

**Team BRANDT
Employee Handbook**



BRANDT[®]

Introduction



WELCOME AND PURPOSE

Welcome to Team BRANDT!

For nearly 70 years, we have strived to build the best company in the world, dedicated to helping our customers achieve success. And we are thrilled to have you as a member of the team and more importantly as a member of the BRANDT family.

As a family business, we recognize that you are the lifeblood of our company. I have literally grown up in this business and we all realize that BRANDT is only as good as each and every employee. To that end, as you help us build a stronger and more successful company, we will provide you with an environment to learn and the tools to thrive.

Our commitment to you is baked into our values. We proudly adhere to six simple, clear corporate values. These values drive everything we do and provide a roadmap for operating our business.

I sincerely hope that you find your employment to be both personally and professionally rewarding.

And again, welcome to Team BRANDT!

Rick Brandt
CEO & President

Our Corporate Values

- **We're all family.** We treat each other, our customers and our partners as if they are part of our family. BRANDT is more than a family business: It is family.
- **Hire & develop the best.** Talent is our most important resource. We are dedicated to hiring, training & developing the best individuals to keep our team strong.
- **Commit to customers.** We are focused on helping our customers. Their success is the key measure of our success.
- **Create fun.** We are a positive, energetic and optimistic team. We enjoy the people we work with and the environment we work in. And we know a little fun makes the end product that much better.
- **Act professionally.** We are honest and ethical in everything we do. We tolerate nothing less than the highest integrity from each other.
- **Exhibit loyalty.** We are passionate about supporting our colleagues, our partners and our customers. We succeed as a united team. Collaboration and full participation makes us stronger, enabling us to serve customers better.

ADMINISTRATION OF THIS EMPLOYEE HANDBOOK & COMPLAINT PROCEDURE

APPLICATION

This Employee Handbook has been prepared by Team BRANDT, LLC as a guide to inform employees about the responsibilities and benefits they have as an employee of Team BRANDT, LLC. This Employee Handbook is not applicable to Team BRANDT employees in California.

ADMINISTRATION

The Human Resources Department is responsible for administering the policies and procedures contained in this Employee Handbook. The Human Resources Department can be reached via telephone at (217) 547-5800 and via email at Human.Resources@Brandt.co.

NO RETALIATION

BRANDT is committed to enforcing the policies and procedures contained in this Employee Handbook and prohibiting retaliation against employees and applicants who lodge a bona fide complaint alleging a violation of said policies and procedures.

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination, harassment, or the violation of any of the policies and procedures contained in this Employee Handbook.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints will be treated as a violation of this Employee Handbook and will result in discipline up to and including termination of employment.

CONFIDENTIALITY

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the Director of Human Resources will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the Human Resources Department.

COMPLAINT PROCEDURE

BRANDT has established the following procedure for lodging a complaint alleging harassment, discrimination, retaliation or the violation of any other policies and procedures contained in this Employee Handbook. BRANDT will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing. The Director of Human Resources may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the Director of Human Resources will reduce to writing the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that a violation of this policy may be occurring, the Director of Human Resources will review the complaint with the Legal Department and then notify the Division Vice President where appropriate.
3. The Director of Human Resources will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent, and any employees affected by the alleged violation, will be separated during the course of the

investigation, either through internal transfer or administrative leave.

5. Upon conclusion of an investigation, the Director of Human Resources or other person conducting the investigation will submit a written report of his or her findings to the Legal Department. If it is determined that a violation of this policy has occurred, the Director of Human Resources, in consultation with the Legal Department, will recommend appropriate disciplinary action to the appropriate supervisor(s).
6. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of Human Resources may recommend appropriate preventive action.
7. Once a final decision is made, the Director of Human Resources will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

ALTERNATIVE LEGAL REMEDIES

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

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Section 1

Employment



EMPLOYMENT AT BRANDT

AT WILL EMPLOYMENT STATEMENT

BRANDT is an “at-will” employer; therefore, an employee’s employment and compensation are “at will.” The “at will” relationship means that both BRANDT and the employee can terminate the employment relationship at any time, for any or no reason, with or without prior notice or cause.

This at-will employment relationship remains in effect throughout the employee’s employment with BRANDT. While the employee may, during employment, receive salary increases, favorable performance evaluations, commendations, bonuses, promotions and the like, the at-will employment relationship will never change unless specifically modified by an express individual written employment agreement executed by BRANDT and the employee which states that the employee’s at-will employment relationship is being changed. An employee’s at-will employment relationship may not be modified by any oral or implied agreement.

