure that our workforce is healthy while working in their facility.

Our policy on contagious disease is that if a team member is sick due to one of the contagious diseases listed above, that person should not be at the worksite and they will be given an excused absence until they are no longer contagious. Team members are required to provide a doctor's note and fit for duty form before returning to work. Anyone attempting to come to work while still contagious is in violation of the Company policy and is subject to disciplinary action, up to and including termination.

Employment of Minors/High School Students

It is the policy of the Company not to employ minors for any position. In no event, will the Company employ any person under the age of eighteen (18). Additionally, the Company will not employ any individuals currently enrolled in high school, even if the individual is 18 or older, until the individual graduates or is no longer enrolled.

Any team member who suspects a minor or high school student is working for the Company must report this violation immediately. The Company has established numerous reporting methods that can be used to report a concern, including anonymous hotlines operating 24 hours a day, seven days a week, run by independent, third-party providers.

- You may contact the Team Member Customer Care Line toll-free by calling (844) 880- 0009 or submit a report online at WeCare.fortrexsolutions.com; or
- You may also contact our third-party Compliance Specialist by calling (888) 930-7089 or
- You may also contact the Compliance Department by calling (888) 871-6335 or emailing your report to compliance@fortrexsolutions.com.

The Company will not tolerate retaliation against team members for raising concerns in good faith. In submitting a report, you may remain anonymous or choose to identify yourself and provide contact information so the Company can contact you directly if additional details are needed.

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including immediate termination.

Family Friendly Ordinance - San Francisco

Team members that have been employed by the Company for at least six (6) months, regularly work at least eight (8) hours per week in San Francisco (including those who telework and are assigned to a San Francisco business location at the time of the request) and are a primary caregiver have the right to request, a flexible or predictable workplace arrangement to assist with caregiving responsibilities. Team members must submit a written request for a flexible or predictable working arrangement to assist with care for: (1) a child under the age of eighteen for whom the team member has parental responsibility; (2) a family member with a serious health condition; and (3) any family member aged sixty-five or older. "Family member" for the purposes of this policy, includes a spouse, domestic partner, child, parent, sibling, grandchild or grandparent that is related by blood, legal custody, marriage, or domestic partnership.

Once the Company receives a complete written request, the Company may choose to meet with the team member and will provide a written response within twenty-one (21) days of receiving the request. If, however, the requested arrangement is denied, the Company will engage in an interactive process with the team member to devise a mutually acceptable arrangement. The Company may deny a team member's request if it would cause an undue hardship. In such a case, the Company will provide the team member a written response that identifies the basis upon which the Company has denied the request, along with a notice of the right to request reconsideration and to file a complaint with the San Francisco Office of Labor Standards Enforcement (OLSE). The team member, within thirty (30) days, may submit a written request for reconsideration. Within twenty-one (21) days of receiving a written request for reconsideration, the Company will meet with the team member regarding the request and provide a written final decision within fourteen (14) days of that meeting. The Company will provide the team member a written response and, if denied, will identify the basis upon which the Company has denied the request and inform the team member of the right to file a complaint.

The Company reserves the right to require verification of the team member's caregiving responsibilities, which may include confirmation from a medical professional. If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources Department. You are encouraged to utilize this procedure without fear of retaliation.

II. WHAT YOU CAN EXPECT FROM US

Company Benefits

The Company provides the following benefits to eligible team members. The Company reserves the right to terminate or modify these plans at any time for any reason.

Your Pay

We distribute paystubs electronically and paper paychecks on a weekly basis on Fridays. Team members should review and verify pay information on a regular basis so any necessary changes can be made as soon as possible. Any questions about the amount of your pay or deductions should be brought to the attention of the Payroll Department immediately by calling (888) 871-6335. Team members who have lost their paper paycheck must immediately report the loss to their Manager/Supervisor.

Team members who would like their paychecks directly deposited into a bank account of their choosing should request a direct deposit form from their Manager/Supervisor or log in to the Company's HRIS system, my ADP, to complete an online request for direct deposit. The Company encourages direct deposit to ensure timely delivery of payroll in the event of unseen problems in the mail delivery.

The workweek starts on Monday at 1:00 p.m. and runs through Monday at 12:59 p.m.

Wage and Hour Compliance

It is the policy of the Company to fully comply with state and federal laws regarding payment of wages and to investigate and correct any improper payroll deductions or other payroll practices that do not comply with these laws. The Company takes all reasonable steps to ensure that team members receive the correct amount of pay in each paycheck and that team members are paid promptly on the scheduled payday.

In addition, the Company will pay salaried team members their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. Full day deductions from pay that are permitted by law include, for example, absences from work for one or more full days of personal reasons other than sickness or disability, absences of one or more full days due to sickness or disability before or after eligibility for paid sick leave, deductions during unpaid suspensions of one or more full days for infraction of the Company's workplace rules, and in some states, days absent for legally required absences such as jury duty, testifying as a witness, or serving military service, or days not worked during the first or last week of employment. If you have any questions regarding salary deductions, please consult with the Human Resources Department.

In the unlikely event that there is an error in the amount of pay, that an improper deduction has been taken, or another improper payroll practice is occurring, the team member should promptly bring the issue to the attention of their Manager/Supervisor or the Human Resources Department, so that corrections can be made as quickly as possible. The Manager/Supervisor or the Human Resources Department will see that the matter is appropriately reviewed, and the team member will be reimbursed for the amount of any inappropriate deduction taken or other payroll mistake.

Expense Policy

Certain Company team members may be authorized to incur reimbursable expenses on behalf of the Company. All such expenses must be pre-approved by the Company.

Moreover, all expenses must be documented with receipts. Only those pre-approved expenses incurred on behalf of the Company for legitimate business purposes will be reimbursed. Reimbursement forms with receipts or other substantiating documentation should be submitted within 120 days. Reimbursements will be issued promptly.

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and all provisions of this Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company will not be liable for any taxes or penalties on any reimbursements.

Any team member who abuses this policy by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action, up to and including termination of employment.

Payroll Deduction

Normal payroll deductions for federal and state income tax, FICA, and Medicare will automatically be deducted from a team member's paycheck based on information they provide to the Company. Other payroll deductions required or permitted by law (e.g., garnishments and child support) will also be made when appropriate.

Timekeeping Procedures

Fortrex utilizes biometric identifier technology software through the Asure Software ("Asure") time collection device (the "time clock") which can verify the team member's identity. Fortrex will use Asure to track team members' attendance and time.

Procedures

To punch in, the team member follows two simple steps:

- (1) The first time a team member punches using the time clock, they will go through a 1 ½ minute onscreen biometric training process.
- (2) Once the team member is trained, they can punch in using their team member ID number. The system utilizes the biometric identifier detection and verification algorithms to choose the best image to be submitted to the cloud-based Asure system.

If you have problems clocking in or out on the time clock, you must immediately alert your Manager/Supervisor about the problem, accurately fill out a paper sign in/out sheet reflecting your hours worked, and provide the paper sign in/out sheet to your Manager/Supervisor. Manager/Supervisors who receive a paper sign in/out sheet will email a copy to the Corporate Human Resources department at dailysignins@fortrexsolutions.com.

Missed Punches

Team members who fail to punch in or out at the required time must immediately notify their Manager/Supervisor of the reason for this failure, fill out a paper sign in/out sheet accurately reflecting hours worked, and provide the paper sign in/out sheet to their Manager/Supervisor. Managers/Supervisors who receive a paper sign in/out sheet will email a copy to the Corporate Human Resources department at dailysignins@fortrexsolutions.com.

Repeated failure to clock in and out using the Company's time clock may be cause for disciplinary action, up to and including termination.

Timekeeping Violations

Team members shall be subjected to disciplinary action, up to and including termination, for any violations including, but not limited to:

- any attempt to tamper with timekeeping hardware or software;
- falsification of information, whether intentional or unintentional;
- attempting to clock in or out for any other team member;
- interfering with other team members use of any timekeeping equipment or forms;
- any action, whether intentional or unintentional, which damages or causes damage to any timekeeping equipment;
- having access to any timekeeping software without the express permission of the Manager/Supervisor;
- interfering with any investigation concerning any timekeeping issues;
- attempting to view any other team members records;
- attempting to download any records from any machine.

Disputes

- In the case of a timekeeping dispute, the team member shall make written notice of the problem and submit to the Manager/Supervisor.
- If no malfunction or other mechanical problem is found with the device in question and no other evidence can substantiate the team member's claims, the records recorded by the timekeeping device shall be considered final.

Other Timekeeping Rules

Unless otherwise notified, each team member is required to accurately record their hours of work for Fortrex, through the use the time clock or, if unavailable, a paper sign in/out sheet. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

"Off clock" work time is strictly prohibited. If any Manager/Supervisor directs you to or suggests that you should perform work while not "on the clock," you must notify the Manager/Supervisor immediately. Similarly, non-exempt team members are not permitted to perform work after hours or from home without specific direction from their Manager/Supervisor, and in the event such work is authorized, all time spent working must be reported on the team member's time record.

You must punch in/out for the following periods:

- Punch in immediately before donning your personal protective equipment (“PPE”). Once you have punched in, this act starts the continuous workday and you are expected to immediately proceed to your work station once you have completed donning your PPE.
- Punch out immediately after finishing work before a meal period/lunch break. In plants that disallow PPE in the break area, team members are required to doff PPE before punching out for all meal periods to comply with welfare area procedures or cross contamination issues. In facilities that permit PPE in the break area, team members are not required to doff their PPE before a meal period/lunch break. Team members at these facilities may doff and re-don their PPE during rest and meal periods, but this doffing and re-donning time is not compensable, as Fortrex does not require it, and such activity would be purely for the team members’ comfort.
- Punch in before re-donning your PPE in those plants that disallow PPE in the break area and/or before returning to your work station after a meal/lunch period.
- Punch out after doffing your PPE at the end of the workday.

While Fortrex recognizes that it may take some team members slightly longer to don, doff, and walk to and from one’s work station than other team members, all team members are expected to don, doff, and walk in a reasonably efficient and timely fashion. Those who fail to do so may be subject to disciplinary action, up to and including termination. In some Fortrex facilities, team members may be permitted to don and doff their PPE at home. If this is permitted at your Fortrex facility, you may arrive at work in your PPE and you may depart from work in your PPE. If you choose this option, any time spent donning and doffing the PPE at your home will be non-compensable, as you will not be donning and doffing on-site. Again, this is a purely voluntary choice that you may have depending upon the facility at issue.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your Manager/Supervisor before working overtime or hours beyond your regular work schedule. Therefore, team members must not sign-in/clock in until ready to start work. Arriving to work and signing/clocking in more than seven (7) minutes before the start of a scheduled shift or signing/clocking out more than (7) minute before the end of a scheduled shift without prior approval is unacceptable. You are not permitted to punch in early so that you may don your PPE and then “wait” for the workday to begin. Team members who work overtime or off-schedule hours without prior authorization by their Manager/Supervisor are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your time records must be approved by you and your Manager/Supervisor. Under no circumstances may any team member record another team member’s time. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member’s time, or violates any time recording procedure is grounds for disciplinary action, up to and including termination.

In the event any of the above mentioned policies conflict with state law, state law will be followed.

Overtime and Work Schedule

Work schedules vary by location; however, team members are informed of their regular work schedule upon hire. Team member schedules may be changed due to the Company’s and clients’ needs.

The Company may periodically schedule overtime work in order to meet business needs. We will attempt to give as much advance notice as possible, and we expect that all team members who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your Manager/Supervisor. Working overtime without your Manager/Supervisor's approval may result in discipline, up to and including termination.

Your Manager/Supervisor will inform you of the hours you are to work. Due to changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your Manager/Supervisor. Management retains the right to reassign team members to a different shift where it is necessary for the efficient operation of the Company.

Paid Holidays

After completion of the introductory period, full-time team members will receive specific holidays off with pay (based on regular hours worked per location) any time they fall on a normally scheduled work day for the team member as outlined in the individual plant contract. However, the Company reserves the right to change or eliminate paid holidays with prior notice. The following are generally the paid holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating a team member's entitlement to overtime during the week in which the holiday occurs.

Some plants may be open on a holiday due to business necessity and/or per their specific contract. If the plant in which the team member is working does not observe a particular holiday, the team member may not be eligible to receive holiday pay for that specific day. In some cases, team members may have to work on a holiday for business necessity. In those cases, team members will be given as much advance notice as possible if they are required to work on a holiday. Team members asked to work on a holiday will receive their normal rate of pay for work performed on a holiday.

