

**A'BriTin
Exempt Employee
Handbook**

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ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with A'BriTin. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. A'BriTin adheres to the policy of employment at will, which permits the A'BriTin or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No A'BriTin representative other than the Head of Human Resources may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be signed and in writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate A'BriTin documents. These A'BriTin documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general A'BriTin guidelines. The A'BriTin may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the Head of Human Resources.

This handbook supersedes all prior handbooks.

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Section 1 - Governing Principles of Employment

1-1. Introduction

For employees who are commencing employment with A'BriTin ("A'BriTin" or " A'BriTin"), on behalf of A'BriTin, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

We would like to extend our personal best wishes for success and happiness here at A'BriTin. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Seth & Dawn Brittain, Owners

1-2. The A'BriTin Way - The 10 I's and We's

1. I am A'BriTin - I own my position on the team.
2. I am Accountable for my Continuous Development - A better me is a better A'BriTin
3. I Have Integrity - It's what I do when no one is watching
4. I Keep Everyone Informed - I communicate so there's no surprises
5. I Make Responsible Decisions - I think like an owner
6. We Expect to be the Best in our Industry - We hire top talent and help them reach their full potential
7. We Deliver for our Clients - Every day, every client
8. We Believe in Balanced Lives - We cherish family, community and life-work balance
9. We Create a Positive & Safe Work Environment - We recognize, reward and celebrate the good stuff
10. We Promote Fun and Laughter on a Daily Basis - Work hard, play harder

1-3. Reasonable Accommodations & Interactive Dialogue

A'BriTin is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom A'BriTin has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact the Head of Human Resources. Accommodation requests can be made in writing using a form which can be obtained from the Head of Human Resources. If an individual who has requested an accommodation has not received an initial response within five (5)



business days, the employee should contact the Head of Human Resources.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, A'BriTin will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, A'BriTin may initiate an interactive dialogue under certain circumstances, such as when A'BriTin has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event A'BriTin initiates an interactive dialogue with an employee, it should not be construed as A'BriTin's belief an individual requires an accommodation, but will serve as an invitation for the employee to share with A'BriTin any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, A'BriTin will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how A'BriTin may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, A'BriTin will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. A'BriTin is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, A'BriTin reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

A'BriTin will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

A'BriTin will not allow any form of retaliation against employees who have requested an accommodation, for whom A'BriTin has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the Head of Human Resources.

1-4. Equal Employment Opportunity

A'BriTin is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, familial status, veteran status, sexual orientation, genetic information, public assistance, local human rights commission activity or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment

A'BriTin will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If an employee needs assistance to perform his or her job duties because of a physical or mental condition, the employee should inform the Head of Human Resources and/or Owners. Employees may also contact the ADP MyLife Advisors at (800) 554-1802.

A'BriTin will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on A'BriTin's operations. If an employee wishes to request such an accommodation, the employee should speak to the Head of Human Resources and/or Owners. Employees may also contact the ADP MyLife Advisors at (800) 554-1802.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second level supervisor.

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Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain. Employees may also contact the ADP MyLife Advisors at 800-554-1802 if they are uncomfortable for any reason using the above procedure. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge.

1-5. Non-Harassment

It is A'BriTin's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by A'BriTin.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on A'BriTin premises, while on A'BriTin business (whether or not on A'BriTin premises) or while representing A'BriTin. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Head of Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, A'BriTin will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-6. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect A'BriTin property, and to ensure efficient operations, A'BriTin has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for A'BriTin.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on A'BriTin premises, while on A'BriTin business (whether or not on A'BriTin premises) or while representing A'BriTin, is strictly prohibited. Employees and other individuals who work for A'BriTin also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the



extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

A'BriTin maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any A'BriTin employee, including themselves.

1-7. Workplace Violence

A'BriTin is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to A'BriTin and personal property.

A'BriTin does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, A'BriTin specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, A'BriTin does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in A'BriTin policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any A'BriTin employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto A'BriTin premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede A'BriTin's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If A'BriTin determines, after an appropriate good faith investigation, that someone has violated this policy, A'BriTin will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for A'BriTin to be aware of any potential danger in its offices. Indeed, A'BriTin wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.



1-8. Corrective Action

Corrective action at A'BriTin is progressive. That is, the action taken in response to a rule infraction or violation of standards, typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Performance Improvement Plans (PIP) may also be used as corrective action, separate or paired with a formal warning, write-up, or other disciplinary actions. Generally, a PIP is given to course correct an employee's work and provide metrics for improvement.

Though committed to a progressive approach to corrective action, A'BriTin considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment and/or company vehicles without prior authorization by senior management, untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations of A'BriTin to a customer, a prospective customer, the general public, or an employee.



Section 2 - Operational Policies

2-1. Probationary Period for New Employees

The probationary period for regular full-time exempt and regular part-time exempt employees lasts for 90 days from date of hire. During this time, employees have the opportunity to evaluate A'BriTin as a place to work and management has its first opportunity to evaluate the employee. During the introductory period, both the employee and A'BriTin have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 90-day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain A'BriTin standards for job performance and behavior.

