



Employee Handbook



Glencoe Management, Inc. DBA Burger King
7548 W Sahara Ave. Suite 102, Las Vegas NV 89117

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Introduction

Letter from the Franchisees

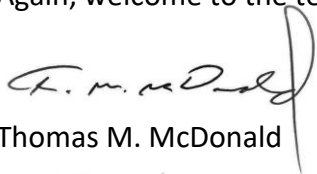
To all our employees, we welcome you to the Burger King franchises managed by Glencoe Management, Inc. We are glad you have decided to join our team. It is our belief that each employee contributes directly to Glencoe Management's growth and success, and we hope you will take pride in being a member of our team.

This handbook has been written to serve as the guide for the employer/employee relationship. It was developed to describe some of what is expected of our employees and to outline the programs, policies, procedures, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible. The handbook will answer many questions about employment with Glencoe Management.

While this handbook will answer some of your questions, we encourage you to ask your supervisor or any member of the management team if you need additional information or clarification about any aspect of the handbook or your position within the company. We also encourage you to talk with your supervisor or a member of the management team anytime you have an idea for improving your job or to discuss advancement opportunities within the organization. We are an equal employment opportunity employer and will always look for ways to reward and recognize hard work.

This handbook is reviewed periodically to ensure that you receive the most current information regarding the programs, policies, procedures, and benefits that impact the work environment. We are confident that you will find our company a dynamic and rewarding place in which to work and we look forward to a productive and successful association. Glencoe Management hopes that your experience here will be challenging, enjoyable, and rewarding.

Again, welcome to the team!



Thomas M. McDonald

Franchisee



Steven M. Keith

Franchisee

Introductory Statement

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice, you should address your specific questions to your supervisor or any member of the management team. Neither this handbook nor any other company document, confers any contractual right, either express or implied, to remain in the company's employ unless otherwise provided for in this handbook. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the company or you may resign for any reason at any time. No supervisor or other representative of the company (except the Franchisee) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Second, the procedures, practices, policies, and benefits described here may be unilaterally modified or discontinued by the Company with or without prior notice. (However, to the extent that the Company and an employee have mutually agreed that disputes between them will be resolved by binding arbitration, the Company may not unilaterally change the terms of such an agreement). We will try to inform you of any changes as they occur. This handbook modifies any and all pre-existing rules, benefits, policies and procedures, whether written or otherwise. In the event of a conflict between the terms of this manual and any other previous work rules, benefits, policies or procedures, the terms set forth in this manual shall govern.

Third, this handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except employees of Glencoe Management, unless otherwise permitted by law.

Finally, some of the subjects described here are covered in detail in official policy or procedural documents. You should refer to these documents for specific information since this handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

Purpose of This Employee Handbook

This handbook is designed to acquaint you with Glencoe Management, Inc. (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 employee benefits, personnel policies, and employment policies in effect at the time of publication. The Company retains the right to add, change, delete, or modify, policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person's consent or agreement. However, to the extent that the Company and an employee have mutually agreed that disputes between them will be resolved by binding arbitration, the Company may not unilaterally change the terms of such an agreement.

As provided in the Employee Acknowledgment and Agreement, nothing in this handbook creates or is intended to create a promise of continued employment for a definite term. Employment at the Company is employment at-will and may be terminated at the will of either the Company or the employee, with or without cause or prior notice. This handbook shall supersede any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment. Your status as an "at-will" employee may not be changed except in writing signed by the Franchisee of the Company.

Glencoe Management Guiding Principles

To take pride in everything we do, treat all employees, colleagues and guests with respect and courtesy and maintain the highest levels of honesty and integrity in all our actions.

Customer Relations

Customers are among our company's most valuable assets. Every employee represents Glencoe Management to our customers and the public. Customers judge the image of our entire company by how they are treated with each employee contact. Nothing is more important than being courteous, pleasant, and professional in the attention you give to customers.

When handling a specific comment or complaint that may arise, show concern, be sincere, get specifics, and handle the situation to the best of your ability. If you feel you have not fully satisfied the customer, then ask your supervisor or a member of the management team for assistance. Our company's goal is to have every customer leave the store location feeling they have been treated fairly and that we are genuinely concerned about them. Positive customer relations not only enhance the public's perception or image of the Company, but, more importantly, they also pay off in greater customer loyalty which leads to repeat business.

Let's Communicate

Employee Relations Philosophy

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. Over the years, our Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to look to our employees for ideas about how to improve all areas of our business -- in areas like customer service, safety, efficiency, and employee relations.

If You Have a Question

We encourage you to discuss questions or concerns regarding this handbook, your job, or any work-related issues you may experience with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you. If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the next level supervisor as outlined below:

- District Manager
- Director of Operations
- Head of Operations
- Human Resources
- Franchise Owner

Throughout this handbook, we will reference "Field Leadership", which includes District Manager, Director of Operations and Head of Operations, as applicable.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook. The Company takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of retaliation.

Please note that the Company utilizes private, binding arbitration for employee disputes that would otherwise be subject to resolution in court.

What You Can Expect from Us

New Hires

The Company participates in the E-Verify program and as such will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S. once you have accepted a job offer, completed your Form I-9, and started employment with the company. If E-Verify cannot confirm that you are authorized to work, the company will give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue.

Introductory Period

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude, and overall interest in your job will be assessed. Employees who fail to demonstrate the expected commitment, performance, and attitude may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the Company has the same right.

During the introductory period, you may not be eligible for certain Company benefits.

As a result of an excused absence during your introductory period or for other reasons identified by management, the Company may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Equal Employment Opportunity Policy

We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex (including childbirth, breast feeding, and related medical conditions), sexual orientation, national origin, citizenship status, uniform service member status, pregnancy, age, disability, gender (including gender identity and gender expression) 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.

Requests for Accommodation

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees’ 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 employees’ 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, you must notify Human Resources and complete the Reasonable Accommodation Request Form. 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 these policies, please notify the Company immediately by speaking to Field Leadership or 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, religion, color, sex (including childbirth, breast feeding, and related medical conditions), national origin, citizenship status, uniform service member status, pregnancy, age, disability, gender (including gender identity and gender expression) or any other category protected by applicable state or federal law.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. The Company prohibits managers, supervisors, and employees from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors, and others doing business with the Company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its customers, vendors, suppliers, independent contractors, and others doing business with the Company from harassing our employees.

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

- Unwanted sexual advances
- Offering an employment benefit (such as a raise, promotion, or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images, cartoons, or posters
- Verbal sexual advances, propositions, requests, or comments
- Sending or posting sexually related messages, videos or images via text, instant messaging, or social media
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations; and
- 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 of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine

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, epithets, 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
- Inappropriate verbal, graphic, or physical conduct
- Sending or posting harassing messages, videos or images via text, instant messaging, or social media; 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 supervisor or another member of management.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who 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
- Assisting another employee who is engaged in any of these activities

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices.