The Company reserves the right to designate which days will be recognized as paid holidays in lieu of the day on which the holiday may occur. Further, if a holiday falls on a weekend, the Company may choose to issue holiday pay rather than designating an alternative day off. Part-time and temporary team members are not eligible for holiday pay.

Exempt team members will not receive additional holiday pay, but rather will be paid their regular salary for the week in which a holiday falls.

Paid Vacation

The Company provides vacation benefits to all regular full-time team members. Beginning on the first day of the team member's employment (first day of 13th month), vacation will be accrued as follows,

subject to the indicated accrual caps:

Team member's Continuous Length of Service	Amount of Vacation Days Accrued per Year	Maximum Accrual Cap
0 – 24 months	5 days	7.5 days
25 – 60 months	10 days	15 days
61 – 120 months	15 days	23 days
121 – 300 months	20 days	30 days
310st month and thereafter	25 days	38 days

The Company will use your anniversary date of hire when determining length of service. All vacation earned in the current anniversary year is available for use starting at the beginning of the following anniversary year.

Vacation may not be accrued in excess of the maximum accrual cap above. Once a team member's unused and accrued vacation reaches the maximum cap, the team member will not accrue any additional vacation time until prior vacation time has been used and the team member's balance falls below the maximum accrual cap. In other words, team members in their 4th year of service may not accrue more than 15 days of vacation at any time, and team members in their 24th year of service may not accrue more than 30 days of vacation at any time.

Consult the Human Resources Department for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives while on vacation may vary according to the compensation plan of the team member. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless are taking an excused absence on those days.

Vacation time is given to team members so that they are better able to perform their jobs when they return. For this reason, we require team members to take their vacation and we do not permit team members to take pay in lieu of time off.

Vacations must be scheduled and approved by your Manager/Supervisor at least two weeks in advance. Also, the Company, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse a team member's application for vacation. Team members who are out on a leave of absence do not accrue vacation time while they are on leave. We pay all accrued but unused vacation pay when a team member leaves the Company.

Paid Sick Leave – California Team Members Outside the Cities of Los Angeles and San Francisco

The Company provides paid sick leave to team members who have worked thirty (30) or more days in California within a year of their employment with the Company, who work outside the City of Los Angeles, in accordance with this policy. The sick leave year runs from anniversary to anniversary. Eligible team members will receive forty (40) hours or five (5) days of paid sick leave each year. Beginning on the 90th day of employment, team members may begin to use paid sick leave. This benefit does not accrue. Unused sick time will not be carried over from year to year. At the beginning of each sick leave year, team members will be granted the full forty (40) hours or five (5) days of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the team member or the team member's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, sibling, or a designated person. "Designated person" for the purposes of this policy is a person identified by the team member at the time the team member requests paid sick days. Team members will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by a team member who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of a team member's family member.

Consult the Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member.

Team members requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

The Company will not take any adverse action against team members who utilize paid sick leave. However, team members who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Unused time under this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Human Resources Department.

Paid Sick Leave – Team Members in the City of Los Angeles

The Company provides paid sick leave to all team members who work at least two (2) hours within a particular workweek within the geographical boundaries of the City of Los Angeles in accordance with this policy. The sick leave year starts on the first pay period of the new year. Eligible team members will accrue one

(1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of eighty (80) hours of paid sick leave. Beginning on the 90th day of employment, eligible team members may begin to use paid sick leave as it is accrued, up to a maximum of 48 hours of paid sick leave per year. Any accrued but unused sick leave at the end of the year will carry over to the following year up to a maximum of eighty (80) hours of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the team member or the team member's family member, or for any individual related by blood or affinity whose close association with the team member is the equivalent of a family relationship. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, sibling, or a designated person. "Designated person" for the purposes of this policy is a person identified by the team member at the time the team member requests paid sick days. Team members will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by a team member who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of a team member's family member.

Consult the Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member.

Team members must make an oral or written request for paid sick leave. Team members requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

The Company will not take any adverse action against team members who utilize paid sick leave. However, team members who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Unused time under this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Unused time under this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Human Resources Department.

Paid Sick Leave – Team Members in the City and County of San Francisco

The Company provides paid sick leave to all team members of the Company who work at least two (2) hours within a particular workweek within the geographical boundaries of the City and County of San Francisco in accordance with this policy.

The sick leave year starts on the first pay period of the new year. The Company advances eligible team members forty (40) hours or five (5) days of paid sick leave each year. A team member's accrual halts until the team member has worked enough hours needed to accrue the upfront amount (typically 1200 hours), at which point the team member resumes accruing sick leave at a rate of one (1) hour for every 30 hours worked, up to a maximum accrual of 72 hours or nine (9) days. Sick leave may not be accrued in excess of the applicable maximum accrual cap. Once your unused and accrued sick leave reaches the maximum cap, you will not become eligible to accrue any additional sick leave until prior sick time has been used and your accrued balance falls below the maximum accrual cap. Beginning on the 90th day of employment, eligible team members may use paid sick leave as it is accrued and/or awarded. If a team member separates from the Company before the 90th day of employment and is rehired by the Company within one (1) year from the date of separation, all prior days of employment shall count toward the ninety (90) days of employment, after which the team member may use paid sick leave as it is accrued. At the beginning of each year, if the team member's sick balance is below forty (40) hours or five (5) days, the Company will advance the difference to provide the team member a total of forty (40) hours or five (5) days of paid sick leave. Team members may not use accrued paid sick leave in increments of less than one (1) hour. Unused sick leave will carry over to the next year, up to a maximum of 72 hours or nine (9) days of accrued paid sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition, illness, or injury of, or preventive care for, the team member or the team member's family member. This includes time off in connection with a bone marrow and/or organ donation by a team member or a team member's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age and including a child of a domestic partner), parent (including a parent-in-law), grandparent, grandchild, sibling or a designated person. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, or foster care relationships. "Designated person" for the purposes of this policy is a person identified by the team member at the time the team member requests paid sick days. Team members will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by a team member who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of a team member's family member.

Consult the Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member.

Team members requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Generally, "as soon as practicable" means two hours before the start of your work shift, though the Company recognizes that there are instances where two hours' notice will not be possible. Please provide notice of any absences pursuant to this policy by contacting your direct Manager/Supervisor or the Human Resources Department.

The Company will not take any adverse action against team members who utilize paid sick leave. However, team members who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Unused time under this policy will not be paid out at the time of separation from employment.

However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Human Resources Department.

Bereavement Leave

Eligible full-time non-exempt and exempt team members may receive up to three (3) days of paid and up to an additional two (2) days of unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the team member's immediate family. All other eligible team members may receive up to five (5) days of unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the team member's family.

To be eligible, team members must have been employed with the Company for at least thirty (30) days immediately preceding the commencement of leave. In the event of the death of an extended family member, full-time team members who have completed three (3) consecutive months of service may also be granted a bereavement leave up to three (3) working days as follows: One and half (1.5) days paid time off and one and half (1.5) days unpaid time off to handle family affairs and attend the funeral. Additional unpaid time off may be allowed upon Manager/Supervisor approval.

For purposes of this benefit, "family member" is defined as your spouse, registered domestic partner, child, stepchild, registered domestic partner's child, parent, parent-in-law, grandparent, grandchild, sibling, or your registered domestic partner's parents as defined under the California Family Rights Act (CFRA), and "extended family member" is defined as aunts, uncles, and cousins.

The Company will make reasonable efforts to safeguard the team member's privacy with respect to a request for bereavement leave. Team members are encouraged to request leave under this policy without fear of retaliation.

The Company reserves the right to request supporting documentation of the need for bereavement leave within thirty (30) days of the team member's first day of leave. This documentation can include a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Time off granted under this policy will not be counted as hours worked in computing overtime and will not be paid in addition to any other type of allowed pay for the same days such as holiday pay, vacation pay, etc.

Additional unpaid time off may be allowed upon Manager/Supervisor approval.

Insurance & Retirement Benefits

We offer the following insurance and retirement benefits to eligible team members:

- Group Health Insurance
- Group Dental Insurance
- Group Vision Insurance
- Group Life Insurance
- Short Term Disability
- Long Term Disability
- 401(k) Retirement Savings Plan
- Employee Assistance Program (“EAP”)

Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

Health Care Security Ordinance – San Francisco

As a San Francisco employer, the Company contributes, at a minimum, a sum towards team member health care coverage in compliance with the San Francisco Health Care Security Ordinance. The Company will provide each team member with a notice of accumulated health care expenditures quarterly, so each team member can see how much is being contributed for them for their health care costs. In addition to the quarterly notice, team members may also inquire to the Human Resources Department or the team member’s Manager/Supervisor at any time and will receive, in a reasonable timeframe, the details of the accumulation of health care expenditures by the Company on the team member’s behalf.

Private Sector Military Leave Pay – San Francisco

Under San Francisco’s Private Sector Military Leave Pay Protection Act, the Company provides covered team members with supplemental compensation for up to thirty (30) days of Military Duty per calendar year when team members take time off for Military Duty.

A team member is covered if they work within the geographic boundaries of San Francisco and are a member of the reserve corps of the United States Armed Forces, National Guard, or other uniformed service organization of the United States and require time off for Military Duty. Military Duty means 1) active military service in response to the September 11, 2001 terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances, or 2) military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic, natural disasters, or 3) engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity.

The amount of supplemental compensation is calculated by taking the difference between the team member’s gross military pay and the amount of gross pay the team member would have received if the team member worked their regular work schedule during the time off for Military Duty. Please consult the Payroll Department for detailed information on how the dollar amount of your supplemental compensation under this policy is calculated and the amount that you are entitled to receive. The supplemental compensation for Military Duty can be utilized in daily increments for one or more days at a time, for up to a total of 30 days in a calendar year.

Team members requesting supplemental compensation under this policy should provide as much advance notice as possible if the Military Duty is foreseeable. For more information regarding this policy, contact the Human Resources Department.

State Mandated Insurance Benefit Programs

State Disability Insurance

The Company is required by law to deduct a certain amount from your pay to provide State Disability Insurance (SDI). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department, which administers the SDI program.

Paid Family Leave

The Company is also required by law to deduct a certain amount from your wages in order to fund the Paid Family Leave ("PFL") Program. PFL benefits are payable, for up to eight (8) weeks in a twelve-month (12) period, when you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, or parent-in-law or to bond with a new child.

Despite its name, PFL does not provide you with any leave entitlement or time off. Rather, it is a benefit that you apply for when on an otherwise approved leave of absence pursuant to Company policy. You will be required to use up to two weeks of accrued vacation prior to receiving PFL benefits during any twelve-month period. You may also elect to use your sick leave during receipt of PFL benefits. You must notify the Company if you intend to file for PFL benefits.

For information concerning these benefits, contact the California Employment Development Department ("EDD"), which administers the PFL program. All claims for PFL benefits must be submitted directly to the EDD. The EDD ultimately determines whether you are eligible to receive PFL benefits. You will not be eligible for PFL benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

Paid Parental Leave – San Francisco

Under San Francisco's Paid Parental Leave Ordinance, the Company provides team members with supplemental compensation for up to eight (8) weeks of parental leave. To be eligible for supplemental compensation under this policy, a team member must (1) have commenced employment with the Company at least 180 days prior to the start of the leave period; (2) perform at least eight (8) hours of work per week for the Company within the geographic boundaries of San Francisco; (3) spend at least 40% of his or her total weekly hours worked for the Company within San Francisco; and (4) be otherwise eligible for paid family leave compensation from the State of California under the California Paid Family Leave law for the purpose of bonding with a new child.

Eligible team members may receive supplemental compensation under this policy for leaves of absence in connection with new child bonding during the first year after the birth of the child or after placement of the child with the team member through foster care or adoption. This policy applies equally to male and female team members. Eligible team members may receive supplemental compensation under this policy for a single block of time or intermittent leave of absence.

Consult the Human Resources Department for detailed information on how the dollar amount of your supplemental compensation under this policy is calculated and the amount that you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member. As a precondition of receiving supplemental compensation under this policy

and in order for the Company to calculate the amount of supplemental compensation to which you may be entitled, you must either (1) provide the Company with a copy of the Notice of Computation of California Paid Family Leave Benefits from the State or other legally authorized statement, or (2) at the time of applying for California Paid Family Leave, provide the State with written authorization to disclose the weekly benefit amount to the Company. You will be required to agree to allow the Company to use up to two weeks of unused accrued vacation at the start of any approved leave of absence for the purposes set forth under this policy.

The Company will not retaliate against you for requesting or receiving leave or compensation pursuant to this policy. For more information regarding this policy, or for information regarding your entitlement to leave pursuant to Company policies, contact the Human Resources Department.