2-2. Employee Classifications

For purposes of this handbook, all A'BriTin employees fall within one of the classifications below.

Full-Time Employees (exempt) - Employees who regularly work at least 40 hours per week who were not hired on a short-term basis.

Part-Time Employees (exempt) - Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

Short-Term Employees or Seasonal Employees (non-exempt) - Employees who were hired for a specific short-term project, seasonal needs, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for A'BriTin benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-3. Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing the Head of Human Resources of any changes. Employees also should inform the Head of Human Resources of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.



2-4. Right to Review Personnel Records

Under Minnesota law, active employees have the right to review their personnel record once every six (6) months. Employees who leave A'BriTin may review their personnel record once every year as long as A'BriTin maintains the personnel record.

To review their personnel record, employees must make a good faith request in writing to the Head of Human Resources. Employees may also request a copy of the record at the time they review it. The copy will be made available to the employee at no cost.

A'BriTin will provide employees an opportunity to review their personnel record within seven (7) working days of the written request or within 14 working days of the written request if the personnel record is physically located outside of Minnesota.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require employee access to information that is not contained in the personnel record.

If employees dispute information contained in their personnel record, they may request that it be removed from the record. However, if A'BriTin does not agree the information should be removed, the employee may submit a written response to the denial (not to exceed five (5) pages).

No action can be taken against employees who appropriately ask to review their personnel records.

If employees are improperly denied their rights as provided by this law, the law provides certain remedies.

This notice only describes some of the employee's rights under the law. For more information, the Minnesota statutes detailing employee rights can be found at Minnesota Statutes, § 181.960 through Minnesota Statutes §181.965. These laws can be found on the internet at <https://www.revisor.mn.gov/pubs/> or in public libraries throughout the state.

2-5. Working Hours and Schedule

A'BriTin office hours are 9:00 am to 5:00pm, Monday through Friday. Events and event schedules can be at any time and day of the week.

Employees will be assigned a work schedule based on their job classification and location and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point A'BriTin may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided rest periods as required by law. A supervisor will provide further details.

2-6. Remote Work/Telecommuting

A'BriTin may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by A'BriTin. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by A'BriTin at any time and at the discretion of A'BriTin. Employees also may discontinue the arrangement but may not be guaranteed office space at A'BriTin's location.

At-Will Employment



This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by A'BriTin or employee without notice, cause, or liability.

Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to A'BriTin's timekeeping system and take rest and meal breaks as if in A'BriTin's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any A'BriTin-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by A'BriTin.

Duties

Employees are expected to follow all existing A'BriTin policies and procedures. The duties, obligations, responsibilities, and conditions of employment with A'BriTin remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing A'BriTin policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on A'BriTin premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisors or manager immediately and complete all necessary and/or requested documents regarding the reported injury. A'BriTin assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of A'BriTin's security requirements. If A'BriTin provides equipment for home use, employees agree to provide a secure location for A'BriTin-owned equipment and will not use, or allow others to use, such equipment for purposes other than A'BriTin business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by A'BriTin. A'BriTin will bear the expense of removal of any such equipment, linkages, and installations provided by A'BriTin upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release A'BriTin from any damage or liability incurred in the installing or removal of the equipment provided by A'BriTin.

Return of A'BriTin Property

All equipment, records, and materials provided by A'BriTin will remain A'BriTin property. Employees agree to return A'BriTin equipment, records, and materials upon request. All A'BriTin equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.



Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, A'BriTin will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to A'BriTin's policies prohibiting the nonbusiness use or dissemination of A'BriTin's confidential business information. Employees will take all appropriate steps to safeguard A'BriTin's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding A'BriTin's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact the Head of Human Resources.

2-7. Lunch and Break Periods

Full-time exempt and part-time exempt are allowed a 30 minute break period to be held on or off site. All breaks should not interfere with work activities and should be taken responsibly.

All full-time non-exempt and part-time/season non-exempt employees must follow breaking periods laid out by Minnesota law.

2-8. Artificial Intelligence

A'BriTin recognizes that the use of AI tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the Head of Human Resources. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from the Head of Human Resources and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following A'BriTin's data retention



and disposal policies.

2-9. Your Paycheck

Employees will be paid weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, A'BriTin is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Workforce Support immediately so A'BriTin can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

2-10. Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes through ADP. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

For any questions or concerns regarding hours worked, late or missing IN/OUT punches or scheduling, please contact WorkforceSupport@abritin.com.

2-11. Overtime

When A'BriTin experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.



2-12. Tips and Gratuity

Employees are entitled to 100% of all tips given by a client for their event. A'BriTin does not keep any portion as a "house fee" or "admin fee". Tips are generally provided either before the event, during the event, or after the event. Depending on the type of event, types of positions working, and directive from the client, tips are to be split up 80% toward catering and 20% toward bartenders. If there is a Captain at the event, a tip will be split 85% towards catering and 15% towards bartenders. This is because bartenders have the opportunity throughout the evening to collect tips from guests while servers do not. For all tip questions, comments or concerns, please contact WorkforceSupport@abritin.com.

Cash Tips - must be split between all staff on-site. Cash should never come back to the office.