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 another employee, supervisor, manager, customer, vendor, independent contractor or third party doing business with the Company, you should immediately report it to your manager, Field Leadership, or Human Resources.

In addition, if you observe harassment by another employee, supervisor, manager, or non-employee, please report the incident immediately as indicated above. Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Human Resources.

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 employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

Violation of this policy will subject an employee 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.

Employment Practices

Minimum Age for Employment

State and federal laws impose work restrictions on the employment of minors. Glencoe generally requires that employees be a minimum of 17 years of age at the time of hire.

Background

Employees hired into or promoted to certain positions within the company may be subject to a background check after a conditional offer of employment is made. Employees in a position that requires driving a Company vehicle, or routinely driving their own personal vehicle for Company business, may be required to complete a motor vehicle records inspection. The Company may conduct additional background checks and motor vehicles records inspections at any time during employment. If any unsatisfactory results are received, employees may be subject to disciplinary action, up to and including termination of employment. Employees who are rehired may be subject to a new background check regardless of the length of time separated from the Company.

Criminal Conviction

Employees are required to notify Field Leadership or Human Resources within one day or at first available opportunity of any conviction of a crime during their employment. The Company will determine whether any employment action is warranted. A conviction will not necessarily result in termination of employment. However, we will consider any failure to make a required disclosure a serious breach of our ethical standards.

Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your store or the Company. Your cooperation and assistance in performing such additional work is expected.

You are expected to make every effort to learn your job and to perform at a level satisfactory to the Company at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

The company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

Employee Classification

Full-Time Employees

Full-time employees are those normally scheduled to work at least thirty (30) hours per week, as determined by the Company in its sole discretion. As used herein, “full-time” is a general employee classification used by the Company for a variety of purposes. Employees not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours worked. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

Part-Time Employees

Part-time employees are those normally scheduled to work fewer than thirty (30) hours per week, as determined by the Company in its sole discretion.

Temporary Employees

Temporary employees are those employed to work 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 employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for Company benefits.

Non-Exempt Employees

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

Exempt Employees

Exempt employees include all employees who are classified by the Company as exempt from the overtime provisions of the federal Fair Labor Standards Act and state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult Human Resources or the applicable benefit plan document.

Your Pay

Employees are paid via direct deposit, semi-monthly, on the 7th and 22nd of each month. If the scheduled payday falls on a weekend or holiday, paychecks will generally be deposited on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of Payroll immediately, by contacting the main office at 702-254-7400 or via email at payroll@glencoelv.com.

All required deductions, such as federal, state, and local taxes, and all authorized voluntary deductions, such as benefits contributions, will be withheld automatically from employee's electronic payments. It is important that all employees review their pay stubs for errors. If a mistake is found the employee must report it to their manager immediately.

We offer direct deposit of employee paychecks to all employees who provide a written authorization for direct deposit.

Employees are able to sign up for a company provided pay card at any time during their employment with the company. Although the company will provide the employee with the card, it is the employees responsibility to activate the card by either:

- Downloading the Money Network App on a mobile device
- Going online @ <https://www.everywherepaycard.com/moneynetwork>
- Or calling 1-888-913-0900

This information is also available in the envelope you received with your pay card. If your pay card is ever lost or stolen, you must contact Money Network to receive a replacement or place a hold on your account. Glencoe is not responsible for lost or stolen cards.

To update your direct deposit, you must update your account information through the employee self-service portal at glencoemanagement.greenemployee.com. Requests to update your direct deposit must be submitted at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

If the employee receives a paper check, it will be mailed to the employee's physical address on file with Payroll.

Timekeeping Procedures

Our workweek starts on Friday at 4:00 am and runs through Friday at 3:59am

Unless otherwise notified, you are required to accurately record your hours of work through the use of a timecard, an electronic timekeeping system, or a handwritten record. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor before your pay is processed for the pay period. 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.

Working "off the clock" is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not "on the clock," you must notify Field Leadership or Human Resources immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor, and in the event such work is authorized, all time spent working must be reported on the employee's time record.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor *before* working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

You will be informed on your first day on the job whether you are required to keep your time by a time clock, a time sheet, or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections to your timecard or time record must be approved by you and your store manager. Under no circumstances may any employee punch or record another employee's timecard.

Work Schedules

The Company office hours are generally 8:00 a.m. to 5:00 p.m. Monday thru Friday. Store locations are normally open for business 7 days a week, 364 days a year, with the exception of Christmas day. Hours of operation can vary store by store, with some being open 24 hours. Your supervisor will assign your individual work schedule and post it at the store location each week, it is the employees' responsibility to know their schedule. All employees are expected to be at their workstations at the start of their scheduled shifts, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive or unapproved overtime.

The days and hours an employee works will depend on the actual nature of the job and the needs of the Company and its customers. The days and hours an employee works may change regularly. Any change in an employee's work hours is at management's discretion based on business needs.

Overtime

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

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift or different location where it is necessary for the efficient operation of the Company.

Work Location(s)

The company may ask you to work at another location within the company at any time, either temporarily, or permanently as the needs of the business require. The location being within less than a 30-mile radius of the employee's current work location. All provisions within this handbook must be adhered to, regardless of work location.

Meal Breaks

All employees who work eight (8) hours or more in a day are **required** to take a thirty (30) minute unpaid, uninterrupted, duty-free meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all their daily meal periods during the pertinent pay period. If you are unable to take all the breaks for which you are entitled in accordance with this policy, you should immediately notify your supervisor, Field Leadership, or Human Resources.

No Company manager or supervisor is authorized to instruct or approve an employee's wish to forego a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to Field Leadership, or Human Resources.

Rest Breaks

The Company provides all employees with the opportunity to take a ten (10) minute 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 work period. The table below summarizes rest/break periods:

Length of Work Period (scheduled or unscheduled)	Break Periods
At least 3 ½ hours, but less than 7 hours	(1) Paid 10-minute break
At least 7 hours, but less than 11 hours	(2) Paid 10-minute break
At least 11 hours, but less than 15 hours	(3) Paid 10-minute break

The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, employees are not required to separately record their rest periods on their timesheets or timecards. Rest periods **may not** be waived to shorten your workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all their rest periods during the pertinent pay period. If you are unable to take all of the breaks for which you are entitled in accordance with this policy, you should immediately notify your supervisor, Field Leadership, or Human Resources.

Lactation Break

The Company will provide a reasonable amount of break time to accommodate a female employee’s need to express breast milk for the employee’s infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled rest periods. **Such additional breaks will be unpaid.** The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee’s work area, other than a bathroom, for the employee to express milk in private.

Employees should notify their immediate supervisor to request time to express breast milk under this policy.