Workers' Compensation Insurance

The Company pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to team members who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment. However, the Company maintains a strict policy against terminating, threatening to terminate, or in any manner discriminating against any team member because they filed or made known their intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board. If you feel you are being discriminated against in violation of this policy, please contact the Human Resources Department.

COBRA

Under some circumstances, eligible team members and their dependents may have the option of continuing coverage under the medical and life insurance plans for a limited time at their own expense after the coverage otherwise would end. This continuation right is provided in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and applicable state laws.

If a team member becomes eligible for continued coverage under the group medical plan because of death, retirement, termination of employment, layoff, or reduction in hours, the Company will notify the team member and/or their dependents of their options for continued coverage.

If eligibility for continuation of coverage under the medical plan is the result of divorce, legal separation, death of a covered team member, or a change in dependent status, the team member, the team member's spouse, or the team member's dependent(s) must notify the plan administrator or Benefits Department within sixty (60) days of the event to qualify for continued coverage. If the Company does not receive notification within this timeframe, continued coverage may not be available.

Details concerning continuation rights under the medical and life insurance plans can be found in the summary plan description for each plan.

Unemployment Compensation Insurance

Benefits under this insurance law are available to those who meet the requirements if they become unemployed. Eligibility for receiving benefits is determined by state compensation laws.

Civic Duties

The Company encourages all team members to accept their civic responsibilities.

Jury Duty

If you receive a jury duty summons, please notify your Manager/Supervisor immediately so your Manager/Supervisor may plan the department's work with as little disruption as possible. Team members should communicate with their Manager/Supervisor during any period of jury duty to keep them apprised on the duration of the jury duty assignment and anticipated return date.

Team members who are released from jury service before the end of their regularly scheduled shift, or who are not asked to serve on a jury panel, are expected to call their Manager/Supervisor as soon as possible and report to work if requested. While non-exempt team members are on jury duty, the Company will pay them their base rate of pay for time spent performing jury duty, provided that the team member reports to work on any day, or part of a day, when excused from going to court.

Exempt team members will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Witness Duty

If you receive a subpoena to appear in court, please notify your Manager/Supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Unless otherwise required by federal, state, or local law, time spent on witness duty will be unpaid for non-exempt team members.

Exempt team members will continue to receive their regular salary for any week in which they perform any work while on witness duty, pursuant to state and federal law.

Voting

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your Manager/Supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Military Leave of Absence

Team members who require time off from work to fulfill military duties will be treated in accordance

with applicable requirements of state and federal laws. You are expected to notify the Company in advance of upcoming military duty by providing your Manager/Supervisor with verbal or written notice as soon as possible.

You may choose to use any accrued vacation time, if available, for an absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Military Spouse Leave of Absence

In addition, if your spouse or registered domestic partner qualifies as military personnel, and you work an average of twenty (20) hours per week for the Company, you may take up to ten (10) days of unpaid leave during the time your military spouse or registered domestic partner is home on leave during a period of military deployment.

You may choose to use any accrued vacation time, if available, for an absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Emergency Rescue Personnel

To the extent required by law, team members who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel (Emergency Rescue Personnel") may receive unpaid leave to perform their duties in the case of an emergency. Such team members may also take a temporary, unpaid leave of absence, not to exceed a total of 14 days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you qualify as state-sponsored or requested Emergency Rescue Personnel, please alert your Manager/Supervisor so that your Manager/Supervisor may be aware of the fact that you may have to take time off under this policy. In the event that you need to take time off under this policy, please alert your Manager/Supervisor in writing as far in advance as possible. The team member must provide the Company with appropriate documentation evidencing the team member's performance of responsibilities under this policy upon returning to work.

The team member may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Victims of Felony Crimes

To the extent required by law, team members who are victims of certain, specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, team members who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving

a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, the team member must provide the Company in advance with a copy of the notice of the proceeding. If advance notice is not possible, the team member must provide the Company with appropriate documentation evidencing the team member's attendance at the judicial proceeding upon returning to work.

The team member may choose to use any accrued vacation, if available, for an absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Victims of Crimes or Abuse

You may be eligible for leave under this policy if you meet one of the following definitions of a victim: 1) you are a victim of stalking, domestic violence, or sexual assault, 2) you are a victim of a crime that caused physical injury or that caused mental injury and a threat to physical injury, or 3) your immediate family member is deceased as the direct result of any crime or public offense that would be punishable as a misdemeanor or felony if it had been committed in the State of California. "Immediate family member" for purposes of this policy includes, regardless of age, a child (biological, adopted or foster), stepchild, legal ward, a child of a domestic partner, a child to whom the team member stands in loco parentis, a person to whom the team member stood in loco parentis when the person was a minor, a parent (biological, adoptive, or foster), stepparent, legal guardian of a team member or a team member's spouse or domestic partner, or a person who stood in loco parentis when the team member or the team member's spouse or domestic partner was a minor child, a person to who the team member is legally married under the laws of any state, a domestic partner of a team member as registered under the law of any state or political subdivision, a sibling (biological, foster or adoptive), a stepsibling or a half-sibling.

Eligible team members may take unpaid time off to seek relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure their health, safety or welfare or that of their child.

Eligible team members who meet the definition of victim above may also be eligible to take time off to: 1) seek medical attention for injuries caused by any crime or public offense that would be punishable as a misdemeanor or felony if it had been committed in the State of California or abuse, 2) obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse, 3) obtain psychological counseling or mental health services related to an experience of crime or abuse; and 4) take safety planning or other action, such as relocation, to protect against future crime or abuse.

To be eligible for this leave, you must provide the Company with advance notice of your need for leave. If advance notice is not possible, you must provide the Company with the following certification within a reasonable amount of time after returning to work: (1) a police report showing that you meet the definition of a victim as set forth above (2) a court order protecting you from the perpetrator of the crime or abuse or other evidence from the court or prosecuting attorney that you appeared in court, 3) documentation from a medical professional, domestic violence or sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to receiving treatment or services for physical or mental injuries or abuse resulting in victimization from the crime or abuse, or (4) any other form of documentation that reasonably verifies that the crime or abuse occurred.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, team members who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the team member's safety while at work. If you require such an accommodation, please notify your Manager/Supervisor or the Human Resources Department. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. Team members are encouraged to request leave and accommodation under this policy without fear of retaliation.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

School Disciplinary Action Leave

Team members who are requested by their child's school to appear at the school in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Team members must provide reasonable advance notice that they have been requested to appear at the school where feasible.

The team member may choose to use any accrued vacation, if available, for an absence described above

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Unpaid Family School Partnership Leave

The Company encourages its team members to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Team members may also take such leave to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

The team member must personally notify their Manager/Supervisor and the Human Resources Department as soon as the team member learns of the need for a planned use of this leave. Team members will be denied time off if they do not provide their Manager/Supervisors with adequate notice. The Company may require verification of the school-related activity. Team members are requested to schedule activities such as parent/teacher conferences during non-work hours.

The team member may choose to use any accrued vacation, if available, for an absence described above

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Organ and Bone Marrow Donors

Team members who have been employed for at least ninety (90) days and who provide written verification to the Company that they are an organ or bone marrow donor are entitled to receive a paid job-protected leave of absence that may be taken in one or more periods in order to donate.

Eligible organ donors are entitled to a paid leave of absence not to exceed thirty (30) business days in any one-year period of time. Such team members may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Team members will be required to use up to two (2) weeks of their vacation for organ donor leave.

Eligible bone marrow donors are entitled to a paid leave of absence not to exceed five (5) business days in any one-year period. Team members will be required to use up to five (5) days of their vacation for bone marrow donor leave.

The one-year period is measured from the date the eligible team member's leave begins and will consist of twelve (12) consecutive months. Leave under this policy does not run concurrently with leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Pregnancy Disability Leave of Absence

Team members may take an unpaid leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). "For the purposes of leave under this policy, "four months" means the number of days the team member would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

Prior to the start of the pregnancy disability leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, the Company will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Team members granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Human Resources Department of your need for a reasonable accommodation as soon as reasonably possible.

You may choose to use any available accrued paid leave benefits for an otherwise unpaid absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Alcohol and/or Drug Rehabilitation Leave

The Company wishes to assist team members who recognize that they have a problem with alcohol and/or drugs that may interfere with their ability to perform their job in a satisfactory manner. Team members who have a problem with alcohol and/or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off. If a team member requests time off to participate in such a program, the Company will also make reasonable efforts to keep the fact that the team member enrolled in the program confidential.

You may choose to use any available vacation for an otherwise unpaid absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") provides eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

Team member Eligibility

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin; and
- Currently work at, report to, or receive assignments from a location where there are at least fifty (50) team members within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Reasons for Taking Leave

FMLA leave may be taken for the following reasons:

- Birth of a team member's child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to team members regardless of sex or gender.

- Placement of a child with a team member in connection with the adoption or foster care of the child by the team member (up to twelve (12) weeks). Such time is available to team members regardless of sex or gender.
- To care for an immediate family member (team member's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
- Because of a team member's serious health condition that makes the team member unable to perform the functions of the team member's position (up to twelve (12) weeks).
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details).
- To handle certain qualifying exigencies arising out of the fact that the team member's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, team members may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team member's job, or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible team member takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Using Leave

Eligible team members may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the team member or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible team members may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Team members who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. Intermittent leave is permitted in increments of at least one (1) hour.

Use of Paid Leave

Depending on the purpose of your leave request, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave.

Use of FMLA leave will not result in the loss of any medical benefits, provided the team member makes required premium payments while on leave. Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA leave. This paid disability leave runs concurrently with FMLA leave and may continue longer than the FMLA leave if permitted by the disability leave plan.

Maintenance of Health Benefits

The Company will maintain coverage under the Company's group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

Notice and Medical Certification

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) business days of the Company's request

to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.

- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

Employer Responsibilities

The Company will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from FMLA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return after FMLA Leave

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify the Human Resources Department. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment and Activity

While on a leave of absence, team members are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, a team member who has another job in addition to the team member's job with the Company may continue

working that job while on leave from the Company if medically able to do so, but such a team member may not seek and hold other employment to replace the team member's employment with the Company while on leave. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

A number of approved benefits and leaves of absence are provided to team members who are unable to perform the essential functions of their job. Since you must be disabled or temporarily incapacitated from your job to claim these benefits, the Company specifically prohibits a team member who is on any of these forms of leave from participating in any activity that would be precluded by their medical restrictions. This includes working for any secondary employer while on a leave of absence if the work to be performed would violate your medical restrictions. Violation of this policy may lead to disciplinary action up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Military-Related FMLA Leave

FMLA leave may also be available to eligible team members in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A "Covered Servicemember" is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible team member takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of "serious injury or illness" for current Servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of Military-Related FMLA Leave, the term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after

the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible team members to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "Covered Servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible team member requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the permanent disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, the team member must be a spouse, son, daughter, parent, or next of kin of the covered Servicemember. "Next of kin" means the nearest blood relative of the Servicemember, other than the Servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. The team member must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible team member may take up to 26 workweeks of Military Caregiver Leave to care for a covered Servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered Servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If a team member does not exhaust their 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible team member may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same covered Servicemember.

A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible team member may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA- qualifying reason (i.e., birth or adoption of a child, serious health condition of the team member or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible team member may take up to 16 weeks of FMLA leave to care for a covered Servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

A team member seeking Military Caregiver Leave may be required to provide appropriate certification from the team member and/or covered Servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding team member eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible team members may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the team member’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). The maximum amount of “Qualifying Exigency Leave” a team member may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA- qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The team member must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under the order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event

related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.

- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the team member, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible team members may take up to five of days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence below for more details.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- **Mutually agreed leave.** Other events that arise from the close family member's call or order to active duty, provided that the Company and the team member agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

A team member seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the team member's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

California Family Rights Act

The California Family Rights Act ("CFRA") provides eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible team member may use is twelve (12) weeks within a twelve (12) month period.

In most circumstances, the Company anticipates that CFRA leave will run concurrently with leave under the federal Family and Medical Leave Act (“FMLA”). In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks in a twelve (12) month period. However, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:

- CFRA leave for birth of a team member’s registered domestic partner’s child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with a team member’s registered domestic partner.
- CFRA leave to care for a team member’s registered domestic partner, registered domestic partner’s child, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the team member is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

Team member Eligibility

To be eligible for CFRA leave, you must:

- Have worked at least twelve (12) months for the Company; and
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin.