EQUAL OPPORTUNITY EMPLOYER

BRANDT is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. BRANDT strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender (including gender nonconformity and status as a

transgender or transsexual individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services/military status, genetic information, genetic predispositions or carrier status, pregnancy, order of protection status, marital status, sexual orientation, unfavorable discharge from military service, arrest record, expunged or sealed convictions, status as a victim or perceived victim of domestic or sexual violence, or any other characteristic protected under applicable federal, state, or local law. All BRANDT employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

BRANDT complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, the Illinois Human Rights Act (IHRA) and all applicable state and local law. Consistent with those requirements, BRANDT will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship to BRANDT. If an employee believes he or she is in need of an accommodation, they should make a request pursuant to BRANDT’s policy on Disability Accommodations contained in this Employee Handbook. BRANDT will also, where appropriate, provide reasonable accommodations for an employee’s religious beliefs or practices.

EMPLOYMENT ELIGIBILITY VERIFICATION COMPLIANCE POLICY

POLICY STATEMENT

In compliance with the Immigration Reform and Control Act of 1986 ("IRCA") and any other applicable federal, state or local laws, BRANDT is committed to:

- Employing only those who are authorized to work in the US.
- Not discriminating on the basis of national origin or citizenship in hiring, recruiting or terminating employees.

Every employee of BRANDT must adhere to all aspects of this policy. Failure to comply with IRCA may subject BRANDT and any responsible individuals to civil monetary or criminal penalties.

EMPLOYMENT ELIGIBILITY VERIFICATION ON FORM I-9

All employees must complete Section 1 of the Form I-9 no later than the first day of employment, and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services ("USCIS") proving identity and employment authorization no later than the third day after starting employment with BRANDT. Employees who will be employed for fewer than three (3) days must complete the entire process by their first day of employment. The I-9 employment eligibility verification process must be completed for each new employee within the required time frame. There are no exceptions to this requirement.

Employees who do not complete the process within the required time frame will be terminated immediately. Verification on the Form I-9 Section 2 is conducted by the Human Resources Department.

BRANDT will accept any document or combination of documents that satisfy IRCA's requirements. The documents must be original and unexpired. BRANDT will provide advance notice to new employees about what documents are acceptable. The document(s) will be reviewed to determine if they appear to be genuine and related to the person who has presented them. If insufficient documentation is presented by the employee, BRANDT will request more or additional documents. If the new employee presents too many documents, they will be returned to the employee with the I-9 List of Acceptable Documents so that the employee can select the appropriate document(s) to satisfy the I-9 requirements.

REVERIFICATION OF EMPLOYMENT AUTHORIZATION

Employees may present employment authorization documents that will expire. Employees with expiring work authorization must present evidence of continuing employment authorization no later than the day on which the current work authorization expires. The document(s) will be reviewed to determine if they appear to be genuine and related to the person who has presented them. Employees that do not present continuing work authorization by the date their current authorization expires will be terminated as of the expiration date.

NEW EMPLOYEES / VACANT POSITIONS

APPLICATION FOR VACANT POSITIONS

Individuals applying for positions with BRANDT must complete an Application for Employment and fully comply with BRANDT's policy on Drug and Alcohol Testing.

PROBATIONARY PERIOD

New employees to BRANDT may be subject to an introductory period ranging from ninety (90) calendar days to one hundred eighty (180) calendar days, depending upon the employee's classification, during which the employee's progress will be evaluated and a determination made concerning future employment. During the probationary period, a new employee has the opportunity to demonstrate that he or she can perform efficiently and effectively in his or her new position. An employee's probationary period may be extended as needed at the discretion of BRANDT. The probationary period does not change the at-will employment relationship of the employee.

ORIENTATION

During the first few weeks of employment, new employees will receive information regarding BRANDT policies, compensation and benefit programs, and other general information about BRANDT. The new employee will be asked to complete necessary paperwork, such as insurance enrollment forms, beneficiary

designation forms, and appropriate federal and state tax withholding forms. The employee should use the opportunity to learn about BRANDT, and all applicable employment policies and benefits, and read, understand and sign BRANDT's Employee Handbook.

REHIRE OF FORMER EMPLOYEES

Employees who voluntarily terminate employment with BRANDT and are later rehired will be rehired as new employees. The rehired employee will not be given credit for past service with BRANDT when establishing eligibility and accruals for vacation leave or sick leave.