Company Benefits

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

Paid Holidays

Eligibility for paid holidays is outlined in the company Paid Time Off Policy.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

Paid Time Off

The Company has policies related to paid time off (“PTO”). Employees are referred to a separate policy on PTO and should contact Field Leadership or Human Resources with any questions.

Insurance

For details of the benefits you may be eligible for including applicable waiting periods, please see the Benefit Guide, available at <https://www.employeenavigator.com/benefits/Account/Login>

Consult the applicable plan document available on the website, for all information regarding eligibility, coverage, and benefits. It is the plan document that ultimately governs your entitlement to benefits. You may also contact Human Resources.

Workers' Compensation Insurance

The Company pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. Report any incidents directly to your Store Manager. You should be aware that federal 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.

Discount Meal Program

As a benefit to all hourly non-exempt crew members, the Company offers one, half (1/2) price meal to an employee per shift which can be used half an hour before, during, or half an hour after their scheduled shift. This benefit is to be used by the employee only and not to be given to family or friends. The half (1/2) price meal may be ordered at the end of an employee's shift; however, these orders must take place inside of the restaurant. Discount Meal's may not be provided through the drive-thru service.

Leaves of Absence

School-Related Activities Leave

The Company will grant up to four hours (per child) of time off during any school year to employees who are the parent, guardian or custodian of a child enrolled in public school to:

- Attend parent-teacher conferences
- Attend school-related activities during regular school hours
- Volunteer or otherwise be involved at the school in which the employee's child is enrolled during regular school hours; and
- Attend school-sponsored events

Leave must be taken in increments of at least one hour.

Employees wishing to take time off under this policy must submit a written request for leave to their supervisor at least five school days before the requested leave. The leave will be at a time mutually agreed upon by the employee and the Company.

The Company may require employees to provide documentation verifying that, during the time of leave, the employee attended an eligible school-related activity.

Time off under this policy will be without pay, except that exempt employees may receive pay for partial day absences, as required by applicable law.

School Conferences or Emergencies Leave

The Company will allow employees who are parents (including legal guardians or custodians) time off from work in order to:

- Appear at a conference requested by their child's school administrator; or
- Respond to notice from their child's school of an emergency regarding their child

Employees should notify their supervisor as soon as possible that they will require time off for a school conference or emergency. **Time off under this policy will be unpaid**, except that exempt employees may receive pay for partial day absences, as required by applicable law.

Jury and Witness Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to summonses or subpoenas for jury service or to appear as a witness in a judicial or administrative proceeding, attend court for prospective jury service, serve as a juror or appear as a witness or potential witness in a judicial or administrative proceeding. Under no circumstances will employees be terminated, threatened, coerced or penalized because they request or take leave in accordance with this policy.

Employees must provide their supervisor with notice of any jury summons or subpoena at least three days before their appearance is required. Verification of having served as a juror or witness may be required.

Employees who are summoned to appear for jury duty will not be required to work within the eight (8) hours prior to the time jury duty is scheduled to begin. Employees 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 supervisor as soon as possible and report to work if requested. On any day in which the employee's jury service lasts four (4) or more hours, including time traveling to and from court, employees will not be required to work between 5:00 p.m. on that day and 3:00 a.m. the following day.

Time spent engaged in attending court for prospective jury service, serving as a juror or appearing as a witness or potential witness in a judicial or administrative proceeding, is compensable for managers only who have been with the company for six (6) months or longer and is not to exceed more than fifteen (15) days. It is not compensable for all other employees. Employees will not be asked or required to use sick leave or vacation time for jury duty.

Court Attendance Leave

The Company will allow employees who are the parent, guardian, or custodian of a child to miss work in order to appear at the child's juvenile proceeding.

Employees seeking leave under this policy must notify their manager in advance of the appearance. For detention hearings, employees must provide verbal notice in advance of the hearing, as well as a certificate of attendance immediately upon return to employment. For subsequent hearings, employees must provide a copy of the written notice of the hearing before the date of the requested leave.

Time off under this policy will be without pay except that exempt employees may receive pay, as required by applicable law.

The Company will not terminate or threaten to terminate employees because they request or take time off in accordance with this policy.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who are registered voters will be allowed sufficient time off, without loss of pay, to vote if it would be impracticable to do so before or after work hours. For purposes of this policy, sufficient time outside of working hours to vote means:

- One hour for employees whose polling place is two miles or less from the workplace
- Two hours for employees whose polling place is more than two, but not more than 10 miles from the workplace;
or
- Three hours for employees whose polling place is more than 10 miles from the workplace

Employees must provide notice of the need for time off to vote prior to Election Day. The Company may specify the particular time during which employees may be absent to vote.

The Company will not make deductions from employees' salary or wages or otherwise penalize employees for taking leave in accordance with this policy.

Leave for Victims of Domestic Violence

If you or a member of your family or household is a victim of domestic violence, you may be entitled to receive unpaid leave for the following purposes as they relate to an act of domestic violence committed against you, or a member of your family or household: (1) for the diagnosis, care or treatment of a health condition related to an act of domestic violence; (2) to obtain counseling or assistance related to an act of domestic violence; (3) to participate in any court proceeding related to an act of domestic violence; and (4) to establish a safety plan, including, without limitation, any action to increase the safety of the employee or the family or household member of the employee from a future act of domestic violence. Under no circumstances will employees be terminated, threatened, coerced, penalized, or retaliated against because they request or take leave in accordance with this policy.

Employees must provide their supervisor with at least 48 hours' notice of the need to use additional hours of leave after (and with the exception of) the leave taken upon the initial occurrence of the act which constitutes domestic violence. The Company may require you to provide documentation that confirms or supports the reason for the requested leave, including, but not limited to: (1) a police report; (2) a copy of an application for an order for protection; (3) an affidavit from an organization which provides services to victims of domestic violence; or (4) documentation from a physician or health care provider.

In addition, to the extent it does not create an undue hardship for the Company, employees who are victims of domestic violence, are entitled to a reasonable accommodation for the employee's safety while at work such as a transfer, reassignment, modified schedule or changed work telephone number. If you require such an accommodation, please notify Field Leadership or Human Resources. The Company will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations, and may require supporting documentation of the same.

Notice to Employees of the Nevada Pregnant Workers' Fairness Act

All employees are advised of the following:

(1) Pursuant to NRS 613.4353 to 613.4383, inclusive, of the Nevada Pregnant Workers' Fairness Act, employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth, or a related medical condition.

(2) A female employee has the right to a reasonable accommodation for a condition relating to pregnancy, childbirth, or a related medical condition.

The Company is committed to complying with all laws protecting employees under the Nevada Pregnant Workers' Fairness Act, and the Company will provide a reasonable accommodation for any known condition relating to pregnancy, childbirth, or a related medical condition of a female employee, provided the requested accommodation does not create an undue hardship for the Company.