Reasons for Taking Leave

CFRA leave may be taken for the following reasons:

- Birth of a team member’s child, including time for bonding with the child after birth. Such time is available to team members regardless of sex or gender.
- Placement of a child with a team member or a team member’s registered domestic partner in connection with the adoption or foster care of the child by the team member. Such time is available to team members regardless of sex or gender.
- To care for a team member’s spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- Because of a team member’s own serious health condition that makes the team member unable to perform the functions of the team member’s position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).

- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of a team member's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.

A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the team member stands in loco parentis, regardless of age.

A "parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the team member when the team member was a child.

A "parent-in-law" means the parent of a spouse or registered domestic partner.

A "sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A "designated person" means any individual related by blood or whose association with the team member is the equivalent of a family relationship. Team members will be limited to identifying one (1) designated person per twelve (12)-month period.

A "qualifying exigency" related to the covered active duty or call to covered active duty of a team member's spouse, domestic partner, child, or parent ("military member") means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from the Human Resources Department. These exigencies include:

- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the team member, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible team members may take up to fifteen (15) days of leave for each instance of rest and recuperation.

- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member's active duty status.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of such birth or placement.

Using Leave

Eligible team members may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the team member or to care for a covered family member. Eligible team members may also take intermittent or reduced-schedule leave for military qualifying exigencies. Team members who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. For the birth of or care for a newly-born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

Use of Paid Leave

Depending on the reason for your leave, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If the Company does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the reason for your leave, an eligible team member may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of their CFRA leave. This paid disability leave runs concurrently with CFRA leave and may continue longer than the CFRA leave, if permitted by the disability leave plan.

Maintenance of Health Benefits

The Company will maintain coverage under the Company's group health plan during your CFRA leave, on the same terms and conditions as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you or your family during your leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

Notice and Medical Certification

In order to qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least thirty (30) days) if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave, in compliance with the Company's standard call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within fifteen (15) business days of the Company's request (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.
- Appropriate documentation, within fifteen (15) business days of the Company's request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the team member's relationship to the military member.
- Periodic reports as required by the Company during the leave regarding your status and intent to return to work.
- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

Employer Responsibilities

The Company will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from CFRA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return after CFRA Leave

If you fail to return to work as scheduled or fail to contact the Company after your CFRA leave expires, you will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify the Human Resources Department. If the Company becomes aware of

the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, team members are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, a team member who has another job in addition to the team member's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such a team member may not seek and hold other employment to replace the team member's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Civil Air Patrol Leave

The Company will provide eligible team members who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

To be eligible, team members must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave.

Team members are expected to notify the Company of the need for Civil Air Patrol Leave by providing their Manager/Supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore team members who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, team member benefits, pay and other terms and conditions of employment.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Non-FMLA Medical Leave

The policy of the Company is to consider a team member's request for an unpaid medical leave of absence where the leave does not qualify for protection under the Family Medical Leave Act (FMLA) due to the team member not having worked for the Company for one year.

A team member who is in their first year of employment may request a leave of absence for the following reasons:

1. The birth of a team member's child and to bond or care for such child, or placement for adoption

- or foster care of a child;
- 2. To care for an immediate family member (spouse, domestic partner, child under 18 years old, or child 18 and over that is incapable of self-care, or parent) with a serious health condition;
- 3. Because of a serious health condition which renders the team member unable to work;
- 4. Care for a Covered Service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military Caregiver FMLA Leave for more details);
- 5. Because of any qualifying exigency arising out of the fact that the team member's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("active duty leave").

This leave will be considered for team members that need to be out of work for three (3) consecutive days or more due to their qualifying medical event. Team members may take leave up to six (6) weeks within their first 12 months of service at Fortrex. Intermittent leave under this policy is not permitted unless such leave has been approved as a reasonable disability related accommodation pursuant to the Americans with Disabilities Act Amendment Act of 2008 ("ADAAA"). Requests for disability-related accommodations should be made to the Human Resources Department.

The team member is expected to provide at least 30 days' notice when requesting leave. When a team member becomes aware of a need for leave less than 30 days in advance, the team member must provide notice of the need for the leave either the same day, the next business day, or as soon as reasonably practicable. Leave requests that are not submitted according to policy and as soon as practicable will be denied.

The Company will require certification for the team member's serious health condition. Human Resources will receive all medical certifications. The team member must respond to the request for certification within 15 business days of the notice of eligibility. Failure to comply with the above-mentioned requirements will result in denial of leave or reinstatement from leave, in which case the team member's leave of absence would be unauthorized, subjecting the team member to discipline up to and including employment termination.

If an incomplete medical certification is received, Human Resources will provide the team member with the opportunity to either have the health care provider correct the certification or provide a written release for Human Resources to contact the health care provider directly. The team member will have seven (7) calendar days to resolve any deficiencies in the medical certification. If, after seven (7) calendar days the identified deficiencies have not been resolved, the request for leave will be denied.

Team members who take a non-FMLA medical leave do not have job restoration rights. However, the Company will generally reinstate the team member to the same open position or an open position with equivalent status, pay, benefits and other employment terms upon the team member's return before or at the end of the approved leave period. In the event the Company will not be able to restore the team member, the team member will receive written notice from Human Resources.

Team members are expected to be able to return to work by the end of their approved leave. Prior to returning from leave for a personal health condition, the team member must secure a release from his or her healthcare provider confirming the release to return to work to perform regular duties or set forth any restrictions.

If a team member on leave for personal medical reasons is released to return to work sooner than

the expected return date listed on the Leave Request, the team member must notify their Manager/Supervisor within two (2) business days of receiving the release.

If the team member is released to return to work with restrictions, Human Resources will determine whether the restriction can be reasonably accommodated. Medical restrictions are those that prevent the team member from performing his or her regular duties at the end of the approved leave due to a continuing medical condition.

If the team member is not medically released to return to work at the end of his or her leave and the team member has not been granted any additional leave, employment ends as "unable to return from leave" effective the last day of the approved leave, unless a continuation of leave has been granted as an accommodation under the ADAAA, or for other reasons.

Any team member who fails to return to work as scheduled after leave may be subject to dismissal from employment. Team members who exceed their leave without extension(s) of their leave approved under appropriate leave provisions, may be subject to termination of employment pursuant to the Attendance Policy.

Reproductive Loss Leave

Eligible team members may receive up to five (5) days of unpaid reproductive loss leave following a reproductive loss event. A reproductive loss event means the day, or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Eligible team members who experience more than one reproductive loss event will be limited to twenty (20) unpaid days off within a rolling 12-month period.

Team Member Eligibility

To be eligible, team members must have been employed with the Company for at least thirty (30) days immediately preceding the commencement of leave.

Definitions

"Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

"Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

"Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

"Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

“Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation.

“Assisted reproduction” does not include any pregnancy achieved through sexual intercourse.

Using Leave

Team members who experience a reproductive loss event while at work will be unpaid for the remainder of the scheduled hours that day. Eligible team members may take leave in a single block of time or intermittently within three (3) months of the reproductive loss event. However, if, prior to or immediately following a reproductive loss event, a team member is on or chooses to go on pregnancy disability leave, leave under the California Family Rights Act, or any other leave entitlement under state or federal law, the team member may complete their reproductive loss leave within three (3) months of the end date of the other leave.

All time off in connection with a reproductive loss event, as defined above, should be scheduled with your Manager/Supervisor. The Company will make reasonable efforts to safeguard the team member’s privacy with respect to a request for reproductive loss leave. Team members are encouraged to request leave under this policy without fear of retaliation.

Use of Paid Leave

You may choose to use any available accrued paid benefits, if available, for an absence described above.

Team members who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Team Member Rights in Emergencies

Team members are permitted to leave work or refuse to report to work during an “emergency condition.” An “emergency condition” is defined to mean (i) conditions of disaster or peril caused by natural forces or a criminal act, or (ii) an order to evacuate a workplace, worksite, a team member’s home, or the school of a team member’s child. Notably, an “emergency condition” does not include a health pandemic.

Team members must provide advance notice of the emergency condition requiring them to leave or refuse to report to the workplace or worksite. If advance notice is not feasible, team members must provide notice as soon as possible.

The Company will not take any adverse action against team members for refusing to report to, or leaving, a workplace or worksite within the affected area if the team member has a reasonable belief that the workplace or worksite is unsafe. Furthermore, the Company will not prevent team members from accessing their mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

Public Health Emergency Leave – San Francisco

In addition to the paid time off, including paid sick leave under the San Francisco Paid Sick Leave Ordinance and in compliance with the San Francisco Public Health Emergency Leave Ordinance (PHELO),

the Company will provide each covered team member with Public Health Emergency Leave. Team members may be eligible for up to eighty (80) hours of paid Public Health Emergency Leave based on their work schedule.

Team members may use this leave when they are unable to work or telework due to the following:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which a team member or a family member the team member is caring for resides) related to the Public Health Emergency.
- The team member, or a family member the team member is caring for, has been advised by a healthcare provider to isolate or quarantine.
- The team member, or a family member the team member is caring for, is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the Public Health Emergency.
- The team member is caring for a family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the Public Health Emergency.
- An Air Quality Emergency, if the team member is a member of a Vulnerable Population and primarily works outdoors.

For the purposes of this leave, a team member's family member includes any person for whom a team member may use paid sick leave to provide care. Additionally, for the purposes of this policy, vulnerable population means a person who has been diagnosed with heart or lung disease; has respiratory problems, including but not limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnancy; or is age sixty (60) or older.

Team members may use Public Health Emergency Leave in increments of more than one (1) hour. Team members will not be entitled to more than eighty (80) hours of Public Health Emergency Leave per calendar year. The Company reserves the right to require supporting medical documentation from a healthcare provider or other documentation to confirm a team member's status as a member of a Vulnerable Population.

Unused time under this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused Public Emergency Leave time under this policy reinstated.

Team members requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where the need for Public Health Emergency Leave is unforeseeable, team members must provide notice as soon as practicable. Team members are encouraged to request leave under this policy without fear of retaliation.

For more information regarding this policy, contact the Human Resources Department.

Seating

The Company provides suitable seating when the nature of a team member's work reasonably permits. If you feel you need seating at your workstation or feel your seating is inadequate, please inform your Manager/Supervisor or the Human Resources Department.

III. WHAT WE EXPECT OF YOU

Company Policies

This section discusses your responsibilities to the Company as a team member. Please thoroughly familiarize yourself with these policies and apply them in your work.

Violation of any of the basic rules below, the policies in this handbook, or any other policy of the Company or misconduct on your part may lead to disciplinary action, up to and including termination. This list is not all inclusive and there may be other circumstances for which team members may be disciplined, up to and including termination. If you have any questions about what we expect of you as one of our team members, please discuss them with your Manager/Supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

Progressive Discipline Process

The following steps are minimum disciplinary actions for minor violations within a twelve (12) month period, starting from the date of the first disciplinary action. Should the violation be considered severe, the following steps could be combined or accelerated up to and including termination.

First Violation:	Written warning
Second Violation:	Written warning + meeting with Manager
Third Violation:	Written warning and three (3) day suspension without pay
Fourth Violation:	Termination

Each written warning will include dates of any other violations within a previous twelve (12) month period. Progressive disciplines can combine violations of any type to lead up to and including termination. Given the severity of the violation, final written warnings may be given without previous disciplinary action. Any further disciplinary action within the 24 months after receiving the final written warning are grounds for termination. Nothing in this handbook creates an obligation to follow any particular disciplinary procedure. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on particular facts of each situation. This policy does not alter the employment at-will relationship.

Basic Work Rules

The Company has certain policies and rules to govern the conduct and performance of our team members. Our most important rule is to use “good sense” at all times. We have also established some other basic work rules that should not be violated. The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company or misconduct on your part may lead to disciplinary action, up to and including termination. None of these rules are meant to interfere with a team member’s Section 7 rights under the NLRA.

Company Premises: Subject to any legal rights you may have to the contrary, you are allowed on the Company or its customers’ premises only during your scheduled work hours.

Conflict of Interest: We prohibit team members from engaging in any other business that competes with the Company while they are employed with Fortrex. If you think that you may have such a conflict, you must notify your Manager/Supervisor immediately.

Damage to Property: We have made a tremendous investment in our equipment to better serve our customers and to make your job easier. Deliberate, reckless, or careless damage to the Company's property or our customers' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.

Fighting, Threats, or Weapons: We do not allow fighting or violent words or conduct, or any other actions that could physically injure a customer, fellow team member, or member of the public, regardless of where such words or actions occur. The Company prohibits team members from bringing firearms, ammunition, explosives, or other weapons of any kind into any plant or Company vehicle.