Pre-Tips - when a client tips on their bill, prior to completion of the event. This will be on your next payroll check.

Tip at Event - when a client provides a tip check at the event. This is to come back to the office to be recorded and included on your next payroll check.

Post-Tips - when a client provides a tip day(s) after the event. This will be recorded and included on your next payroll check.

Plated Events/Event Production - for plated style events, 5% of charged Event Production will be split between all catering staff that worked on the event.

2-13. Direct Deposit

A'BriTin strongly encourages employees to use direct deposit. Authorization forms are available from Workforce Support though should be completed by employees within their ADP portal for security and time-saving purposes.

2-14. Salary Advances

A'BriTin does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

2-15. Safe Harbor Policy for Exempt Employees

It is A'BriTin's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for A'BriTin. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or

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- practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because A'BriTin has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Workforce Support or any other supervisor in A'BriTin with whom the employee feels comfortable.

2-16. Wage Disclosure Protections

Under Minnesota law, an employer may not:

1. require nondisclosure by employees of their wages as a condition of employment;
2. require employees to sign a waiver or other document which purports to deny them the right to disclose their wages; or
3. take any adverse employment action against employees for disclosing their own wages or discussing another employee's wages which have been disclosed voluntarily.

Nonetheless, this policy should not be construed to:

1. create an obligation on A'BriTin or on employees to disclose wages;
2. permit employees, without the written consent of A'BriTin, to disclose proprietary information, trade secret information or information that is otherwise subject to legal privilege or protected by law;
3. diminish any existing rights under the National Labor Relations Act; or
4. permit employees to disclose wage information of other employees to a competitor of A'BriTin.

An employer may not retaliate against the employee for asserting rights or remedies set forth in this policy.

Employees may bring a civil action against A'BriTin for a violation of this policy. If a court finds that A'BriTin has violated this policy, the court may order reinstatement, back pay, restoration of lost service credits, if appropriate, and the expungement of any related adverse records of the employee who was the subject of the violation.



2-17. Performance Review

Depending on the employee's position and classification, A'BriTin endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, A'BriTin encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2-18. Record Retention

A'BriTin acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against A'BriTin and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving A'BriTin that may have an impact on record retention protocols.

2-19. Open Door Policy

All employees have the opportunity to express ideas and opinions to management. A'BriTin believes that open communication is essential to a successful work environment, as well as to A'BriTin's success. All employees may express ideas and opinions directly to A'BriTin management. Employees who would like to bring an idea or suggestion to A'BriTin's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedures, are always welcome to send an email or make a call to Human Resources.



Section 3 - Benefits

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is A'BriTin's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs A'BriTin provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Head of Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, A'BriTin (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While A'BriTin intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Head of Human Resources.

3-2. Paid Holidays

Full-time (exempt) employees will be paid for the following holidays:

New Year's Day

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Day after Christmas

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular



straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of A'BriTin.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of A'BriTin.

3-3. Paid Time Off

At A'BriTin, we genuinely value our employees and understand the importance of taking time off for rest and relaxation. We encourage all our team members to maximize their paid time off. Whether you need a break to go on vacation or take care of personal affairs, we have you covered. After all, a happy and well-rested employee is a productive employee!

PTO is available to regular full-time employees. Accrual periods start on the anniversary of the original hire date and are accrued bi-weekly.

The specifics of how it's accrued are outlined below.

- 1 (one) to 2 (two) years of service accrues 80 hours over 12 months or 26 pay periods.
- 3 (three) to 4 (four) years of service accrue 120 hours over 12 months or 26 pay periods
- 5 (five) years of service and beyond accrues 160 hours over 12 months or 26 pay periods

Full-time (exempt) employees' accrual rates will be discussed and agreed upon at the time of hire and can be found within the employee's offer letter.

Unless otherwise required by law, paid time off should be taken during the year received. Accrued, unused paid time off can be carried over to the following calendar year up to 40 hours.

If employees wish to consecutively use three (3) or more full days of paid time off, they must submit a request to their manager at least two (2) weeks before the requested time off. Similar notice should be provided for planned time off a shorter duration. Every effort will be made to grant requests consistent with operating schedules. However, if too many people request the same time off, A'BriTin reserves the right to choose who may take time off during that period. Individuals with the most extended length of service will generally be given preference.

Suppose employees are out of work due to illness or any other emergency for which notice cannot be provided. In that case, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. If they call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note when they return to work.

3-4. Sick and Safe Time

Eligibility. A'BriTin provides sick and safe time (SST) to employees who perform work within Minnesota for at least 80 hours in a year. For employees who work in Minnesota and are eligible for sick and safe time under the general policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issues. For exempt employees who accrue PTO, your PTO policy will reflect necessary or greater than necessary paid hours to satisfy Sick and Safe Time requirements by law.

Accrual. Employees begin to accrue SST at the start of employment. Employees accrue one (1) hour for every 30 hours worked, up to a maximum annual accrual of 48 hours each year. Additionally, employees' total SST accrual balance may not

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exceed 80 hours at any time ("overall accrual cap"). Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year can be any regular and consecutive twelve-month period as determined by A'BriTin and clearly communicated to each employee of A'BriTin.