If you require an accommodation under the Nevada Pregnant Workers' Fairness Act, you must notify Human Resources at (702) 254-7400. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. A female employee may be required to submit a written explanatory statement from the employee's physician concerning the need for an accommodation because of pregnancy, childbirth, or related medical conditions, and the specific accommodation recommended by the physician.

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 Human Resources at (702) 254-7400. You are encouraged to utilize this procedure without fear of retaliation.

Medical Leave of Absence

Employees who are ineligible for leave under the Family and Medical Leave Act as provided below are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for up to 60 days of an **unpaid** leave of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. It is the applicable plan document that ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as paid time off or holiday pay during their leaves of absence.

You should speak directly with your store manager prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

Family and Medical Leave, Military Caregiver Leave and Qualified Exigency Leave

Under applicable law, including the Family Medical Leave Act (“FMLA”), various leaves may be available to you as follows. You are allowed up to 12 workweeks for the birth and subsequent care of a newborn child, for the placement of a child for adoption or foster care, the care of a child, spouse or parent with a serious health condition, the employee’s own serious health condition, or in the event of a qualifying exigency caused by a spouse, son, daughter or parent’s call to covered active military duty. You may qualify for up to 26 workweeks to care for a covered service member with a serious injury or illness as applicable with the Military Caregiver Leave provisions. If you believe you are in need of such a leave, please contact Human Resources for further information regarding the eligibility requirements, your and the Company’s rights and responsibilities, medical certification requirements and job and benefits protections. Leaves based on these laws will be governed by, and handled in accordance with, the FMLA and applicable regulations.

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

The Company prohibits employees from holding other employment, including self-employment, while on leave of absence. 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.

If you fail to return to work as scheduled after FMLA leave or you exceed the maximum leave entitlement of 12 workweeks, or 26 workweeks for Military Caregiver Leave, you will be subject to the Company’s standard leave of absence and attendance policies, which may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. If you are unable to return to work after FMLA leave, you must notify your Store Manager, Field Leadership, or Human Resources. Once the Company is aware of the need for additional leave, the Company will engage in an interactive process to determine whether additional leave may be provided as a reasonable accommodation.

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

Personal Leave of Absence

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of 30 days. An extension beyond thirty (30) days will be considered on an individual basis.

Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, including termination. Time spent on personal leave of absence will not be used for computing benefits such as paid time off or holidays.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

Bereavement Leave

Full-time employees that hold a job title of Store Manager or above, are eligible to receive up to three (3) days of **paid** bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. Immediate family includes your spouse, registered domestic partner, children, stepchildren, registered domestic partner's children, parents, grandparents or brother or sister.

Employees who are notified of a death in their immediate family while at work will be paid for the remainder of the scheduled hours that day. The three (3) day eligibility for paid bereavement leave will not commence until the next regularly scheduled workday which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

Conduct and Workplace Expectations

This section of your handbook discusses your responsibilities to the Company as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

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 immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your 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.

Absenteeism and Tardiness

You are expected to be at your workstation on time each day and to remain there throughout your workday. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible and no less than (2) hours before a scheduled work shift, so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable. Leaving a message, voice mail, or sending an email or text message does not qualify as notifying your supervisor if your supervisor does not confirm receipt. If your supervisor does not confirm receipt of your message, you must call your supervisor and personally connect with them. If you are required to leave work early, you must also personally contact your supervisor or receive receipt if contact is not verbal and obtain permission. Leaving work early without authorization of your supervisor is strictly prohibited and can result in disciplinary action, up to and including termination.

When absence is due to illness, the Company may require appropriate medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without contacting the Company, if you fail to report for work or call in for more than three (3) consecutive calendar days, you may be considered to have abandoned your job and may be terminated.

Alcohol and Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, being under the influence of, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. 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 other than marijuana taken in accordance with the prescription.

All employees 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 your ability to perform the essential functions of your job. From time to time, the Company may host events where alcohol is served. During these authorized Company events, employees are permitted to engage in moderate consumption of alcohol that is served. Employees are expected to exercise good personal judgment concerning alcohol consumption and must not overindulge.

Prescription Drugs

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited in the workplace or while performing work duties away from the premises; however, we do prohibit the misuse of prescribed medication. However, to the extent required by applicable law, the Company will consider reasonable accommodations for the medical needs of medical marijuana users holding a valid registry identification card. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee 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, to promptly report that fact to their supervisor or another member of management.

Who is Tested

You may be required to submit to drug or alcohol screening for pre-employment and whenever the Company has a reasonable suspicion that you have violated any of the rules set forth in this policy. However, to the extent a failure to hire based on a positive pre-employment drug test for marijuana is prohibited by applicable law, an employment applicant will not be denied employment for this reason. 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 and post-accident.

All employees whose conduct establishes a reasonable basis for concluding drugs or alcohol could have contributed to or caused an accident during work time or while on Company business or on Company property, regardless if an injury occurs or not, will be subject to a drug and/or alcohol test. 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.).

You may also be required to submit to drug or alcohol screening unannounced and upon promotion or re-assignment. Additionally, employees may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

The Company will test individuals for drugs utilizing urine or blood testing technologies. Tests will be conducted utilizing laboratory-based collection testing technologies. The Company reserves the right to utilize other testing technologies in accordance with applicable laws and when circumstances require an alternative. The Company will test for the following drugs:

Table 1.

<u>Prohibited Drugs</u>	<u>Urine Nanograms per milliliter</u>	<u>Blood Nanograms per milliliter</u>
1. Amphetamines	500	100
2. Cocaine	150	50
3. Cocaine metabolite	150	50
4. Heroin	2,000	50
5. <u>Heroin metabolite</u>		
○ Morphine	2,000	50
○ 6-monoacetyl morphine	10	10
6. Lysergic acid diethylamide	25	10
7. Marijuana (delta-9-tetrahydrocannabinol)	10	2
8. Marijuana metabolite (11-OH- tetrahydrocannabinol)	15	5
9. Methamphetamine	500	100
10. Phencyclidine (PCP)	25	10

Accidents that include any of the following will result in a drug and/or alcohol test:

- A fatality
- An injury that requires medical attention away from the scene of the accident
- An injury that results in lost work time
- Non-injury accident that causes damage to Company property

A post-accident drug test must take place within 24 hours of the time of the accident. A post-accident alcohol test must take place within 2 hours of the time of the accident. Any employee who fails to report a work-related accident is in violation of this policy and is subject to disciplinary action up to and including termination. Failure to comply will be considered a “refusal to test.”

An individual who tests positive for any of the substances cited above will be subject to adverse employment action. (See the Consequences section of this policy for more information.)

Consequences for Policy Violations

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment. Employees should understand that certain policy violations such as the use of alcohol (including possession of an open container) or any illegal drug activities (including the possession, sale, or use of illegal drugs as defined under state or federal law) on Company premises or on Company time may result in immediate termination and the denial of any associated workers’ compensation claim filed. Individuals who refuse to cooperate with the Company’s policy in any way will be subject to immediate termination.