Fraud, Dishonesty or False Statements: No team member or applicant may falsify or make any misrepresentations of fact on or about any customer documents, employment applications, resume, document establishing identity or work status, medical record (including, but not limited to doctor's notes, excuses, etc.), insurance form, invoice, paperwork, time record, leave request, investigative questionnaire, workplace injury report, or any other Company document. If you observe or are aware of such a violation, please report it to your Manager/Supervisor or the Human Resources Department immediately.

Gambling: Team members may not engage in any form of gambling on the Company premises or on Company time.

Gifts or Gratuities: No team member may solicit or receive favors, gifts, loans or other benefits (including services, discounts, or material goods) from any supplier, customer, or competitor. The only exception to this policy is casual entertainment or gifts (other than money) of nominal value (no more than \$25) which are customarily offered to others having a similar relationship with the supplier, customer, or competitor. Company team members and non-team member directors should exercise good judgment in deciding whether to accept a gift of nominal value or casual entertainment and, if there is any doubt, should decline to accept the offer.

Harassment: Our Policy Against Unlawful Harassment, Discrimination, and Retaliation, which we have set forth in detail in this Handbook, strictly prohibits harassment based on race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability, reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other category protected by applicable federal, state, or local law.

Injuries and Accidents: Every injury, no matter how slight, must be immediately reported to your Manager/Supervisor for first aid treatment, medical care, and/or reporting paperwork completion. We may require that you present a doctor's release before returning to work. For more information, see the First Aid and Accident/Serious Accident Reporting Procedures attached at the end of this Team Member Handbook as Appendix A.

Leaving Early and Returning Late: Leaving early or returning late from meal or rest periods is prohibited unless otherwise approved by your Manager/Supervisor. Leaving your work assignment before quitting time to change clothes or make preparations to leave before the end of your scheduled shift is also prohibited.

Misuse of Property: Team members may not misuse or use without authorization any equipment, vehicle, or other property of customers, vendors, other team members, or the Company. Team members are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

Poor Performance: We expect all team members to make every effort to learn their job and to perform at a satisfactory level. This includes following through on the reasonable, job-related instructions and requests of your Manager/Supervisor. Team members who consistently fail to maintain a satisfactory level of performance are subject to disciplinary action, up to and including immediate termination.

Solicitation or Distribution: In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non-working time would be lunch or break and a non-working area would be the break room. Similarly, non-team members may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

This section of the Handbook is not meant to be construed nor shall it be construed to unlawfully restrict team members' rights guaranteed by Section 7 of the National Labor Relations Act.

Substance Abuse: We will not tolerate substance abuse. Team members who test positive for the presence of illegal or abused drugs or alcohol are subject to disciplinary action, up to and including immediate termination. Please see our Alcohol and Drug Policy for further details.

Tobacco Free Workplace: Any team member caught using tobacco on the Company property that is not in a designated area will be subject to disciplinary action, up to and including termination.

Because smoking and the use of tobacco products is considered to be a health hazard in the workplace, we prohibit the use of all tobacco and related products, including e- cigarettes, in all of our and our clients' buildings and facilities. Team members who wish to smoke or use these products may do so in designated areas outside the buildings and away from all public entrances. We do not have "smoke breaks" and team members must not let smoking or their use of tobacco and related products interfere with their work.

Unlawful Activity: Team members should not engage in any unlawful or unethical activity, including, but not limited to activity either on Company property, a job site, or off the job, since such activity can adversely affect the Company.

Unsafe Work Practices: We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and

practical jokes can cause accidents and injuries and, therefore, are prohibited.

This list is not all inclusive and there may be other circumstances for which team members may be disciplined (including the Specific Work Rules set forth below), up to and including termination. If you have any questions about these basic rules, or what we expect of you as one of our team members, please discuss them with your Manager/Supervisor or the Human Resources Department.

Nothing in these Basic Work Rules or handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act.

Specific Work Rules

Absenteeism and Tardiness

All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Rarely is tardiness excusable. If a team member must be late, the team member must make every effort to phone in and advise their Manager/Supervisor that they will be late. Tardiness records become a part of their permanent record and are considered when evaluations are made for promotion.

A person is employed because the Company needs that team member. When a team member is absent, the absence disrupts the work in the team member's department. Therefore, absence from work will not be expected or permitted under circumstances that can reasonably be avoided.

We expect excellent attendance from each of you. Absenteeism or tardiness can result in disciplinary action, up to and including termination, unless otherwise prohibited by the law. Absences are excessive if you are frequently absent, or if you have a pattern of absences. Absences immediately before or after holidays and weekends are suspect.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. Regardless of their reasons for absence, team members should always notify their Manager/Supervisor no later than thirty (30) minutes prior to the start of their shift that they will be absent. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, team members are expected to notify their Manager/Supervisor as soon as possible or practicable. If team members are unable to call themselves, they are responsible for having someone do so for them and:

1. Always give the reason for their absence.
2. Notify their Manager/Supervisor when they expect to return.

Team members are responsible for notifying their Manager/Supervisor as soon as it is possible to do so. In addition, they should contact their Manager/Supervisor each day they are absent unless other arrangements are made. Team members should use the phone number provided to them by their direct Manager/Supervisor to report absences. In the event that you are not provided a phone number or cannot locate it, please report absences to your Manager/Supervisor.

If a team member is unable to contact their Manager/Supervisor, they should then contact their Manager/Supervisor's manager. Telling another team member that they are absent is not proper notification of absence.

General rules concerning excused and unexcused absences are:

Excused Absences – An excused absence would include but is not limited to use of paid sick leave, scheduled vacations, pre-approved personal day, death of a family member, jury duty, military assignment, FMLA leave, or any leave required by federal or state law.

When an unexcused absence is due to illness, the Company may require appropriate medical documentation in accordance with federal, state, and local law. A valid doctor's note must include the following information: 1) date of the visit; 2) estimated time off; 3) valid reason for time off; 4) any follow up appointment times; 5) doctor's signature and date. If the note does not contain the above information, the absence will be considered unexcused until a corrected doctor's note is received.

Unexcused Absences – An unexcused absence is any absence that is not due to the above excused absences.

Excessive Absenteeism – When a team member has twenty (20) or more excused absences in a previous twelve (12) month period, it is considered excessive and will be grounds for termination. Approved leaves of absence will not be considered (e.g., paid sick leave, FMLA, ADAAA, Workers' Compensation, or any other protected leaves of absence).

Absences in the Introductory Period – If a team member obtains five (5) or more excused absences in their introductory period, it is considered excessive and will be grounds for termination unless reasonable accommodations are appropriate under the ADAAA or if the team member is on Workers' Compensation leave. The Company will engage in the interactive process and consider reasonable accommodations for team members who may have a disability during the introductory period. Unexcused absences will follow the Company's normal progressive disciplinary process.

Disciplinary Action – When a team member has an unexcused absence or is tardy the following progressive disciplinary action will be taken. The point at which a tardy becomes an absence is based on sanitation schedule and determined by plant management. All violations occurring in the 12 month period immediately preceding the most recent unexcused absence or tardy are considered.

1 st tardy:	Verbal Written Warning
1st unexcused absence (2nd tardy):	Written Warning
2nd unexcused absence (3rd tardy):	Written Warning and meeting with the Manager
3rd unexcused absence (4th tardy):	Written Warning, three (3) working days suspension without pay, and meeting with Manager.
4th unexcused absence (5th tardy):	Termination

Any of the above disciplinary actions will be documented by a written report and entered into the team member's personnel file. A team member who is absent for three (3) consecutive days without notifying their Manager/Supervisor will be considered to have voluntarily abandoned their job and may be terminated.

Alcohol And Drug Policy

All team members are prohibited from manufacturing, cultivating, distributing, dispensing,

possessing or using illegal drugs and cannabis or THC-containing products (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on the Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises (including while operating a Company vehicle or while on the property of a customer of the Company). Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription, other than cannabis or THC-containing products. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of a team member's assigned duties.

While working or on the Company's premises, team members are also prohibited from (a) having any such illegal drugs or unauthorized, mind-altering, or intoxicating substances in their system, (b) having excessive amounts of otherwise lawful controlled substances in their systems, or (c) being impaired by cannabis or THC-containing products. Nothing in this policy prohibits the lawful use of cannabis or THC-containing products when a team member is not working and not on Company property so long as a team member is not impaired by psychoactive THC when reporting to work.

All team members are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with a team member's ability to perform the essential functions of his/her job. From time to time, the Company may host events where alcohol is served. During these authorized Company events, team members are permitted to engage in moderate consumption of alcohol that is served. Team members are expected to exercise good personal judgement concerning alcohol consumption and must not over-indulge.

Prescription Drugs

With the exception of medically prescribed cannabis products or THC-containing products, the proper use of medication prescribed by your physician is not prohibited when working, however, we do prohibit the misuse of prescribed medication. Team members' prescription medication use may affect their job performance, such as by causing dizziness or drowsiness. Team members are required to disclose any medication that may cause a risk of harm to themselves or to others in performing their job duties. It is the team member's responsibility to determine from their physician whether a prescribed drug may impair job performance.

Any prescription medication brought onto Company or customer property or taken aboard Company vehicles must be retained in its original container labeled with the names of the team member and the prescribing physician. No team member may take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

Notification of Impairment

Each team member who observes or has knowledge of another team member in a condition which impairs the team member in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their Manager/Supervisor or another member of management.

Who is Tested

Team members may be required to submit to drug or alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, team members in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

Additionally, some of our clients require a pre-employment drug test. If a team member transfers from one Company plant to another Company plant that requires pre-employment drug screens, the team member will be required to do a pre-employment drug screen prior to commencing work with the new Company plant. If the results are negative, you will be allowed to start working once all required documents related to your transfer are received. If the results are positive, you will be sent to a clinic for a second test. While waiting for the results, you will be suspended without pay. If the results of the second test are also positive, you will be terminated. If the results of the second test are negative, you will be allowed to start working and will be paid back pay for the days you missed work while the results of the second test were pending.

Enforcement Policy

In order to enforce this policy and procedures, the Company may investigate potential violations and require team members to undergo drug or alcohol screening, including urinalysis, saliva tests, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, team members' clothes, desks, workstations, lockers, and personal and Company vehicles.

What Happens When a Team Member Tests Positive for Prohibited Substances

A positive drug test at the plant requires an immediate second test at an approved medical laboratory. The Company will pay for the test and the team member will be suspended pending the outcome. This is an unpaid suspension unless the second test is negative, in which case the team member is provided back pay for the time spent on unpaid suspension.

You will be given 24 hours to take the second test at the clinic. If you have not tested at a clinic within 24 hours, you will be terminated. Any team member that comes to work under the influence of prohibited substances as detailed in this policy is subject to immediate termination.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment. Violations include but are not limited to the following:

- Refusing to cooperate with searches or investigations;
- Failing to execute testing consent forms when required by the Company;

- Refusing to submit to testing or not showing up for a scheduled test;
- Tampering with any testing sample;
- Testing positive for illegal drugs or unauthorized, mind-altering, or intoxicating substances;
- Testing positive for excessive amounts of otherwise lawful controlled substances; and
- Testing positive for psychoactive THC and the Company believes you are impaired.

Basic Workplace Safety & Discipline

Life Saving Safety Rules – Non-Negotiable – Immediate Termination

Fortrex created Life Saving Safety Rules expectations to address violations that could lead to a catastrophic, life-changing injury or death. Any conscious, intentional, negligent, or reckless violation of the following including directing a team member to violate a Life Saving Rule, will result in immediate termination:

- LOTO
- Supervisor Control
- Fall Protection
- Safety Training (putting a team member on the floor without providing and documenting core safety training)
- Prohibition of Minors

Discipline Process for SIF Contributors

SIF Contributors were chosen for more significant discipline because failing to follow these rules could result in serious physical injury. Failure to comply with the safety points identified below will result in the following disciplinary steps:

- First Violation: 5-day unpaid suspension + final written warning
- Second Violation: Termination of employment
- The SIF Contributors are listed below:
- Failure to follow the approved blender policies.
- Salaried team members and In Plant Safety Representatives who fail to properly report an incident or accident right away or as soon as the team member becomes aware of the injury or illness, as outlined in the policy for reporting injuries and illnesses section of this handbook.
 - Team members not categorized in one of the above positions who fail to properly report an incident or accident right away or as soon as the team member becomes aware of the injury or illness, as outlined in the policy for reporting injuries and illnesses section of this handbook, will follow the progressive discipline process for safety violations.

Progressive Discipline for Safety Violations

The following steps are the minimum disciplinary actions for safety violations excluding Life Saving Safety Rules and SIF Contributors violations within a twelve (12) month period, starting from the date of the first disciplinary action. Should the violation be considered severe despite not explicitly falling under the Life Saving Safety Rules and SIF Contributors violations, the following steps could be combined or accelerated up to and including dismissal.