RELEASE OF EMPLOYMENT INFORMATION

All inquiries or requests for information about employees (active or inactive) from people outside the company should be referred, in writing, to the Human Resources Department. The Human Resources Department will verify the dates of employment by telephone or in writing and will, with a signed release from the active or inactive employee, verify the employee's date of hire, position, department and confirm salary information. The Human Resources Department will also provide employee's data where required by legal process/law.

CURRENT EMPLOYEES

JOB DUTIES / JOB DESCRIPTIONS

The employee's direct supervisor will review with the employee their specific job description, as well as explain to the employee the essential functions of their job and their expected performance standards. An employee's job responsibilities may change at any time during their employment. From time to time, the employee may be asked to work on special projects, or to assist with other work necessary or important to the operation of the employee's department or BRANDT in general. In some cases, the operational needs of BRANDT may require a change in the employee's regular workday and/or workweek hours.

JOB EVALUATION SYSTEM

Purpose

The purpose of BRANDT's job evaluation system is to objectively and systematically review jobs or positions within BRANDT. In addition, the system facilitates employee training, promotions, transfers, and other personnel administrative functions.

One of BRANDT's core values is to "hire and develop the best." From the recruiting stage onward throughout an employee's tenure, BRANDT is committed to providing the tools necessary for the employee to expand his or her skills. These tools are available in various forms – coaching, peer mentoring, formal courses, informal training, self-directed studies, etc.

Performance Reviews

An attempt to review each employee's job performance with the employee will be made by his or her direct supervisor annually. If the employee receives a written evaluation, the original form will be placed in the employee's personnel file. In some cases, additional reviews may be scheduled. This method will provide each employee with an opportunity to note major accomplishments and progress as well as performance concerns and areas for improvement.

Promotions and Transfers

BRANDT encourages employees to apply for promotions to positions for which they are qualified. Promotions and transfers will be based on the ability, qualifications and potential of the candidates for the positions. Employees who are interested in transferring to another position should contact their direct supervisor or the Human Resources Department. All promotions and transfers are at the sole discretion of BRANDT.

SEPARATION FROM EMPLOYMENT

RESIGNATION

Employees who voluntarily resign from BRANDT are asked to provide at least two (2) weeks advance notice of their resignation, to be given to the employee's direct supervisor. This notice should be in writing and should briefly state the reason for leaving and the anticipated last day of work. The department head or direct supervisor shall immediately forward the notice of resignation to the Director of Human Resources.

BRANDT may consider an employee to have voluntarily terminated his or her employment if the employee resigns from BRANDT, fails to return from an approved leave of absence on the date specified or fails to report to work or call in for two or more consecutive work days.

DISMISSAL

In order for BRANDT to maintain a desirable level of employee conduct and productivity, the rules and policies of BRANDT, including but not limited to those contained in this Employee Handbook, will be enforced. Should an employee violate a rule or policy, including those rules and regulations set by each department, disciplinary action may be necessary. As explained elsewhere in this Employee Handbook, employment is at the mutual consent of the employee and BRANDT, and may be terminated at any time, at will, by either the employer or the employee.

Nonetheless, in some incidents where rules and regulations are not followed, and in incidents of poor employee performance, BRANDT may, at its sole discretion, utilize progressive disciplinary procedures by giving an employee an oral or written warning and an opportunity to improve or correct the problem before dismissal. However, if in BRANDT's sole discretion, a violation warrants immediate dismissal, or other discipline (for example, suspension), such action will be taken.

DEATH

Beneficiaries named under an employee's Company-sponsored life insurance policy shall be advised by the Human Resources Department of any insurance benefits to which the beneficiaries are entitled should the insured employee die while employed with BRANDT.

BENEFITS

If an employee is enrolled, premiums for health and dental insurance will be paid through the last day of the month in which employment is terminated. If the employee has health, vision or dental insurance with BRANDT, they have the option of continuing those benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Group life insurance coverage ceases on the last day of employment. Employees should contact the Human Resources Department within (30) days of the last day of employment to discuss whether any BRANDT-sponsored voluntary life insurance coverage can be converted to an individual policy.

RETURN OF COMPANY PROPERTY

Any EMPLOYEE whose employment with BRANDT is discontinued for any reason is responsible for returning all BRANDT property in THEIR possession.

All BRANDT property, such as uniforms, clothing, literature, samples, credit cards, promotional items, telephones, computers, pagers, fax machines, tools, as well as any and all other company property not mentioned or defined herein, must be returned to the employee's direct supervisor.