Usage. Employees can begin to use granted or accrued SST immediately. SST may be used in the smallest increment of time tracked by A'BriTin's payroll system.

Employees may use SST for the following reasons:

1. The employee's own mental or physical illness, injury, or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or the employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury, or health condition who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or care for a family member who needs preventive medical care;
3. Absences due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or to seek legal advice or take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic abuse, sexual assault, or stalking;
4. The closure of the employee's place of business due to weather or other public emergency;
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
6. The employee's inability to work or telework because the employee is:
 - i. Prohibited from working by A'BriTin due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - ii. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or A'BriTin has requested a test or diagnosis; and
7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, "family member" means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship, or one individual annually designated by the employee. The family members listed above are not limited to biological family members, but also include step-, foster, adoptive, half-relations, and those who stand in loco parentis and legal guardians.

Unless the employee advises A'BriTin. otherwise, A'BriTin. will assume, subject to applicable law, that employees want to use available SST for absences for reasons set forth above and employees will be paid for such absences to the extent they have SST available.

Employees will be provided with SST balance and usage information on their pay statement.

Notice and Documentation. When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to their Manager and/or the Head of Human Resources. When the need to use SST is not foreseeable, employees must provide notice to their Manager and/or the Head of Human Resources as soon as practicable. For SST of more than three (3) consecutive workdays, employees may also be required to provide reasonable documentation that SST was taken for a covered

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reason. For example, for SST used for reasons (1), (2), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of SST taken and that SST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for SST used for reason (3) above, documentation signed by the employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment. SST is paid at the same hourly rate as the employee's rate of pay for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued, unused SST may be carried over to the following year, but as indicated above, there is an overall accrual cap of 80 hours. Once the overall accrual cap is reached, SST will stop accruing until some SST is used.

Accrued, unused SST will not be paid upon separation.

Enforcement & Retaliation. Employees may be subject to discipline for using SST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned SST is prohibited.

Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied SST, retaliated against, or that their rights to SST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact the Head of Human Resources.

3-5. Nursing Mothers, Lactating Employees, and Pregnancy Accommodations

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law, Minn. Stat. § 181.939, gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence, or modification in work schedule or tasks. Employers cannot require employees to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private, and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate or to take negative action against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.



3-6. Health and Safety

The health and safety of employees and others on A'BriTin property are of critical concern to A'BriTin. A'BriTin intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on A'BriTin's premises, or in a product, facility, piece of equipment, process or business practice for which A'BriTin is responsible should be brought to the attention of management immediately.

Periodically, A'BriTin may issue rules and guidelines governing workplace safety and health. A'BriTin may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

3-7. Nurse Navigator Program

A'BriTin is enrolled in the Nurse Navigator Program through ADP TotalSource. Any and all injuries or illnesses that are work-related and/or happen on work premises must be recorded through the Nurse Navigator Hotline (888) 551-5605. This hotline is available to all employees regardless of status, available 24 hours a day, 7 days a week, 365 days a year. Here a registered nurse will advise on next steps as well as start a Workers Compensation case, if applicable.

For all serious and life-threatening emergencies, CALL 911 immediately.

3-8. Workers' Compensation

On-the-job injuries are covered by A'BriTin's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow A'BriTin procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-9. Jury Duty

A'BriTin realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for A'BriTin during such week.



3-10. Crime Victims Leave

Employees who are victims of a violent crime and are subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case. Employees who are a victim's spouse or immediate family member may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case.

Employees must give 48 hours' advance notice of the request for time off pursuant to this policy, unless impracticable or an emergency prevents the employee from doing so.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by A'BriTin.

3-11. Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to 3 workdays to assist in attending to obligations and commitments.

For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, in-laws, direct relatives or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, A'BriTin may require verification of death.

We understand that the death of a family member can be a difficult time for employees. If an employee is a full-time worker and has lost a close relative, we offer up to 24 hours of paid time off at regular pay to allow them to attend to their obligations and commitments during this time. You will record your time under the Bereavement time off selection. We aim to support our employees during such challenging times and help them cope with their loss in a compassionate and understanding manner.

For this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, in-laws, direct relatives, or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor before commencing bereavement leave. In administering this policy, A'BriTin may require verification of death.

3-12. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

3-13. Insurance Programs

Full-time employees may participate in A'BriTin's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Head of Human Resources with any further questions.



3-14. Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between A'BriTin and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-15. Salary Continuation

A'BriTin provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by A'BriTin. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

3-16. Employee Assistance Program

A'BriTin provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through Human Resources.

3-17. Transportation Reimbursement Program

A'BriTin provides a Transportation Reimbursement Program which allows all employees to pay for eligible transportation expenses with pre-tax income. Employees may participate on the first of the month after one (1) month of employment. The program works similarly to a Flexible Benefits Program, in which employees elect to have a portion of pre-tax income transferred to an account for future reimbursement for transportation expenses. The amount of contributions is subject to IRS limits which generally change every year. Upon becoming eligible to participate in this plan, employees will receive a Summary Plan Document (SPD) describing the benefit in greater detail. Employees should refer to the SPD for detailed plan information. Of course, employees also should feel free to speak to the Head of Human Resources if they have any further questions.