- First Violation: Documented verbal warning
- Second Violation: Written warning
- Third Violation: Written warning with 3-day unpaid suspension
- Fourth Violation: Dismissal

Each written warning will include dates of any other violations within a previous twelve (12) month period. Progressive disciplines can be combined with any Team Member or Safety Handbook violation(s) of any type leading up to and including termination.

For a full understanding of basic workplace safety and discipline, please refer to the Company's Injury/Illness Prevention Program Handbook.

Bulletin and Message Boards

The Company may maintain a bulletin board(s), message board(s), or internal webpage as a source of information for team members. Any such resource is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all team members. No information may be placed on these resources without the prior approval of the Human Resources Department.

Mobile and Electronic Devices

Excessive use of personal mobile or electronic devices during the workday can interfere with team member productivity and be distracting to others. Team members are therefore prohibited from using mobile or electronic devices for personal, non-work related purposes during working hours except in an emergency. Team members should ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention.

Team members may not use a mobile or electronic device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of personal mobile or electronic devices brought into the workplace.

Personal Use of Company-Provided Mobile Devices

The Company may issue a Company-owned mobile device to a team member for work-related

communications. These devices should be used in accordance with this policy. Team members will be held responsible for any charges incurred for a team member's personal or unauthorized use of any Company-provided mobile devices.

Recording Devices

Team members are prohibited from taking photographs or making audio or video recordings of our customers or their fellow team members, and any proprietary Company or customer processes or procedures, at any time. Team members are also prohibited from taking photographs or copying for their own use confidential business documents of the Company or any of its customers not related to team member wages or working conditions at any time.

Safety Issues for Mobile Devices While Driving

Team members are required to refrain from using mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Team members are not permitted to use any mobile device to write, send, or read text-based messages while driving. If a team member needs to make a phone call while driving, the team member must pull over to the side of the road and safely stop the vehicle before using any mobile device or use a hands-free device. However, under no circumstances may a team member while driving, place themselves or anyone else at risk to communicate via mobile devices.

Team members who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Team members who violate this policy will be subject to disciplinary action, up to and including termination.

Special Responsibilities for Managerial Staff

As with any policy, management team members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind team members of their responsibilities in complying with this policy.

Reimbursement

Unless expressly authorized by the Company, using a personal mobile device for work is not a necessary part of the job and is strictly prohibited. The Company provides mobile devices for team members who are required to use mobile devices for business. If you feel that your job duties require use of a mobile device, please seek authorization from a Manager/Supervisor prior to using your personal mobile device for work. To the extent possible, team members should conduct Company business by using Company-provided phones rather than by their personal mobile device.

The Company reimburses team members for business expenses reasonably incurred in performing their duties, including team members' mandatory use of their personal mobile device in accordance with applicable state law. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact the Human Resources Department.

Reimbursement for any expense will only be made upon the team member's timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the team member's responsibility to seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

Information Technology

The following policy governs the use of all Company-owned information technology ("IT") including computers, databases, email and voice mail systems, and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company IT." Personal computers or devices may not be used to conduct Company business.

The Company invests in information technology to facilitate the business of the Company. These tools are intended to assist team members with the execution of their job duties and must not be abused. Team members should not use or access Company IT in any manner that is contrary to this policy.

Company Property

All Company IT is the Company's property. All information that is temporarily or permanently stored, transmitted or received with the aid of Company IT remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company IT may not be used in any manner that violates this policy.

Upon termination of employment, team members are prohibited from removing any software, documents, or data from Company IT and must completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating team member will provide proof that such data has been removed from all personal computers used for Company business.

Prohibited Use Under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of Company IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Team members may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Team members may not use Company IT in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, team members may not

transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Team members are also prohibited from communicating threatening or harassing statements to another team member, or to a vendor, customer, or other outside party.

- Team members may not use Company IT in any manner that violates the Company's Team member Conduct policies.
- Team members may not use Company IT in any manner that violates the Protection of the Company's Trade Secrets and Confidential Information policy.
- Unless jointly issued a Company device by IT, team members may not use or allow another individual to use Company IT issued to them for any purpose.
- Team members may not use or allow another individual to use Company IT for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Team members must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Team members may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through Company IT, email, or the Internet without prior authorization.
- Team members may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games utilizing Company IT.
- Team members may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through Company IT.

Prohibited Use During Working Time

The following conduct is prohibited during a team member's working time, which excludes time spent on a team member's meal or rest break, or before or after a team member's shift:

- Team members may not solicit personal business opportunities or conduct personal advertising through Company IT.
- Team members may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, messaging services social media, or similar platforms, unless such activity is necessary for business purposes.

Unsolicited Email

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system. You may not use Company IT to transmit unsolicited commercial email:

- Promote the Company's business, goods, products, and services without prior authorization.
- Promote your own personal business, goods, products, and services.
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside the Company without opening it.

Monitoring

Team members should expect that all information created, transmitted, downloaded, received, or stored in Company IT may be accessed by the Company at any time without prior notice. Team members should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Team members must provide all passwords and access codes for Company computers or personal computers used for Company business to the IT Manager. Changing passwords or creating new passwords without notifying the IT Manager is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and mobile devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

System Integrity

Because outside storage devices may compromise Company IT, team members are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from the IT Manager, and (2) scanning the data for viruses or malware. Any team member who introduces a virus or malware into the Company's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Company IT.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. Team members who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Team members who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

Fax Machines, Copiers, and Scanners

Any non-business use of the Company's fax machines, copiers, and/or scanners must be approved by management. Team members are prohibited from using these machines for the purpose of scanning, transmitting, receiving, or copying materials which may be deemed offensive or insulting or in violation of the Company's policy against unlawful harassment. Any team member who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to the Human Resources Department.

Social Media Policy

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company in the United States.

Social Media Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site including, but not limited to, Facebook ("Meta") Google+, Twitter ("X"), LinkedIn, Tumblr, Instagram, Reddit, and Snapchat, web bulletin boards or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow team members or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination. Company brands, logos, service marks, trademarks, or any other intellectual property may not be used in commerce without the written consent of the CEO.

Know and follow the rules

Team members engaging in use of social media remain subject to the Company's policies and procedures regarding: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company IT.

Team members are prohibited from the following:

- Disclosing on social media the Company's or any third party's Trade Secrets/Confidential Information (as defined above).

- Using social media to post or to display comments that constitute a violation of the Company's Policy Against Unlawful Harassment, Discrimination, and Retaliation or are otherwise physically threatening.
- Using social media to post or display content that is an intentional public attack on the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any team member concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about the Company or its products, unless authorized and approved by the Company.
- Using social media for non-work-related purposes while on working time, unless authorized and approved by the Company.
- Live streaming or posting a photograph or video of a vendor, supplier, or customer on social media without that individual's express permission.
- Misrepresenting on social media a team member's title or position with the Company.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your Manager/Supervisor or the Human Resources Department.

Team members may not use Company-owned equipment, including Company information technology, Company-licensed software, or other electronic equipment, or facilities or Company time, to conduct personal blogging or social networking activities.

Team members should know that the Company has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Team members should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Carefully read these guidelines, the Policy Against Unlawful Harassment, Discrimination and Retaliation, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

Be aware

Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, team members or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow team members, customers, suppliers, and people working on behalf of the Company.

Post appropriate content

- Respect financial disclosure laws. It is illegal to communicate or give a “tip” on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as a Company team member.
- Fortrex encourages team members to share Company posts on networking sites like LinkedIn to promote our services and products. However, this should be done respectfully and in accordance with the guidelines outlined in this policy.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a team member and make it clear that your views do not represent those of the Company, fellow team members, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using social media at work

Refrain from using social media while on work time or on equipment we provide unless it is work-related as authorized by your Manager/Supervisor or consistent with the Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Company prohibits taking negative action against any team member for reporting a possible deviation from this policy or for cooperating in an investigation. Any team member who retaliates against another team member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Unauthorized Interviews

Team members should not speak to the media on the Company's behalf without contacting the Human Resources Department. All media inquiries should be directed to the Marketing Department.

Social Media Account Ownership

The Fortrex Marketing team exclusively owns and manages Company social media accounts. No other accounts or pages should be created on behalf of the Company. Any unauthorized accounts or pages will be

promptly removed.

To the extent team members are authorized as part of their job duties to use social media account(s) to advance the Company's interests, the Company, not the team member, owns the account(s) and team members are required to return all logins and passwords for such accounts at the end of employment.

Company Supplies and Equipment

Team members may be issued supplies or other Company equipment. Team members are expected to use and maintain supplies and equipment in a safe and conservative manner. Team members are responsible for the general condition of Company equipment and issued supplies and should notify their Manager/Supervisor when any equipment is broken, damaged, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to team members or others. Any unauthorized or excessive use or misuse is grounds for disciplinary action, up to and including termination.

Company equipment may be expensive and difficult to replace. When using Company property at any time, or when using personal tools/equipment on Company time and/or the Company premises, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. The unauthorized, improper, careless, destructive, or unsafe use or operation of this equipment is grounds for disciplinary action up to and including termination.

On or before their last day of employment, terminating team members must return all PPE, property, files, records, documents, reports, proposals, client lists, and other information (reflecting the strategy, operations, or intellectual property of the Company or its affiliates) and any other items belonging to the Company or its affiliates. Any unreturned equipment/property received from the Company should be returned immediately upon termination.

Team members are expected to maintain the confidentiality of Company and client information even after employment has been terminated.

Device and Usage Policy

Policy Purpose

Electronic devices, such as smartphones and tablet computers, are important tools for the Company and are used to support us in achieving business goals.

These devices also represent a significant risk to information and data security. When the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the organization's data and IT infrastructure. This can subsequently lead to data leakage and system infection.

Fortrex has a requirement to protect its information assets in order to safeguard its customer's intellectual property and reputation. This document outlines a set of practices and requirements for the safe use of mobile devices.

Scope

Fortrex' Device and Usage Policy applies to all owners, managers, and team members (collectively referred to as "Team Members"). It also applies to all electronic devices that have access to corporate networks, data, and systems, whether owned by Fortrex or owned by the Team Member. Corporate IT managed laptops are safeguarded by Fortrex' internal IT security systems. Exemptions: Where there is a business need to be exempt from this policy (too costly, too complex, adversely impacting other business requirements), a risk assessment must be conducted and authorized by security management.

The Company will not be liable for the loss of personal mobile devices brought into the workplace.

Policy Guidelines

Technical Requirements

1. Devices must use the following Operating Systems: Android 2.2 or later, IOS 4.x or later, Windows 7 or later, or MAC IOS version.
2. Devices must store all user-saved passwords in an encrypted password store.
3. Devices must be configured with a secure password that complies with Fortrex' password policy. This password must not be the same as any other credentials used within the organization.

User Requirements

1. Users must only load data essential to their role onto their electronic device(s).
2. Users must report all lost or stolen devices to Fortrex IT immediately.
3. If a user suspects that unauthorized access to Company data has taken place via electronic device, the user must report the incident in alignment with Fortrex' incident handling process.
4. Devices must not have any software/firmware installed that is designed to gain access to functionality not intended to be exposed to the user.
5. Users must not load pirated software or illegal content onto their devices.
6. Applications must only be installed from official platform-owner approved sources. Installation of code from un-trusted sources is forbidden. If you are unsure if an application is from an approved source, contact Fortrex IT.
7. Devices must be kept up to date with manufacturer or network provided patches. As a minimum, patches should be checked weekly and applied at least once a month.
8. Devices must not be connected to a PC that does not comply with corporate policy, such as having up-to-date or enabled anti-malware protection.
9. Devices must be encrypted in line with Fortrex' compliance standards.
10. Users must be cautious about the merging of personal and work email accounts on their

devices. They must take particular care to ensure that Company data is only sent through the corporate email system. If a user suspects that Company data has been sent from a personal email account, either in body text or as an attachment, they must notify Fortrex IT immediately.

With the exception of those devices managed by IT, devices are not allowed to be connected directly to the internal corporate network.

Fortrex expects all Team Members to use all electronic devices in a sensible manner. Team Members who use smartphones, tablets, and mobile hotspots excessively during work hours may:

- Disturb colleagues
- Get distracted from their work
- Cause problems or accidents when they use their cell phones inside Company vehicles or in areas where phones are prohibited
- Create security issues by misusing personal devices or the Company's internet connection

Team Members are advised to:

1. Use personal and Company-issued devices for business purposes only.
2. Maintain Company-issued equipment in like-new condition.
3. Keep personal use to a minimum.
4. Turn off or silence any cell phones/devices when asked.
5. Talk, text, and use the internet on their personal cell phone or mobile device only a few minutes per day.