Refusals to Test - Employees that refuse to submit to a drug or alcohol test may result in immediate termination. Additionally, this may include denial of any workers’ compensation claim filed in association with the refusal to test.

Enforcement Policy

In order to enforce this policy and procedures, the Company may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, 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, employees' clothes, desks, work stations, lockers, and personal and company vehicles. You will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or the supervisor's designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks, and other locations or articles without prior notice in order to ensure a work environment free of prohibited substances. You may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent the Company from searching such article. Employees therefore should have no expectation of privacy in personal belongings brought onto Company premises and locked in a locker or locked container. Where employees are not present or refuse to remove a personal lock, the Company may do so for them, and compensate the employees for the lock.

Attitude

All employees must display a positive attitude towards their job and arrive to work motivated to perform their job duties. A bad attitude creates a difficult working environment and prevents the Company from providing quality service to our customers. If you consistently fail to approach your job duties with a positive attitude, you may be disciplined or terminated.

Business Conduct and Ethics

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Violating the law or any Company Policy
- Charging customers for products, features or services they have not approved, purchased or requested
- Exhibiting a poor attitude or discourtesy toward any customer, or providing poor customer service
- Falsifying employment records, employment information, or other Company records
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's
- Dishonesty, misrepresentation, fraud, or theft
- Deliberate or careless damage or destruction of any Company property, or the property of any employee or customer
- Removing or borrowing Company property without prior authorization
- Unauthorized use or misuse of Company equipment, time, materials, or facilities
- Provoking a fight or fighting during working hours or on Company property
- Fighting with co-workers, subordinates, or supervisors; failing to treat others with respect; or failing to demonstrate appropriate teamwork

- Participating in horseplay or practical jokes on Company time or on Company premises
- Carrying firearms or any other dangerous weapons on Company premises at any time
- Engaging in criminal conduct whether or not related to job performance
- Causing, creating, or participating in a disruption of any kind during working hours on Company property
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management
- Using abusive, threatening, or intimidating language at any time on Company premises
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy.
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods
- Failing to observe working schedules, including rest and lunch periods
- Sleeping or malingering on the job
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances
- Working overtime without authorization or refusing to work assigned overtime
- Violation of dress standards
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's Illegal Drugs, Controlled Substances, and Alcohol Policy
- Committing a fraudulent act or a breach of trust under any circumstances
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness

Courtesy and Professionalism

Employees who engage in contact with customers, vendors, and/or members of the public in the course of their job duties must show such individuals courtesy and professionalism at all times. Rudeness, profanity, or disruptive conduct in the presence of our customers, vendors, other employees, or members of the public will not be tolerated.

Cash Handling

Any employee who handles, receives, or exchanges cash in the course of their employment is responsible for ensuring all policies and procedures are adhered to, eliminating shortages, overages, mishandling of funds, and providing a secure working environment.

Employees are accountable for their drawer or any cash transactions completed using their employee number/credentials. The drawer must be counted prior to and at the end of every assigned shift, this includes additional verifications by a member of management.

Sales are to be rung up on the register to which they are assigned/completed on, and all cash drawers are to remain locked at all times when a sale is not in progress. Any keys, cards, or pin numbers that are necessary to operate the cash drawer must remain in the assigned employees' possession.

If a void is conducted, all policies and procedures must be adhered to concerning the voided transaction and if the monetary value of such sale is refunded, a manager is to be consulted and approve the refund, prior to completion of the transaction. It is the company's policy that if a transaction is not completed, change or cash will not be provided to a customer under any circumstances.

Cash shortages, overages, undercharging, unapproved discounting, or completing personal transactions are a violation of this policy and may result in disciplinary actions or termination.

Damage to Property

Deliberate or careless damage to the Company's property, as well as damage to your co-workers' or vendors' or customers' property, will not be tolerated.

Employment of Relatives

The employment of immediate family members (spouse, children, parents, siblings) of current employees is generally permitted. Employment of a family member(s) may be hired but may not be in a superior- subordinate reporting structure.

Employee Referral Program

The Company rewards employees who refer qualified individuals to the company. If the referred applicant is hired, the referring employee and Store Manager must complete an **Employee Referral** form within three (3) days from the date of hire. The **Employee Referral** form must be approved by a supervisor and Field Leadership and submitted to the Payroll Department. After four (4) months, providing both the referring and referred employee have been continuously employed by the company, a \$75 referral fee (less taxes) will be paid with the next payroll.

Gambling

Gambling is prohibited on Company property, or through the use of the Company's property such as computers and telephone equipment.

Gifts and Gratuities

Employees may not request or accept any gift or gratuity (including tips) of any kind from a customer or supplier without the express written authorization of the Franchise Owners.

Fraud, Dishonesty and False Statements

Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, invoice, paperwork, timecard or time sheet, time entry, investigative questionnaire, workplace injury report, or any other Company document. Employees are likewise prohibited from making any materially dishonest or false statement to an employee, vendor, or customer with respect to the performance of the employee's job duties. Under the law, an employee may be held personally liable for making misrepresentations to customers. It is also against the law and against Company policy for an employee to provide, or assist a customer in providing, false or misleading information.

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to a supervisor, Field Leadership, or Human Resources immediately.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity while on duty or on the Company's property, or while off the job which reflects detrimentally on the Company's reputation.

Insubordination

We all have duties to perform and everyone, including supervisors, must follow directions from their supervisor or manager. You shall not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner. For example, employees must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation constitutes insubordination and will not be tolerated. Also, refusing to follow the reasonable, job-related directions of any supervisor or manager is insubordination and will result in disciplinary action, up to and including immediate termination.

Misuse of Property

No employee shall misuse, or use without authorization, equipment, vehicles or other property of the Company, customers, vendors, or other employees of the Company.

Off-Duty Use of Facilities

Except for the meal allowed to be taken within 30 minutes of the end of the employee's shift, employees are prohibited from being on Company premises, in restricted areas, or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the Company may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not required as a condition of employment. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

Outside Employment

It is important that other employment, as well as outside interests, do not interfere in any way with your job with the Company. You should be careful that extra hours of work do not affect the safe performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from your store supervisor, Field Leadership or Human Resources.

Performance Appraisals & Reviews

Managers and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. A formal written performance evaluation may be conducted at the end of an employee's initial period of hire, known as the introductory period. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

Although managers are continuously evaluating an employee's job performance, the Company may also conduct a formal review approximately once a year for each employee. However, they may be conducted more frequently or less frequently, depending upon the business needs of the Company.

Wage and salary increases are based on job performance alone, not length of service or the cost of living. Receiving an evaluation or having your compensation reviewed does not guarantee that you will be given an increase in wage or salary.