3-18. Employee Referral Awards

A'BriTin encourages all employees to refer qualified job applicants for available job openings. Other than managers in the line of authority and all Human Resources personnel, all employees are eligible to receive employee referral awards. When making referrals, instruct the applicant to list the employee's name on their employment application as the referral source. If the referral is hired and completes 3 months of service and the employee is still the employee of A'BriTin, the employee is eligible to receive a monetary award. The reward is currently a gross amount of \$200 for regular part-time hires and \$200 for regular full-time hires.



3-19. Retirement Plan

Eligible employees are able to participate in A'BriTin's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Head of Human Resources if there are any further questions.



Section 4 - Leaves of Absence

4-1. Personal Leave

If employees are ineligible for any other A'BriTin leave of absence, A'BriTin, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to A'BriTin in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, A'BriTin will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by A'BriTin will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any A'BriTin-provided Short-Term Disability Leave of Absence.

4-2. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that A'BriTin can maintain proper coverage while employees are away.

4-3. Family Military Leave

Any employee who is the grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiance or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency ("mobilized service member") is eligible for an unpaid leave of absence of up to one (1) day per calendar year in order to attend a send-off or homecoming ceremony for the mobilized service member. Employees are asked to give A'BriTin as much notice of their intent to take this leave as is practicable under the circumstances.

Additionally, any employee who is the parent, child, grandparent, sibling or spouse of a member of the United States armed



forces who has been injured or killed while engaged in active service is eligible for an unpaid leave of absence for up to 10 days. The employee must give A'BriTin as much notice of intent to take this leave as is practicable. Any accrued paid time off which is used during this period will run concurrently with leave under this policy and will not extend the length of leave.

4-4. Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of paid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by A'BriTin. Reasonable notice of leave must be provided.

4-5. Organ Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of paid leave for the purposes of donating an organ or partial organ to another person. Verification of donation and the length of leave needed may be required by A'BriTin. Reasonable notice of leave must be provided.

4-6. Family and Medical Leave for Employers Covered by the FMLA

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Minnesota Pregnancy & Parental Leave Act (MPPLA). This policy provides employees with information concerning FMLA and/or MPPLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or MPPLA leave, they should contact the Head of Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by A'BriTin for at least 12 months (which need not be consecutive); 2) have been employed by A'BriTin for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

All employees who work in Minnesota are "MPPLA eligible employees."

II. Entitlements

The FMLA and MPPLA provide eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration.

A. Basic FMLA and MPPLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. The MPPLA provides eligible employees up to 12 workweeks of unpaid leave for:

1. The birth or placement for adoption of a child; or
2. For a female employee's prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

MPPLA leave for the birth or adoption of a child may begin not more than 12 months after the birth or adoption, except that where the child must remain in the hospital longer than the childbearing parent, the leave may not begin more than 12 months after the child leaves the hospital. It is A'BriTin's policy to provide the greater leave benefit provided under the FMLA or MPPLA



and to run leave concurrently under the FMLA and MPPLA whenever possible. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care—FMLA only);
- To care for the employee's spouse, son, daughter, or parent (but not in-law) who has a serious health condition (FMLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth, or related health condition) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job (FMLA only, except under the MPPLA, for a employee's own prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions); and/or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." "Covered servicemembers" also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five- (5-)year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave



The taking of another job while on FMLA/MPPLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA/MPPLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave.

F. Restoration of Employment and Benefits

At the end of FMLA/MPPLA leave, subject to some exceptions, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. Under the FMLA only, reinstatement also may be denied where job restoration of "key employees" will cause A'BriTin substantial and grievous economic injury. A'BriTin will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA/MPPLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/MPPLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from A'BriTin telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of:

1. Their rights and responsibilities in connection with such leave;
2. A'BriTin's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
3. The amount of leave, if known, that will be counted against the employee's leave entitlement.

A'BriTin may retroactively designate leave as FMLA leave with appropriate written notice to employees provided A'BriTin's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, A'BriTin and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA/MPPLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA/MPPLA leave must timely notify A'BriTin of their need for FMLA/MPPLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the Head of Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow A'BriTin to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant or have been hospitalized overnight;
- They or a covered family member are under the continuing care of a health care provider;
- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country; or
- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.



Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to A'BriTin's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which A'BriTin has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

For MPPLA, the notice of the need for leave should include the date the leave will commence and the estimated duration of the leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA/MPPLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide A'BriTin notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Employees returning from MPPLA leave longer than one (1) month also must provide notice of their return from leave to the Head of Human Resources at least two (2) weeks in advance.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with A'BriTin and make a reasonable effort to schedule treatment so as not to unduly disrupt A'BriTin's operations, subject to the approval of the employee's health care provider. Employees must consult with A'BriTin prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both A'BriTin and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, A'BriTin may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, A'BriTin may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise A'BriTin of the reasons why such leave is medically necessary. In such instances, A'BriTin and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting A'BriTin's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide A'BriTin with timely, complete, and sufficient medical certifications. Whenever A'BriTin requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after A'BriTin's request, unless it is not practicable to do so despite the employee's diligent, good-faith efforts. A'BriTin will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. A'BriTin will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.