FINAL PAYROLL PAYMENT

Employees who terminate employment with BRANDT will receive a final salary paycheck on the next regularly scheduled payday for the type of pay the employee normally received (weekly or semi-monthly wages). The paycheck will include payment for all monies due for salary or commissions earned as of the date of separation. To be eligible for any bonus, an employee must be actively employed, and in good standing with BRANDT, at the time the bonus payments are made in order to be bonus eligible; bonuses will therefore not be pro-rated to the date of termination. Payment for any days and hours of earned, unused vacation leave may be included on the final regular paycheck or may be included on a later supplemental paycheck.

PERSONNEL RECORDS REVIEW

A BRANDT employee may inspect his or her personnel file up to two times in any calendar year. If an employee disagrees with any information contained in their personnel file, they may submit a written statement to the Human Resources Department explaining the employee's position and that statement will be attached to the disputed portion of the personnel record.

DISABILITY ACCOMMODATIONS

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITIES

BRANDT complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, BRANDT will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

REQUESTING A REASONABLE ACCOMMODATION

If an applicant or employee (“individual”) believes they need an accommodation because of their disability, they are responsible for requesting a reasonable accommodation from the Human Resources Department. They may make the request orally or in writing.

After receiving the oral or written request, BRANDT will engage in an interactive dialogue with the individual to determine the precise limitations of their disability and explore potential reasonable accommodations that could overcome those limitations. BRANDT encourages the individual to suggest specific reasonable accommodations that the individual believes would allow them to perform their job.

However, BRANDT is not required to make the specific accommodation requested by the individual and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on BRANDT.

MEDICAL INFORMATION

If the employee’s disability or need for accommodation is not obvious, BRANDT may ask the individual to provide supporting documents showing that the individual has a disability within the meaning of the ADA and applicable state or local laws, and that the individual’s disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, BRANDT may require that the individual see a health care professional of BRANDT’s choosing, at BRANDT’s expense. In those cases, if the individual fails to provide the requested information or see the designated health care professional, the individual’s request for a reasonable accommodation may be denied.

BRANDT will keep confidential any medical information that it obtains in connection with the individual’s request for a reasonable accommodation.

DETERMINATIONS

BRANDT makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

BRANDT strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made. If an individual has any questions about a reasonable accommodation request that they made, they should contact the Director of Human Resources.

Section 2

Employee Conduct



GENERAL RULES OF EMPLOYEE CONDUCT

In order to promote a professional and collegial environment, BRANDT has established rules and policies throughout this Employee Handbook that all employees are expected to follow. To promote understanding of what is considered unacceptable conduct and to encourage consistent action by BRANDT in the event of violations, examples of impermissible conduct are identified below. It is impossible to provide an exhaustive list of types of prohibited conduct. The following list, therefore, contains only some examples of prohibited conduct.

- Poor performance of assigned duties and responsibilities.
 - Carelessness or negligence in the performance of job duties or in the care and use of the BRANDT property.
 - Excessive absenteeism and/or tardiness not excused by applicable law.
 - Failure to comply with BRANDT's policies and/or procedures contained in this Employee Handbook.
 - Unauthorized use of BRANDT's equipment or other BRANDT resources.
 - Insubordination or refusal to accept assignments.
 - Falsification of any timecards, work, personnel or reimbursement records, or other false statements.
 - Misrepresentation in connection with a leave request.
- Unauthorized charges against any BRANDT account.
 - Gross misconduct.
 - Theft of BRANDT property or any property belonging to an employee, contractor, or temporary worker.
 - Violations of rules regarding employee health and safety.

The above list is not exhaustive, and infractions not listed above may also result in disciplinary action up to and including termination of employment.

ANTI-HARASSMENT

OBJECTIVE

BRANDT strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the company should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. BRANDT will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, BRANDT will seek to prevent, correct and discipline behavior that violates this policy.

PROHIBITED CONDUCT UNDER THIS POLICY

BRANDT, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Harassment

BRANDT prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of BRANDT.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Sexual harassment

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited at BRANDT. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as:

unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature... when... submission to or rejection of such conduct is used as the basis for employment decisions...or such conduct has the purpose or effect of...creating an intimidating, hostile or offensive working environment.

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.

- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, videos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Courteous, mutually respectful, non-coercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Consensual Romantic or Sexual Relationships

BRANDT strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of BRANDT enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity, the parties must notify the Director of Human Resources. This requirement does not apply to employees where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to the Director of Human Resources, the Director will review the situation with the Legal Department in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and may notify the appropriate supervisors to determine whether any appropriate action is necessary.