Personal Appearance and Behavior

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance with good hygiene, and a courteous disposition. We feel that these qualities are critically important in making a favorable impression on customers and your co-workers. Appropriate attire varies depending upon the employee's position in the Company, as well as work location.

Employees shall dress and present themselves in a businesslike manner that reflects a professional image. Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable.

Employees who are provided Company uniforms shall keep them in a neat and clean condition and must wear them at all times when on duty. In cases of excessive wear or damage, employees must report this information to their supervisor to receive a replacement. Employees who report to work in unacceptable attire, or who are not in compliance with policy may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Jewelry

Due to food safety reasons, there are certain restrictions placed on how or what type of jewelry an employee can wear while on duty. These restrictions consist of:

- No rings except wedding or engagement rings
- No watches or bracelets
- No dangles or clip-on earrings
- Necklaces or chains must be completely inside the uniform
- No Other jewelry is allowed: this includes tongue rings, nose rings etc.
- Service awards or performance pins may be worn on the collar

Hands

- Hands require special attention and must be clean at all times while on duty. Always wash hands before returning to work after breaks or any non-food handling job such as handling cash, stacking cases, clearing trash, cleaning floors, rest room visits, etc.
- Nails must be neatly manicured and clean.

Hair

- Hair must be clean, neat and well groomed
- Hair must be tucked up and under hat or visor. Extreme hair accessories are not allowed
- Head coverings must be worn by all employees to ensure that loose hair does not contaminate food
- Mustache and side burns shall not be excessive and must be neatly trimmed, beards are not allowed

If the supervisor or any member of the management team feels an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until they are properly dressed or groomed. Under such circumstances, the employee will not be compensated for the time away from work. Violation of this policy could result in disciplinary action up to and including termination of employment. Employees should consult their supervisor or manager if they have any questions as to what constitutes appropriate appearance.

Personal Hygiene

In addition to appropriate dress being required, each employee is expected to be well groomed, as appropriate for the work environment. The following requirements are to be adhered to:

- Maintain personal cleanliness
- Oral hygiene (brushing of teeth) required
- Use of deodorant/anti-perspirant to minimize body odors
- No heavily scented perfumes, colognes, or lotions (these can cause allergic reactions, migraines, and respiratory difficulties for some employees)

Personal Mail

All mail which is delivered to the Company is presumed to be related to our business. Mail or packages sent to you at the Company will be opened by office personnel or an authorized company representative and routed to the appropriate location. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

Company postage meters and letterhead may not be used for personal correspondence.

Personal Telephone Calls and Visits

The Company has a limited number of telephone lines, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long-distance calls. Employees will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of the Company's phones. Personal calls during the work hours, regardless of the phones used, can interfere with employee productivity and be distracting to others. Cell phones are not to be carried on the job without specific permission from management. Employees will inform their supervisor of the need to carry a phone. The supervisor will inform upper management and permission for use will be granted/denied on a case-by-case basis. The Company will not be liable for the loss of personal cellular phones brought into the workplace.

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

Poor Performance

You are expected to make every effort to learn your job and to perform at a level satisfactory to the Company at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

Promotions & Advancement

There may be a point in time when an employee is interested in advancement or additional career opportunities with the Company. There are a variety of supervisory and management positions that may be available. For an employee to be eligible for a promotion or career change the employee must display a number of qualities such as, but not limited to enthusiasm, cooperation, a sense of urgency, and the ability to work unsupervised. If an employee is interested in a management position or additional career opportunities with the Company, they must contact their immediate

supervisor, manager, or Field Leadership. The Company strongly encourages employees to let their supervisor know if they are interested in advancement and career opportunities. The Company will be happy to work with any such employees to help them advance.

Personal Relationships with Other Employees

The Company has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of co-workers, 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 employees:

- A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate employee under any circumstances
- If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management employee, the supervisor or manager must disclose the existence of such relationship immediately to the store manager or Field Leadership. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims
- All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or conflicts in the workplace
- All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace

Anyone employed in a managerial or supervisory role need to heed the fact that personal relationships with employees who report to them may be perceived as favoritism, misuse of authority, or potentially sexual harassment. Any relationship that interferes with the company culture of teamwork, the harmonious work environment, or the productivity of employees, may be addressed by applying the progressive discipline policy up to and including employment termination. Questions and clarifications will be addressed by the Store Manager, Field Leadership, or Human Resources.

Responsibility of the Supervisor

The Company values and supports its supervisors who are charged with a number of duties, critical to the work of the Company through the people whom they supervise. The role of the supervisor carries with it a number of responsibilities.

Supervisors are expected to understand and apply, where necessary, the appropriate federal and state laws and to know and administer fairly the policies of the Company. Supervisors must plan work schedules, ensure that employees understand their work responsibilities and how to carry them forward, recognize and reward good performance, correct inadequate performance, and know when and how to discipline and to take action to terminate employment when necessary.

When planning for the needs of the store or their team, supervisors must also try to create a work environment which is collaborative and flexible, while at the same time setting, by example, high standards of expectation and achievement for employees. The same standard of excellence must apply to all, and supervisors must be ready to praise good performers and to discipline or terminate those who cannot or will not accept the standards that have been set.

Supervisors are expected to take advantage of Company resources which are available for improving performance and skills for both themselves and their employees; staff development is a continuing goal.

Sleeping

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job.

Smoking

Smoking is prohibited in all Company buildings and vehicles. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas and not within 20 feet of any entrance to the building. Of course, smoking is prohibited in all areas where paint and flammable materials are present.

Lockers

In certain store locations the Company has supplied lockers for storing personal belongings, however the Company is not liable for any items lost or stolen. Each employee is responsible for providing his or her own lock which must be removed after each scheduled shift. Lockers are for use only during an employee's assigned shift. Although lockers are furnished for the employee's convenience, they remain the property of the Company at all times. Accordingly, the Company reserves the right to inspect the lockers and their contents at any time with or without advanced notice or approval.

Solicitation and Distribution Policy

Our primary goal at the Company is to provide our customers with the best service possible. In order to allow employees to perform their job duties and provide our customers with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees 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.

Theft

Theft of money or property from the Company, your co-workers, or customers is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. The Company reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on the Company's property. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

Workplace Violence Policy

The Company has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, customers, or vendors.

We do not allow fighting, threatening words, or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises. This includes employees who may have a concealed weapons permit.

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

Employees who are subjected to or threatened with violence by a co-worker, customer or vendor, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor or the store manager 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.

Operating Standards

Standard Operating Policies & Procedures

The Company prides itself on the high standards of excellence embodied by our operating principles. The purpose of Operating Standards is to ensure that the Company meets and maintains the threshold for customer service, performance, staffing and appearance standards. Business ethics, and the integrity of business conduct are of the utmost importance to the Company.