With the employee's permission, A'BriTin (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide A'BriTin with authorization allowing it to clarify or authenticate certifications with health care providers, A'BriTin may deny FMLA leave if certifications are unclear.

Whenever A'BriTin deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or servicemember. If employees can provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If A'BriTin has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at A'BriTin's expense. If the opinions of the initial and second health care providers differ, A'BriTin may, at its expense, require employees to obtain a third, final, and binding certification from a health care provider designated or approved jointly by A'BriTin and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, A'BriTin may require employees to provide recertification of medical conditions giving rise to the need for leave. A'BriTin will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide A'BriTin medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. A'BriTin may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active-duty status of a military member, A'BriTin may require employees to provide:

1. A copy of the military member's active-duty orders or other documentation issued by the military indicating the military member is on active duty or call to covered active-duty status and the dates of the military member's covered active-duty service; and
2. A certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, A'BriTin may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, A'BriTin may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and MPPLA Leave

Employees may use any accrued paid time while taking unpaid FMLA and/or MPPLA leave.



The substitution of paid time for unpaid FMLA and/or MPPLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA/MPPLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/MPPLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave. Unless A'BriTin notifies employees of other arrangements, whenever employees are receiving pay from A'BriTin during FMLA/MPPLA leave, A'BriTin will deduct the employee's portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MPPLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by A'BriTin upon leave.

A'BriTin's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, A'BriTin will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse A'BriTin for the cost of the premiums A'BriTin paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/MPPLA Leave with Other Leave Policies

The FMLA and MPPLA do not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, FMLA leave will run concurrently with MPPLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MPPLA leave is either not available or exhausted, please consult A'BriTin's other leave policies in this handbook or contact the Head of Human Resources.

V. Questions and/or Complaints about FMLA/MPPLA Leave

If employees have questions regarding this FMLA/MPPLA policy, they should contact the Head of Human Resources. A'BriTin is committed to complying with the FMLA/MPPLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/MPPLA.

The FMLA makes it unlawful for employers to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA; or
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Head of Human Resources immediately. A'BriTin will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the U.S. Department of Labor or may bring private lawsuits alleging FMLA violations.



4-7. Domestic Abuse or Harassment Leave

Employees are entitled to reasonable unpaid time off to obtain or attempt to obtain an order of protection and/or other relief from a court related to domestic abuse or harassment.

The employee who is absent from the workplace shall give 48 hours' advance notice to A'BriTin except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by A'BriTin.

4-8. School Conference and Activities Leave

A'BriTin will provide employees with up to 16 hours of leave during any 12-month period to attend school conferences or school-related activities related to the employee's child (including conferences related to a pre-kindergarten program or child care services), provided the conferences or school-related activities cannot be scheduled during nonwork hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt A'BriTin's operations. Leave under this policy is unpaid. However, the employee may substitute accrued paid time off for leave under this policy.

4-9. Medical Leave and Family Care (MLFC)

Eligibility

The Company provides leaves of absence without pay to eligible employees for any of the following reasons:

1. the birth of a son or daughter and to care for such son or daughter;
2. the placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter;
3. to care for a spouse, son, daughter or parent ("covered family member") with a serious health condition;
4. because of your own serious health condition which renders you unable to perform an essential function of your position; or,
5. Because of any qualifying exigency (as defined under the Federal Family Medical Leave Act arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement.

For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions. In the event that state or federal law provides for greater rights than provided by this policy, it is the Company's policy to govern its actions in accordance with those laws. For example, state law may extend MLFC leave entitlements to civil union and domestic partners.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post deployment reintegration briefings.



Amount of Leave Available

Eligible employees are normally granted leave up to a maximum of 12 weeks within a 12-month rolling period measured backward from the date of any leave usage.

Where permitted by law, MLFC leave exhausts while using leave under federal, state or local family and medical leave laws. Unless otherwise provided by law, for purposes of this policy, leave usage includes leave provided pursuant to this policy or leave previously granted under state or federal leave laws (i.e. Emergency Family and Medical Leave Expansion Act under the Families First Coronavirus Response Act "FFCRA").

MLFC leave must be used in one-week increments unless it is exhausting concurrently on an intermittent basis with a state or federal law (i.e. FFCRA), or another applicable employer exception applies. Exceptions to this minimum increment requirement will be considered to accommodate protected disabilities and as otherwise required by law. Employees will also be required to exhaust any accrued paid leave time while taking unpaid leave.

If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Extensions will be provided based on operational requirements and business needs. However, benefits will only be provided for the initial maximum of 12 weeks after which time the employee may apply for benefits continuation under COBRA.

Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic MLFC leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other MLFC-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes MLFC leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

This policy adopts the definition of a "serious injury or illness" under the federal FMLA for current members of the Armed Forces and covered veterans. This definition is distinct from the definition of "serious health condition" applicable to MLFC leave to care for a covered family member (discussed above).