SUBSTANCE ABUSE

BRANDT'S COMMITMENT TO A DRUG AND ALCOHOL-FREE WORKPLACE

BRANDT is committed to providing a safe, healthy, and productive work environment. Being under the influence of alcohol, cannabis (marijuana) or illegal drugs (as classified under federal, state, or local laws) while on the job poses serious health and safety risks to employees and members of the public, which will not be tolerated by BRANDT. This policy establishes BRANDT's commitment to maintaining a drug and alcohol free workplace.

PROHIBITED CONDUCT

Except as specifically provided for below, BRANDT expressly prohibits the following activities at any time that employees are either (1) on duty or conducting BRANDT business (either on or away from BRANDT's premises), or (2) on BRANDT's premises (whether or not the employee is working):

The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.

The smoking, consumption, personal storage or use of cannabis, regardless of whether it is for recreational or medicinal purposes.

The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.

The illegal use or abuse of prescription drugs.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform their direct supervisor if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please refer to BRANDT's policy on disability accommodations as contained in this Employee Handbook.

A violation of any of the above is subject to disciplinary action, up to and including immediate termination of employment.

BRANDT-SPONSORED EVENTS

From time to time, BRANDT may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol at such events. However, if employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times.

WORKPLACE SEARCHES AND INSPECTIONS

In order to achieve the goals of this policy and maintain a safe, healthy, and productive work environment, BRANDT reserves the right at all times, after consultation with the Human Resources Department or Legal Department, to inspect employees, as well as their surroundings and possessions, for substances or materials in violation of this policy. This right extends to the search or inspection of desks, lockers, bags, briefcases, containers, packages, boxes, tools and tool boxes, lunch boxes, and employer-owned or leased vehicles and any vehicles on company property where prohibited items may be concealed. Employees should have no expectation of privacy while on BRANDT premises, except when employee is using the restrooms, locker rooms or is in other locations with a known expectation of privacy.

OFF DUTY SUBSTANCE ABUSE

BRANDT does not desire to intrude into the private lives of its employees; however it recognizes that employee's off-the-job involvement with drugs and alcohol may have an impact on the workplace. BRANDT reserves the right to take appropriate disciplinary action if the employee's criminal conduct makes the employee unfit for his or her position. All employees who are convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to the Director of Human Resources within five (5) days of the incident. Failure to comply may result in immediate termination.

DRUG AND ALCOHOL TESTING

In furtherance of its commitment to maintain an alcohol and drug-free workplace, BRANDT maintains a policy in which job applicants and current employees may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to comply with applicable laws regarding drug and alcohol testing and current and prospective employee privacy rights.

PRE-EMPLOYMENT TESTING

All job applicants are subject to drug testing. All offers of employment with BRANDT are conditioned on the applicant submitting to and successfully completing and passing a drug test in accordance with the testing procedures described in this policy. Only under special circumstances and with prior approval of the immediate supervisor and the Director of Human Resources, if necessary due to time constraints, an employee may commence work without performing the initial pre-employment drug test, provided the designated employee passes the pre-employment drug test within 60 days of beginning employment.

TESTING BASED ON REASONABLE SUSPICION

Employees may be asked to submit to a drug and alcohol test if an employee's direct supervisor or other person in authority considers the employee to be impaired or under the influence of unlawful drugs, cannabis or alcohol, and the direct supervisor or other person in authority has a good faith belief that

the employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability should inform their direct supervisor if they believe the medication will impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please refer to BRANDT's policy on disability accommodations contained in this Employee Handbook.

PERIODIC TESTING

BRANDT, at its discretion, may institute a program of random testing of current employees in safety-sensitive positions. This program will include testing of all personnel at a job site or a computerized random selection program of individuals through the year.

POST-ACCIDENT TESTING

Employees involved in a work-related injury, regardless of severity, that requires professional medical treatment, will be subject to a drug and/or alcohol test.

Employees involved in an accident or safety related incident of any kind while in a BRANDT vehicle or while on BRANDT time or on BRANDT property, will be subject, in the sole discretion of BRANDT, to a drug and/or alcohol test. This applies even if the accident or incident did not result in injury to any person or any property damage.

BRANDT may require that an employee who is reasonably believed to have contributed to an accident be tested, if there is reasonable cause to believe that the accident may have resulted from the employee's drug and/or alcohol usage.

TESTING PROCEDURES

The Human Resources Department or Legal Department shall always be consulted before sending an employee for drug or alcohol testing.