The Company reimburses Team Members for business expenses reasonably incurred in performing their duties, including Team Members' mandatory use of their personal mobile device. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact the Human Resources Department.

Team Members are not allowed to:

1. Play games, stream movies or videos, or watch television programs on their electronic devices (personal or Company-issued).
2. Use their device's camera or microphone to record confidential business information.
3. Use their device (personal or Company-issued) for any reason while driving a Company vehicle except through the use of hands-free voice command. Team Members who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions.
4. Disturb colleagues by speaking on their phone for personal reasons during work hours.

5. Download, upload, or view inappropriate, illegal, or obscene material on any device or over the business's internet connection.
6. Use Company IT in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, Team Members may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Team Members are also prohibited from communicating threatening or harassing statements to another Team Member, or to a vendor, customer, or other outside party.
7. Use or allow another individual to use Company IT for any purpose that is competitive to the Company. All such access and use is unauthorized.

Permissible activities

Fortrex Team Members are allowed to:

- Make business calls
- Check business-related messages
- Use productivity apps
- Make brief personal calls if there is an emergency. The call must be made away from the workspace of colleagues
- Use their phones and devices during breaks
- Use their phones and devices during the lunch hour
- Use their phone or device while in a parked vehicle

Disciplinary Consequences

Fortrex reserves the right to monitor Team Members for inappropriate and/or excessive use of cellular devices. If device usage results in a decline in productivity or interferes with normal business operations, management will suspend the Team Members' right to use a cellular device.

Violations of this policy may result in disciplinary action, up to and including termination. Team Members who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Team Members who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

Termination of Employment

Upon termination of employment, Team Members are required to return their Company owned devices on the last day of work. Fortrex reserves the right to remove any Company information or applications from personal devices during and after employment.

Company Relationships Policy

The Company has adopted this policy because of the potential problems posed by romantic or sexual relationships between team members. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company imposes the following restrictions on romantic or sexual relationships between team members:

1. A Manager/Supervisor must not engage in a romantic or sexual relationship with a subordinate team member under any circumstances.
2. If a Manager/Supervisor becomes involved in a romantic or sexual relationship with a non-subordinate non-management team member, the Manager/Supervisor must disclose the existence of such relationship immediately to the Human Resources Department. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All team members must avoid romantic or sexual relationships with other team members that create conflicts of interest, potential charges of sexual harassment, discord, or conflicts in the workplace.
4. All team members are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace.

Questions and clarifications will be addressed by the Human Resources Department or a representative in the Human Resources Department. Choosing not to disclose a romantic or sexual relationship to the Human Resource Department, if it exists, or compliance with the restrictions listed above will lead to disciplinary action, up to and including termination.

Conflict of Interest

Our policy forbids team members from engaging in any other business which competes with the Company. Company policy also forbids a team member from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of the Company, except with the knowledge and written consent of the CEO, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the CEO and obtain approval in writing.

Corporate Entry Cards

Each team member to whom a key and/or entry card is given is responsible for proper use of that

key and/or entry card. A lost or misplaced key and/or entry card must be reported immediately to your Manager/Supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your Manager/Supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to your Manager/Supervisor upon separation from the Company. Team members who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Damage to Property

Deliberate or careless damage to the Company's property, as well as damage to a co- worker', vendor's or customer's property will not be tolerated.

Employment of Relatives

The Company does not prohibit hiring relatives and will accept and consider applications for employment from relatives and family members such as parents, children, spouses, or in-laws. However, if unfair or preferential treatment is resulting from these relationships, team members or supervisors may be transferred. If another position is not available, employment may be terminated. Furthermore, any relationship on or off the job that affects our ability to run our business or the team member's ability to do their job is grounds for disciplinary action, up to and including termination, unless otherwise prohibited by state law.

Hazardous and Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your Manager/Supervisor before taking any action.

Housekeeping

Team members must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Team members will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your Manager/Supervisor. It is each team member's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift. Team members may not litter or discard personal items on the premises.

Meetings

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all Company meetings involving your department or which you have been asked to attend, unless excused by your Manager/Supervisor.

Off-Duty Social and Recreational Activities

During the year, the Company may sponsor social or recreational activities for its team members. Your attendance at these events is completely voluntary and not required as a condition of employment, and the time spent will not be considered time worked. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of a team member's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the team member's job duties.

Outside Employment

It is important that other employment does not interfere in any way with a team member's job with the Company. You should be careful that extra hours of work do not affect the performance of your job by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Human Resources Department or the CEO.

Personal Dress and Appearance

We expect all team members to use good judgment with respect to their dress and appearance and to present a neat and well-groomed appearance. We feel that these qualities go further than any other factor in making a favorable impression on the clients and your fellow workers.

Team members should dress and present themselves in a business-like manner that reflects professional standards. Flashy, ill-fitting, revealing, offensive, and other non-business-like and distracting clothing are unacceptable. Team members who are provided with Company uniforms must keep them in a neat and clean condition and must wear them at all times when on duty. Team members who report to work in unacceptable attire may be required to leave work and return in acceptable attire. Such time away from work will be without pay.

In order to ensure client confidence and overall safety in the workplace, different work areas may require more specific dress codes. Team members should see their Manager/Supervisor with any questions or clarification to the dress code policy. Team members are expected to observe the Company's personal dress and appearance policy at all times while at work.

The Company will not enforce this policy in violation of any federal, state, or local equal employment opportunity laws. The Company will provide reasonable accommodations to this policy for a team member's religious beliefs and practices, medical needs, or other protected reasons, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. For more information, please see the Reasonable Accommodations policy.

Personal Telephone Calls and Visits

We ask our team members to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your Manager/Supervisor unless your job duties include the routine making of long distance calls. Team members will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate

termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are prohibited. If you receive a non-business-related visit from a friend or relative, you must notify your Manager/Supervisor at the time of your guest's arrival and departure. Non-team members are strictly forbidden from entering unauthorized areas.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Human Resources Department.

You may review your own personnel file with the Human Resources Department present to answer any questions. Additionally, a Manager/Supervisor may review your personnel file if you have a current reporting relationship to that Manager/Supervisor or have been interviewed and are being considered for a position reporting to that Manager/Supervisor. Your personnel records are also subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Unless otherwise required by applicable law, within thirty (30) days of the team member's written request, or the written request of the team member's designated representative, the Company will either make personnel records available to the team member for inspection or provide a copy of the team member's personnel records to the team member or the team member's designated representative. The team member is responsible for the cost of copying the records.

Plant Visits

In order to maintain accurate records of team members present onsite, for safety and other job-related purposes, all team members, regardless of position within the Company must record their presence at the plant, whether working or visiting.

Fortrex utilizes biometric identifier technology software, a facial and/or iris recognition biometric timekeeping system which can verify the team member's identity, for this purpose.

All team members, whether exempt or non-exempt, who regularly report to work at the plant, should refer to Fortrex' "Timekeeping" policy above. All other team members must follow the procedures below when visiting the plant:

- (1) The first time a team member punches using the timekeeping system, they will go through a 1 ½ minute onscreen biometric training process.
- (2) Once the team member is enrolled, they can punch in using their ID number. The system utilizes the face and/or iris detection and verification algorithms to choose the best image to be submitted to the cloud-based timekeeping system.

Report any problems when punching in or out on the timekeeping system to the payroll department

immediately.

Failure to record your presence at the plant, whether working or visiting, may result in discipline, up to and including termination.

Protection of the Company's Trade Secrets and Confidential Information

In the course of their employment with the Company, team members may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to team members during their employment with the Company and/or team members have gained access to while employed by the Company and/or were developed by team members in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration team members provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them remains at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Team members are strictly prohibited, at all times during their employment with the Company, except with prior written approval of the Company's CEO, from forwarding from their Company email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to team member's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Drives account) any documents containing any Trade Secrets/Confidential Information. Team members are also strictly prohibited, at all times during their employment with the Company, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Team members must not leave any of the Company's Trade Secrets/Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the

information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

Team members will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during the term of their employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company which team members prepare, use or come in contact with remains the sole property of the Company and is not to be copied without written permission of the Company and is to be returned to the Company on termination of employment, regardless of whether requested by the Company to do so at the time of termination, or at the Company's request at any time.

Publicity

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation.

Searches and Inspections

In order to protect the safety and property of all of our team members, the Company reserves the right to inspect team members' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Team members are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

Workplace Violence/Weapons Policy

The Company is committed to preventing workplace violence and maintaining a safe work environment. Therefore, the Company has a zero-tolerance policy for violent acts or threats of violence against our team members, applicants, customers, or vendors.

We do not allow fighting or violent words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises, including parking areas.

No team member may commit or threaten to commit any violent act against a co-worker or third party. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Team members who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their Manager/Supervisor or the Human Resources Department as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Layoff

If Fortrex determines that it must reduce employment because of adverse economic or other conditions, then layoffs and recall from layoffs will generally be conducted in a manner that is consistent with Fortrex requirements and in accordance with the procedures described below.

In the event that a layoff is expected, Fortrex will attempt to communicate information about an impending layoff as soon as possible. However, management reserves the right to alter the layoff procedure and withhold information about the layoff as permitted by law to protect the Company's interests.

Layoffs that are expected to be temporary will generally be handled according to the provisions of this policy. Selections for layoffs that are known to be permanent will be made according to this policy and then handled according to Company termination of employment and severance pay policies.

Evaluation of the foregoing criteria will be within the sole discretion of Fortrex. Team members will be selected for layoff based on the following criteria:

- Promotion potential and transferability of skills to other positions within the unit.
- Demonstrated current and past performance.
- The needs of the Company and specific projects.
- Length of service with the Company.

A team member's length of service is measured from the original date of employment with Fortrex, as long as there has not been a break in service greater than 30 days. During a layoff, team members with breaks in service greater than 30 days, but less than one year per break, are credited only for their time actually worked; that is, the break time does not get counted unless required by law. Team members with a break in service greater than one year will receive credit for service only from their most recent date of hire with the Company.

Team members selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances.

Team members who are laid off will be maintained on a recall list for six months or until management determines the layoff is permanent, whichever occurs first. Removal from the recall list terminates all job rights the team member may have. While on the recall list, team members should report to the Human Resources (HR) department if they become unavailable for recall. Team members who do not keep a current home address on record with the HR department will lose their recall rights.

Team members will be recalled according to the needs of Fortrex, their classification and their ability to perform the job. Notice of recall will be sent by registered mail, return receipt requested, to the current home address on record with the HR department. Unless a team member responds to the recall notice within seven days following receipt of the notice or its attempted delivery, the team member's name will be removed from the recall list and the team member will no longer have any job rights with Fortrex.

Credit for seniority will continue to accumulate during any layoff of 30 days or less. Team members laid off for more than 30 days and subsequently recalled within one year from the date of layoff will be credited with the years of service accumulated at the time of layoff.

If the layoff is expected to exceed 30 days, vacation pay equal to the number of unused vacation days accrued will be paid at the time of layoff. Team members who are laid off will not accrue sick leave during the layoff.

Notice of Resignation

The Company hopes that its relationships with team members are long term and mutually rewarding. However, as mentioned elsewhere in this Handbook, all employment relationships are for no specified amount of time and are on an at-will basis. Termination of employment with the Company can arise for a variety of circumstances, either voluntary or involuntary. Team members may voluntarily terminate employment at any time and the Company reserves the right to terminate the employment relationship at any time, with or without cause or notice for any reason not prohibited by law.

Team members desiring to voluntarily terminate their employment relationship with the Company are urged to give at least two (2) weeks' notice. Such notice should be given in writing to their Manager/Supervisor. A team member who fails to give two weeks' notice may not be eligible for re-employment. You are responsible for returning Company property in your possession or for which you are responsible. The Company will pay remaining wages and any other payments due in accordance with state and/or federal law.

Exit Interview

Any team member leaving the Company may be requested to attend an exit interview conducted by the Human Resources Department. The purpose of the interview is to determine the reasons for separation, resolve any questions of compensation, arrange the return of Company property, or attend to other matters related to the separation.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Company, and we look forward to working with you.



New Health Insurance Marketplace Coverage

Options and Your Health Coverage

PART A: General Information

Even if you are offered health coverage through your employment, you may have other coverage options through the Health Insurance Marketplace ("Marketplace"). To assist you as you evaluate options for you and your family, this notice provides some basic information about the Health Insurance Marketplace and health coverage offered through your employment.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options in your geographic area.