How to Request Leave

Employees may request leave only after having been employed for one year. Exceptions to the service requirement will be considered to accommodate protected disabilities. Eligible employees should make requests for leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Certification Requirements

Employees may be required to provide written documentation from their health care provider supporting the need for leave including a detailed explanation of the medical reason why the employee requires a leave of absence, any accommodations that might enable the employee to return to work, and the health care provider's opinion (supported by medical reasoning) as to the likely date the employee will return to work, if known.

In the case of leave to care for a covered family member, employees may be required to provide documentation substantiating the need for leave. This would include, for example, a statement from the family member's healthcare provider indicating that the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety.



Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave. Any changes in this information should be promptly reported to Company.

Company Communications with Medical Professionals

We seek to work cooperatively with medical professionals to make informed individualized assessments about our employees' ability to work and/or be at work. To accomplish this goal, from time to time, and as permissible by law, we may need to obtain additional medical information from your treating physician or other medical professionals we might retain to offer an opinion on your ability to work or be at work. While we expect you to comply with these requests, if you have any concerns about providing such information, you should contact your supervisor or appropriate Company representative so we can attempt to address them. While we will assist you, it is your responsibility to see that your treating physician provides the information we request.

Continuation of Health Insurance Benefits while on Leave

Health insurance benefits will be provided by Company for a maximum of 12 weeks (or 26 weeks for injured servicemember leave) under the same terms that would have applied had the employee not taken leave. Employees remain responsible for payment of the employee contribution while on leave. Payment must be received by the [date] of each month. Failure to make timely payments may result in a termination of health insurance benefits.

Employees who exceed the 12 (or 26 for injured servicemember leave) week maximum period of leave will become responsible for the full costs of these benefits and may apply for benefits continuation under COBRA. When the employee returns from leave, benefits will again be reinstated on the first of the month following the employee's return to work.

Returning from Leave / Job Restoration

An employee on leave is requested to provide the Company with at least two weeks advance notice of the date the employee intends to return to work so that an employee's return to work can be properly scheduled.

Employees returning from leave for the employee's own serious health condition may be required to submit a health care provider's verification of their fitness to return to work.

Job restoration is not guaranteed. However, when a leave ends, the Company will make reasonable efforts to reinstate the employee to the same position previously held by the employee if it is available. If it is not available, the Company will make reasonable efforts to reinstate the employee to an equivalent position for which the employee is qualified and if an equivalent position is not available, then to a lower level position.

If an employee fails to return to work on the agreed upon return date, the Company may assume that the employee has resigned.

Contact Information

Any questions regarding this policy should be directed to the ADP TotalSource Leaves Administration Team at 866-400-6011 or by email TotalSource.FMLA@adp.com.



Please contact the ADP TotalSource Leaves Administration Team at 866-400-6011 or by email TotalSource.FMLA@adp.com and your payroll partners if you believe this policy was inadvertently concurrently applied with the Emergency Paid Sick Leave Act of the FFCRA.

4-10. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a state general or primary election, vote in an election to fill a vacancy in the federal or state Senate or House of Representatives, vote in a presidential primary or serve as an election judge, employees may take off working time to vote or serve as an election judge. Time for voting should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed voting leave on Election Day without loss of pay or retaliation. Where possible, supervisors should be notified of the need for leave to vote in advance of Election Day.

Time for serving as an election judge is allowed on Election Day without loss of pay, except that pay may be reduced by any amount the employee is paid for serving as an election judge by the appointing authority during the time the employee was absent from the place of employment. Employees must give at least 20 days written notice to take time to serve as an election judge. The written notice must be accompanied by a certification from the appointing authority, stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The Company may restrict the number of individuals who may be absent from work for the purpose of serving as an election judge to no more than 20% of the total workforce at any single worksite.



Section 5 - General Standards of Conduct

5-1. Workplace Conduct

A'BriTin endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in A'BriTin's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing A'BriTin property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of A'BriTin's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of A'BriTin's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on A'BriTin property.
11. Willful or careless destruction or damage to A'BriTin assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of A'BriTin's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of A'BriTin policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and A'BriTin reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. A'BriTin will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, A'BriTin will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. Punctuality and Attendance

Employees are hired to perform important functions at A'BriTin. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are

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expected to notify supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with A'BriTin.

5-3. Use of Communications and Computer Systems

A'BriTin's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other A'BriTin policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of A'BriTin systems.

A'BriTin may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when A'BriTin deems it appropriate to do so. The reasons for which A'BriTin may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that A'BriTin operations continue appropriately during the employee's absence.

Further, A'BriTin may review Internet usage to ensure that such use with A'BriTin property, or communications sent via the Internet with A'BriTin property, are appropriate. The reasons for which A'BriTin may review employees' use of the Internet with A'BriTin property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that A'BriTin operations continue appropriately during the employee's absence.

A'BriTin may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

A'BriTin's policies prohibiting harassment, in their entirety, apply to the use of A'BriTin's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since A'BriTin's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-4. Use of Social Media

A'BriTin respects the right of any employee to maintain a blog or web page or to participate in a social networking, X (formerly Twitter) or similar site, including but not limited to Facebook and LinkedIn. However, to protect A'BriTin interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as X (formerly Twitter) or similar site, during work time or at any time with A'BriTin equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking



platforms, such as X (formerly Twitter), Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, X (formerly Twitter) or similar site or on someone else's, if the employee mentions A'BriTin and also expresses either a political opinion or an opinion regarding A'BriTin's actions that could pose an actual or potential conflict of interest with A'BriTin, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not A'BriTin's position. This is necessary to preserve A'BriTin's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, X (formerly Twitter) or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. A'BriTin policies apply equally to employee social media usage.