Employees of the Company are required to follow store operating standards, and point-of-sale practices and procedures. Employees are responsible for familiarizing themselves with store policies, practices and procedures.

The topics listed below are examples of, but not limited to:

- REV Audit
- Inventory Management
- Store Operations
- Food Safety Procedures and Guidelines
- Store Cleanliness
- Cash Handling and Payment Processing
- Opening/Closing Procedures
- Training compliance
- Social Media
- Loss Prevention & Security
- Brand Standards

It is required that employees maintain knowledge and are up to date on existing and new products, services, policy and procedures.

Procedures and Guidelines

Bulletin and Message Boards

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

Company Keys/Entry Cards

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the store manager or Field Leadership upon separation from the Company. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Company Vehicles

Only authorized employees may operate Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately. Employees who are provided or use a company vehicle have no expectation of privacy during the use or operation of the vehicle. As such the company has a right to monitor the location of Company-owned property.

You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct business or provide transportation for a customer or fellow employee. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of a Company vehicle who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review. Any employee whose duties include the operation of Company vehicle who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

If you receive a traffic citation while operating a Company vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company vehicle, you are required to call 911 and report the accident. You must also report the accident to Field Leadership or Human Resources immediately. The Company can assign and revoke access company vehicles at its discretion.

Use of Personal Vehicles for Business

Only approved employees with an unrestricted, current driver's license and who have adequate insurance coverage may use a personal vehicle to conduct Company business. It is the responsibility of the employee who will operate a personal vehicle to conduct Company business to maintain adequate insurance for each personal vehicle that will be used and the employee must hold a current, unexpired, driver's license at all times they will be driving for business. If the employee no longer meets these requirements, they must let their supervisor know immediately. Hourly non-exempt store employees who are not in a managerial position are not allowed to operate any personal vehicles for company business without prior approval from their Store Manager or Field Leadership.

Conflicts of Interest

Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids an employee 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 Franchise Owners of the Company, 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 Field Leadership and Human Resources and obtain approval in writing.

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 supervisor before taking any action.

Housekeeping

Employees must maintain their work areas and all public areas in a neat and orderly manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees may not litter or discard such items as cigarettes or food 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 supervisor or Field Leadership. It is each employee's responsibility to make sure the work area and all public areas are clean and orderly at the completion of the scheduled work shift.

Meetings

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. You are required to attend all Company meetings involving your store, department, or position, which you have been asked to attend, unless excused in advance by your supervisor.

Parking

So that we will have sufficient and convenient parking for our customers, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

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. 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.

As permitted by the Company or as required by applicable law, your personnel records, or portions thereof, shall be available for inspection and copying.

Reference Checks

All inquiries regarding a current or former employee must be referred to the Payroll Department at the main office, 7548 W. Sahara Ave., Las Vegas, NV 89117, or via email at payroll@glencoelv.com

Should an employee receive a written request for a reference, he/she should refer the request to the Payroll Department for handling. No employee may issue a reference letter to any current or former employee without the permission of the Payroll Department.

Under no circumstances should any employee release any information about any current or former employee over the telephone. All telephone inquiries regarding any current or former employee of must be referred to the Payroll Department.

In response to an outside request for information regarding a current or former employee, the Payroll Department will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former employee, or his/her employment with the Company, will be furnished unless the employee authorizes in writing to furnish this information and that it also releases from liability in connection with the furnishing of this information; or if the Company is required by law.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among the Company's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents, including those which do not involve serious injury and those involving customers, must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Employees must comply with all company and store policies and procedures, including, but not limited to the Health and Safety Policy Manual and R.E.V. Standards.

Manager on Duty

To assist in ensuring a safe environment, it is our policy that a manager must always be on shift. For this policy, a manager is someone who's role regularly requires the supervision of other employees. If a manager is not available, the Store Manager or Field Leadership must be contacted immediately. Leaving a message, voice mail, or sending an email or text message does not qualify as contact if the person does not confirm receipt.

Searches and Inspections

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

Workplace Monitoring

Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security, and customer satisfaction. The Company may conduct video and audio surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft, and misconduct, and discourage or prevent acts of harassment and workplace violence.

The Company is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Technology and Information

Cellular Phones, Smart Phones, Tablets, and Other Handheld Electronic Devices

Excessive use of personal cellular phones, smart phones, tablets, and other handheld electronic devices (“handheld devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using handheld devices for personal purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the Company’s policy.

Employees may not use a handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

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

Recording Devices

Employees are prohibited from taking photographs or making audio or video recordings of our customers or other employees without their expressed permission at any time unless prohibited by law. Employees are prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. These prohibitions include the use of handheld devices equipped with cameras and audio and video recording capabilities. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

Safety Issues for Handheld Devices

Employees are required to refrain from using handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or emails while driving. Regardless of the circumstances, including slow or stopped traffic, you are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via handheld devices.

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

Unless expressly authorized by the Company, using a personal cellular phone for work is not a necessary part of the job. If you feel that your job duties require use of a cellular phone, please seek authorization from a supervisor prior to using your personal cellular phone for work. To the extent possible, employees should conduct Company business by using a Company-provided land line rather than by their personal cellular phones.

The Company reimburses employees for business expenses reasonably incurred in performing their duties, including employees’ mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than what the Company is offering, please contact Field Leadership.

Reimbursement for any expense, including cellular phones, will only be made upon the employee’s timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the employee’s responsibility to seek reimbursement for business expenses during employment with and upon separation from the Company, 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 computers, databases, and personal computers used for Company business, 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 used for Company business include laptops, tablets, or home computers that are connected with the Company’s network on a regular or intermittent basis.

The Company invests in information technology to facilitate the business of the Company. These tools are intended to assist employees with the execution of their job duties and shall not be abused. Employees 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, an employee shall not remove any software, documents, or data from Company IT and shall 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 employee shall 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 the Company’s IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use Company IT in any way that violates the Company’s policy against unlawful harassment, including sexual harassment. By way of example, employees 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. Employees are also prohibited from communicating threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees may not use Company IT in any manner that violates the Company’s Rules of Conduct.
- Employees may not use Company IT in any manner that violates the Company’s Policy on Confidential and Trade-Secret Information.

- Employees 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.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees 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.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games through Company IT.
- Employees 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 an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Company IT.
- Employees 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, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms, and message boards, unless such activity is necessary for business purposes.

Unsolicited Email

Email has become an extremely important and efficient means of communication. However, the abuse of email systems, 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. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use Company IT to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products, and services without prior authorization.
- Promoting 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

Employees should expect that all information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company IT may be accessed by the Company at any time without prior notice. Employees 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.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to the IT Department. Changing passwords or creating new passwords without notifying the IT Department is strictly prohibited. Nothing herein shall require employees to provide usernames, passwords or other information relating to access to an employee's personal social media account.