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

You may qualify to save money and lower your monthly premium and other out-of-pocket costs, but only if your employer does not offer coverage, or offers coverage that is not considered affordable for you and doesn't meet certain minimum value standards (discussed below). The savings that you're eligible for depends on your household income. You may also be eligible for a tax credit that lowers your costs.

Does Employment-Based Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that is considered affordable for you and meets certain minimum value standards, you will not be eligible for a tax credit, or advance payment of the tax credit, for your Marketplace coverage and may wish to enroll in your employment-based health plan. However, you may be eligible for a tax credit, and advance payments of the credit that lowers your monthly premium, or a reduction in certain cost-sharing, if your employer does not offer coverage to you at all or does not offer coverage that is considered affordable for you or meet minimum value standards. If your share of the premium cost of all plans offered to you through your employment is more than 9.12%¹ of your annual household income, or if the coverage through your employment does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit, and advance payment of the credit, if you do not enroll in the employment-based health coverage. For family members of the team member, coverage is considered affordable if the team member's cost of premiums for the lowest-cost plan that would cover all family members does not exceed 9.12% of the team member's household income.¹²

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered through your employment, then you may lose access to whatever the employer contributes to the employment-based coverage. Also, this employer contribution -as well as your team member contribution to employment-based coverage- is generally excluded from income for federal and state income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis. In addition, note that if the health coverage offered through your employment does not meet the affordability or minimum value standards, but you accept that coverage anyway, you will not be eligible for a tax credit. You should consider all of these factors in determining whether to purchase a health plan through the Marketplace.

¹Indexed annually. An employer-sponsored or other employment-based health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs. For purposes of eligibility for the premium tax credit, to meet the "minimum value standard," the health plan must also provide substantial coverage of both inpatient hospital services and physician services.

When Can I Enroll in Health Insurance Coverage through the Marketplace?

You can enroll in a Marketplace health insurance plan during the annual Marketplace Open Enrollment Period. Open Enrollment varies by state but generally starts November 1 and continues through at least December 15.

Outside the annual Open Enrollment Period, you can sign up for health insurance if you qualify for a Special Enrollment Period. In general, you qualify for a Special Enrollment Period if you've had certain qualifying life events, such as getting married, having a baby, adopting a child, or losing eligibility for other health coverage. Depending on your Special Enrollment Period type, you may have 60 days before or 60 days following the qualifying life event to enroll in a Marketplace plan.

There is also a Marketplace Special Enrollment Period for individuals and their families who lose eligibility for Medicaid or Children's Health Insurance Program (CHIP) coverage on or after March 31, 2023, through July 31, 2024. Since the onset of the nationwide COVID-19 public health emergency, state Medicaid and CHIP agencies generally have not terminated the enrollment of any Medicaid or CHIP beneficiary who was enrolled on or after March 18, 2020, through March 31, 2023. As state Medicaid and CHIP agencies resume regular eligibility and enrollment practices, many individuals may no longer be eligible for Medicaid or CHIP coverage starting as early as March 31, 2023. The U.S. Department of Health and Human Services is offering a temporary Marketplace Special Enrollment period to allow these individuals to enroll in Marketplace coverage.

Marketplace-eligible individuals who live in states served by HealthCare.gov and either- submit a new application or update an existing application on HealthCare.gov between March 31, 2023 and July 31, 2024, and attest to a termination date of Medicaid or CHIP coverage within the same time period, are eligible for a 60-day Special Enrollment Period. **That means that if you lose Medicaid or CHIP coverage between March 31, 2023, and July 31, 2024, you may be able to enroll in Marketplace coverage within 60 days of when you lost Medicaid or CHIP coverage.** In addition, if you or your family members are enrolled in Medicaid or CHIP coverage, it is important to make sure that your contact information is up to date to make sure you get any information about changes to your eligibility. To learn more, visit HealthCare.gov or call the Marketplace Call Center at 1-800-318-2596. TTY users can call 1-855-889-4325.

What about Alternatives to Marketplace Health Insurance Coverage?

If you or your family are eligible for coverage in an employment-based health plan (such as an employer-sponsored health plan), you or your family may also be eligible for a Special Enrollment Period to enroll in that health plan in certain circumstances, including if you or your dependents were enrolled in Medicaid or CHIP coverage and lost that coverage.

Generally, you have 60 days after the loss of Medicaid or CHIP coverage to enroll in an employment-based health plan, but if you and your family lost eligibility for Medicaid or CHIP coverage between March 31, 2023 and July 10, 2023, you can request this special enrollment in the employment-based health plan through September 8, 2023. Confirm the deadline with your employer or your employment-based health plan.

Alternatively, you can enroll in Medicaid or CHIP coverage at any time by filling out an application through the Marketplace or applying directly through your state Medicaid agency. Visit <https://www.healthcare.gov/medicaid-chip/getting-Medicaid-chip/> for more details.

How Can I Get More Information?

For more information about your coverage offered through your employment, please check your health plan's summary plan description or contact the Human Resources Department. The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

Team Member Handbook Summary

All Fortrex team members are presented with the option to obtain a paper copy of the Team Member Handbook or download it online via Fortrex' website. This Summary is provided solely for your convenience; all team members are required to read the handbook and are responsible for it in its entirety. Team members are required to sign an Acknowledgment and Agreement regarding receipt of this Team Member Handbook. Any questions about this material or any other aspect of employment should be directed to your Manager/Supervisor.

PROBLEM RESOLUTION PROCEDURE (See Page 7)

If a team member has a suggestion, complaint or problem, they should follow these steps:

STEP 1: Speak with your immediate Manager/Supervisor as soon as possible

STEP 2: If you prefer not to speak with your immediate Manager/Supervisor, contact the Team member Customer Care Line through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.fortrexsolutions.com

STEP 3: If you have not found resolution through speaking to your Manager/Supervisor or the Customer Care Line, contact the Ethics Department or your Human Resources Business Partner. The toll-free number is (888) 871-6335.

Retaliation against a team member who makes a good faith report is strictly forbidden. To report any retaliation, please contact your Manager/Supervisor, the Team Member Customer Care Line or call the Ethics Department.

INTRODUCTORY PERIOD (See Page 9)

The first ninety (90) calendar days of employment is a period of training and orientation to the job. Fortrex uses these 90 days to evaluate your qualifications more carefully. Your performance on the job and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs. Team members who fail to demonstrate the expected performance and meet the expectation of their position may be terminated during or upon the completion of the introductory period.

EQUAL EMPLOYMENT OPPORTUNITY (See Page 9)

Fortrex is committed to providing equal employment opportunities to all team members and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious dress (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, use of cannabis off the job or away from the workplace, and, in the City of San Francisco: height and weight;

or any other protected status in accordance with all applicable federal, state, and local laws. This equal employment opportunity commitment relates to all aspects of the employment relationship, which include selection, promotion, performance evaluation, and discharge. Any team member who is found to have violated this policy is subject to disciplinary action, up to and including termination of employment. If you believe that you have experienced treatment in violation of this policy, you should report the incident to your Manager/Supervisor, the Human Resources Department, or call the Team member Customer Care Line at 844-880-0009.

POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION (See Pages 13-15)

The Company prohibits harassment or discrimination of any team member by any other team member or clients, vendors, and independent contractors as well as to all unpaid interns and volunteers on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles,

including braids, locks, and twists), ethnicity, religion, religious dress (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, use of cannabis off the job or away from the workplace, and, in the City of San Francisco: height and weight;

or any other category protected by applicable federal, state, or local law. Any team member who is found to fail to comply with this policy may be subject to disciplinary action, up to and including termination of employment. If at any time you feel you are being or have been harassed, discriminated against, or retaliated against, you should immediately contact: Your Manager/Supervisor, the Human Resources Department, or call the Team Member Customer Care Line.

PAY PERIOD AND PAYCHECKS (See Page 22)

The pay period is on a weekly schedule. The work week begins on Monday at 1:00 p.m. and runs through Monday at 12:59 p.m. Checks are issued every week on Fridays, following the close of a pay period.

TIME RECORDING PROCEDURES (See Page 23)

All team members are required to accurately record the time they begin and end their work. Team members are also required to punch/clock in and out for meal periods. During the meal period team members are relieved of all working duties. Time worked is considered all the time actually spent on the job performing assigned duties. Team members who work overtime or off-schedule hours without prior authorization by their Manager/Supervisor are subject to disciplinary action, up to and including termination of employment. Team members must record their individual time only, using the Time Clock or Sign-In/Sign-Out Sheet when available. Any changes or corrections to your time records must be approved by you and your Manager/Supervisor. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member's timecard, Sign-In/Sign-Out, or violates any time recording procedure may be subject to disciplinary action, up to and including termination.

VACATION (See Pages 26-27)

Full-time team members are eligible for paid vacation time according to the following schedule:

0-24 months	=	5 days (40 hours)
25-60 months	=	10 days (80 hours) each year Max Accrual Cap: 15 Days (120 hours)
61-120 months	=	15 days (120 hours) each year Max Accrual Cap: 23 Days (184 hours)
121-300 months	=	20 days (160 hours) each year Max Accrual Cap: 30 days (240 hours)
301 months and thereafter	=	25 days each year Max Accrual Cap: 38 days (304 hours)

Vacation may not be accrued in excess of the maximum accrual cap above. Once a team member's unused and accrued vacation reaches the maximum cap, the team member will not accrue any additional vacation time until prior vacation time has been used, and their accrued balance falls below the maximum accrual cap.

INSURANCE & RETIREMENT BENEFITS (See Page 30)

We offer the following insurance and retirement benefits to eligible team members:

- Group Health Insurance

- Group Dental Insurance
- Group Vision Insurance
- Group Life Insurance
- Short Term Disability
- Long Term Disability
- 401(k) Retirement Savings Plan
- Employee Assistance Program ("EAP")

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

FAMILY AND MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT (See Page 38-53)

The Family and Medical Leave Act and California Family Rights Act ("FMLA / CFRA") provide eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a team member may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave. Fortrex also offers a medical leave of absence for team members who are ineligible for leave under FMLA and/or CFRA or who have exceeded their leave allotment under those laws.

PROGRESSIVE DISCIPLINE PROCESS (See Page 54)

The following steps are minimum disciplinary actions for minor work-related misconduct or safety violations within a twelve (12) month period, starting from the date of the first disciplinary action: First Violation: Verbal Written warning; Second Violation: Written Warning; Third Violation: Written warning with 3-day unpaid suspension; Fourth Violation: Termination. Should the violation be considered severe, the following steps could be combined or accelerated up to and including dismissal.

SOLICITATION/DISTRIBUTION (See Page 56)

In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non- working time would be lunch or break and a non-working area would be the break room.

ABSENTEEISM/TARDINESS (See Page 56-58)

All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Tardiness and absence from scheduled work time can disrupt Company ability to serve customers. Team members who will be absent from work for any reason must call their Manager/Supervisor at the earliest possible opportunity and within thirty (30) minutes of their scheduled start time. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, team members are expected to notify their Manager/Supervisor as soon as possible or practicable. Violations of the Absenteeism/Tardiness Policy will result in disciplinary action, up to and including termination.

ALCOHOL AND DRUG POLICY (See Page 58-60)

Fortrex prohibits its team members from using, possessing, being under the influence of, selling, manufacturing, distributing, soliciting or transferring alcohol or illegal drugs/controlled substances, including cannabis and THC-containing products regardless of prescription, while working, while on Fortrex premises, or while operating any Fortrex vehicle, machinery or equipment. Unless prohibited by state law, team members may be subject to pre-employment and/or "reasonable suspicion" drug tests at Fortrex' sole discretion.

WORKPLACE VIOLENCE/WEAPONS (See Page 76-77)

The Company is committed to preventing workplace violence and maintaining a safe work environment. All violence or threats of violence, both direct and indirect, should be reported as soon as possible to the Manager or Human Resources. Team members are encouraged to bring their disputes or differences with other team members to the attention of the Manager/Supervisor or the Human Resources Department before the situation escalates into potential violence. Anyone determined to be responsible for violence

or threats of violence or other conduct that is in violation of these guidelines may be subject to disciplinary action, up to and including termination of employment.

Team Member Acknowledgment and Agreement

By signing below, I acknowledge that I have received a physical or electronic copy of the Fortrex ("Company") Team Member Handbook and I will familiarize myself with its contents.

I acknowledge that nothing in the Team Member Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of the Company.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN TEAM MEMBER PERSONNEL FILE]

APPENDIX A – FIRST AID & ACCIDENT/SERIOUS ACCIDENT REPORTING PROCEDURES