A'BriTin encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-5. Personal and Company-Provided Portable Communication Devices

A'BriTin-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through A'BriTin's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a A'BriTin-provided or personal device, employees must comply with applicable A'BriTin guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a A'BriTin-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, A'BriTin information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of A'BriTin information. This is the only way currently possible to ensure that all A'BriTin information is removed from the device at the time of termination. The removal of A'BriTin information is crucial to ensure compliance with A'BriTin's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a A'BriTin-issued device, A'BriTin's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on A'BriTin business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

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Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-6. Personal Belongings

It is encouraged to limit the amount of personal belongings brought into the workplace that is not necessary for completing your work, for the sake of safety and security. Certain A'BriTin locations may have lockers to store personal items and employees are encouraged to provide a working lock to secure their belongings. A'BriTin is not responsible for any personal items lost or stolen on the premises.

5-7. Inspections

A'BriTin reserves the right to require employees while on A'BriTin property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on A'BriTin or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to A'BriTin or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-8. Smoking

Smoking, including the use of e-cigarettes, is prohibited on A'BriTin premises and in all A'BriTin vehicles.

5-9. Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for A'BriTin. Solicitation of any kind by non-employees on A'BriTin premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of A'BriTin is prohibited at all times. Distribution of literature by non-employees on A'BriTin premises is prohibited at all times.

5-10. Bulletin Boards

Important notices and items of general interest are continually posted on A'BriTin bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at A'BriTin. To avoid confusion, employees should not post or remove any material from the bulletin board.



5-11. Confidential Company Information

During the course of work, employees may become aware of confidential information about A'BriTin's business, including but not limited to information regarding A'BriTin finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to A'BriTin's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to A'BriTin's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of A'BriTin may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-12. Conflict of Interest and Business Ethics

It is A'BriTin's policy that all employees avoid any conflict between their personal interests and those of A'BriTin. The purpose of this policy is to ensure that A'BriTin's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of A'BriTin.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with A'BriTin, by any employee who is in a position to directly or indirectly influence either A'BriTin's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with A'BriTin;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with A'BriTin or which competes with A'BriTin; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with A'BriTin.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and A'BriTin.

5-13. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

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Employees also are prohibited from any unauthorized use of A'BriTin's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, A'BriTin is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-14. Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

Office Setting

Business casual.

Events

All black uniform, including a black button-up shirt, black slacks, black shoes, black belt, and black socks. These items are not company provided and are at the expense of the employee.

Visible tattoos should not be aggressive or inappropriate in nature. If so, they must be covered.

All piercings should be removed for food safety purposes.

Long hair must be pulled back for food safety purposes. Long beards must use beard nets.

Kitchen

Comfortable and appropriate attire can be worn in the kitchen, including but not limited to: t-shirts, sweatshirts, pull overs, jeans, long pants, closed-toed shoes.

Tank tops, sleepless tops, shorts, and open-toed shoes are not permitted.

Colleges/Food Service Locations

Branded company shirts may be provided for you. The employee is responsible for proper work pants and shoes.

5-15. Publicity/Statements to the Media

All media inquiries regarding the position of A'BriTin as to any issues must be referred to Marketing Manager. Only Marketing Manager is authorized to make or approve public statements on behalf of A'BriTin. No employees, unless specifically designated by Marketing Manager, are authorized to make those statements on behalf of A'BriTin. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of A'BriTin must first obtain approval from Marketing Manager.



5-16. Operation of Vehicles

All employees authorized to drive A'BriTin-owned or leased vehicles or personal vehicles in conducting A'BriTin business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on A'BriTin property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

A'BriTin-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on A'BriTin business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-17. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to Accounting along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

5-18. References

A'BriTin will respond to reference requests through the Human Resources Department. A'BriTin will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references.

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5-19. If You Must Leave Us

Should the employees decide to leave A'BriTin, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All A'BriTin, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of A'BriTin's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay A'BriTin (through payroll deduction, if lawful) for any lost or damaged A'BriTin property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-20. Exit Interviews

Employees who resign are requested to participate in an exit interview with the Human Resources Representative, if possible.

5-21. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about A'BriTin. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, A'BriTin, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about A'BriTin or its personnel policies and practices.



General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with A'BriTin. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because A'BriTin's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of A'BriTin's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of A'BriTin at any time.

I further understand that my employment is terminable at will, either by myself or A'BriTin, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of A'BriTin other than the Head of Human Resources may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of A'BriTin's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.



Receipt of Non-Harassment Policy

It is A'BriTin's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by A'BriTin.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on A'BriTin premises, while on A'BriTin business (whether or not on A'BriTin premises) or while representing A'BriTin. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;



6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Head of Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, A'BriTin will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand A'BriTin's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.