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 handheld 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, employees 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 Department, and (2) scanning the data for viruses. Any employee who introduces a virus into the Company's system via use of personal software or data shall 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. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into Company IT.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Employees 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. Employees 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 employee who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to Field Leadership or Human Resources.

Protection of the Company's Trade Secrets and Confidential Information

In the course of your employment with the Company, you 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

employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration employees provide to the Company in exchange for your employment and continued employment with the Company, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by you shall remain 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.

Employees are strictly prohibited, at all times during their employment with the Company, except with prior written approval of the Company's Franchise Owner, 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 employee's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Docs account) any documents containing any Trade Secrets/Confidential Information. Employees 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. Employees shall 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.

You shall not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during your term of 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 you prepare, use, or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination of your employment, regardless of whether requested by the Company to do so at the time of your termination, or at the Company's request at any time.

Social Media

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (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 computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Employees are prohibited from the following:

- Disclosing on social media the Company's trade secrets or proprietary and confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property, or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to an employee's own wages, hours and working conditions.
- Disclosing on social media a customer's, vendor's, partner's, or supplier's trade secrets or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents/information that have been designated or marked as business sensitive, confidential/private, intellectual property, or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, or harassment.
- Posting or displaying on social media content that is an intentional public attack on the quality of 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 employee concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by the Company, disclosing or publishing on social media any promotional content about the Company or its products.
- Engaging in activities that involve the use of social media to violate other established Company policies or procedures.
- Using social media while on working time, unless it is being used for Company business and with the authorization of the Company.
- Posting a photograph of a vendor, supplier, or customer on social media without that individual's express permission.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor, Field Leadership or Human Resources.

Employees 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.

Employees 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. Employees 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.

Social media account ownership: To the extent employees are authorized as part of their job duties to use social media account(s) to advance the Company's interests, the Company, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment. Nothing herein shall require an employee to provide user names, passwords or other information relating to the access to an employee's personal social media account.

Unauthorized Interviews

Employees should not speak to the media on the Company's behalf without contacting Human Resources or the Franchise Owners. All media inquiries should be directed to them.

Use of Electronic Signatures

The Company, will at times, utilize an electronic signature in place of a physical signature. Any software or platform used to obtain these signatures meet the requirements under federal law compliance. Wherever possible, the Company encourages employees to do business electronically and use electronic signatures to conduct transactions that may have previously required handwritten signatures on paper documents.

Employees will be asked to provide consent through the software or platform used to capture the signature. Employees may choose not to consent to the use of an electronic signature. However, the Company strongly urges you to consider the benefits of an electronic signature, including better data accuracy, a greener approach to paper management and less of a burden for the Company's administration. If the employee does not consent to e-signature, they must reach out to Field Leadership or Human Resources to coordinate providing a handwritten signature.

By providing your signature, employees agree and consent to receive electronic records of the terms of any forms, documents, and contracts that the Company elects to provide electronically (including, but not limited to, application, new hire documents, enrollment/re-enrollment forms, acknowledgment forms), in lieu of a hard or paper copy thereof. Specifically, you consent to the use of electronic documents, email delivery of documents, and electronic signatures in any communication or agreement involving you and the Company.

An employee has the right to withdraw consent to having records provided in an electronic form. If you wish to withdraw such consent, please contact Human Resources. If you withdraw your consent to receive records in electronic form, the withdrawal of your consent will not affect the legal validity or enforceability of any document that you have previously signed electronically.

In order to access and retain the electronic records, an employee must have: a computer or other device capable of accessing the Internet, an Internet Web Browser, an active email account, and a PDF reader capable of viewing and printing the document, such as Adobe Reader. You also agree to notify Human Resources of any changes to your email address.

You agree and consent that your use of a keypad, mouse, or other device to select an item, button, icon, checkbox, to enter text, or to perform a similar act/action, (e.g., clicking "Submit") constitutes your electronic signature and signifies your intent to be bound. You understand that your electronic signature is legally binding, just as if you manually signed a paper document in ink and an electronic signature may not be invalidated solely on the basis that the signature was electronically obtained.

Changes in Status

Changes in Personnel Records

To keep your personnel records up to date, to ensure that the Company has the ability to contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify the Company promptly of any change of name, address, phone number, number of dependents, or other applicable information. You can update your information at glencoemanagment.greenemployee.com

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources, including requests for references, should be directed to Payroll. No information should be given regarding any employee by any other employee or manager to an outside source. The Company's policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, the Company will also provide information on the amount of salary or wage last earned.

Notice of Resignation

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice to your Store Manager or Field Leadership. Employees leaving the company must return all company-owned or issued property to their manager before the employees last day of employment. These items include:

- Company provided uniforms (shirts, hats, visors, name tags, etc.)
- Keys to the building, Master, and Control keys, desk keys, etc.
- Job related materials such as files, manuals, etc.

Departing employees are advised to confirm their address on the employee self-service portal glencoemanagement.greenemployee.com to ensure that benefits and tax information are received in a timely manner. Final pay will be processed by the next payday unless state law or other procedures dictate otherwise. If there are unpaid obligations to the company, the final electronic payment will reflect the appropriate deductions.

Conclusion

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.

EMPLOYEE ACKNOWLEDGMENT

AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Glencoe Management, Inc. (the "Company") Employee Handbook, and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee 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 Franchisee.

2. I further agree and acknowledge that the Company and I will utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. The Company and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent me or the Company in a lawsuit against the other in a court of law. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"). The FAA applies to this agreement because the Company's business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for unemployment compensation benefits, claims for medical and disability benefits under the state workers' compensation law, or as may otherwise be required by state or federal law. I and the Company acknowledge that by signing or refusing to sign this Agreement, I make no representation or demonstration of support or rejection of concerted activity. However, nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, or the Nevada Equal Rights Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). **By this binding arbitration provision, both I and the Company give up our right to trial by jury of any claim I or the Company may have against each other.**

3. I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, enforceability, or scope of this Agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. This Agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

4. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired Nevada federal or state court judge, or an otherwise qualified individual to whom the parties mutually agree. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings under Nevada law shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be protected by the absolute litigation privilege applicable under Nevada state law. The arbitrator's awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to notions of "just cause") other than such controlling law.

5. If any term or provision or any portion of this Agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, or other similar basis.

By signing below, I acknowledge that I have received a copy of the Glencoe Management, Inc. (the "Company") Employee Handbook, and I will familiarize myself with its contents.

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

I FURTHER UNDERSTAND AND AFFIRMATIVELY AGREE TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT, AND I AGREE TO GIVE UP MY RIGHT TO HAVE ANY SUCH CLAIMS HEARD OR DECIDED BY A JURY, AND/OR ON A CLASS OR COLLECTIVE BASIS.

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

Print Full Name

Signature

Date