Employees subject to alcohol testing shall be driven to a BRANDT-designated facility and directed to provide breath specimens. Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen shall be tested approximately 20 minutes later. The results of the second test shall be determinative. Alcohol tests may, at BRANDT's direction, be a blood or saliva test as opposed to a breath test. For purposes of this policy, test results generated by law enforcement or

medical providers may be considered by BRANDT in the determination of policy violations or applicable work rule violations.

Employees subject to drug testing under this policy shall be driven to a BRANDT-designated medical facility and directed to provide urine specimens. Applicants and employees must provide specimens in accordance with the instructions of the medical testing facility or its designated representative if testing off-site. Collected specimens shall be sent to a federally certified laboratory and tested for evidence of illegal drugs (including, but not limited to, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene). Collected specimens shall also be tested for evidence of cannabis (marijuana) in the following instances:

- BRANDT has a good faith belief that the employee is under the influence of cannabis (marijuana) in the employer's workplace or while performing the employee's job duties; or
- the employee is involved in any accident in BRANDT's workplace or while performing the employee's job duties that results in serious damage to equipment or property; or
- the employee is involved in a work-related injury, regardless of severity, that requires professional medical treatment; or
- the employee is involved in an accident or safety related incident of any kind while in a BRANDT vehicle or while performing the employee's duties or on BRANDT property; or
- Cannabis is considered an illegal drug under the laws of the state in which the employee resides.

The laboratory shall screen all specimens and confirm all positive screens. There shall be a chain of custody from the time specimens are collected through testing and storage.

The laboratory shall transmit all positive drug test results to a medical review officer (MRO) retained by BRANDT, who shall offer persons with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to BRANDT until such time that the MRO has confirmed the test to be positive.

Employees will be paid for time spent in alcohol and/or drug testing, unless the employee is suspected, in BRANDT's sole opinion, of working while under the influence of illegal drugs or alcohol, in which case, the employee will be suspended without pay until BRANDT receives the results of a drug and alcohol test from the testing facility and any other information BRANDT may require to make an appropriate determination. Should the results prove to be negative, the employee will receive back-pay for the times and days of suspension.

CONFIDENTIALITY

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO shall be kept confidential to the extent

required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among the appropriate supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

CONSEQUENCES OF A POSITIVE TEST

Employees who test positive will be subject to discipline, up to and including immediate termination of employment. Employees who reside in a state in which cannabis has been legalized for medicinal or recreational use, and who are disciplined as the result of a positive test for cannabis (marijuana), will be given a reasonable opportunity to contest the basis of the determination.

Job applicants who test positive for illegal drugs ("illegal drugs" to be defined based on the state law in which the employee resides) will have their conditional job offers withdrawn.

CONSEQUENCES FOR REFUSING TO SUBMIT TO TESTING OR FAILING TO COMPLETE THE TEST

Employees who refuse to submit to testing as required by BRANDT or who fail to complete the test will be subject to discipline, up to and including immediate termination of employment.

Job applicants who refuse to submit to drug testing will be deemed to have withdrawn themselves from the application process and will no longer be considered for employment.

EMPLOYEE ASSISTANCE

BRANDT will attempt to assist and support employees who voluntarily seek help for drug and alcohol dependency before becoming subject to discipline and/or termination under this or other BRANDT policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Once a drug test has been scheduled in accordance herewith, the employee will have forfeited their right to be granted a leave of absence for treatment and possible discipline, up to and including discharge, may be unavoidable.

BRANDT's application and administration of this Drug and Alcohol Testing Policy shall be subject to applicable state law.

HEALTH AND SAFETY IN THE WORKPLACE

BRANDT is committed to maintaining a safe workplace. To further its goal, BRANDT may issue safety rules and guidelines separate and apart from this Employee Handbook which all employees are required to comply with. Employees are also required to comply with any and all applicable federal, state and local laws regarding workplace safety. In addition, employees must keep their work areas free of any potential hazards. If an employee witnesses any unsafe conditions or potential hazards, they must report them to their direct supervisor immediately.

Employees must promptly and accurately report all workplace injuries, accidents and illnesses to the Director of Employee Health & Safety.

VIOLENCE IN THE WORKPLACE

It is BRANDT's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, BRANDT will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to BRANDT employees, independent contractors, consultants, customers, guests, vendors and persons doing business with BRANDT.

It is a violation of this policy for any individual to engage in any conduct, verbal or physical, that intimidates, endangers or creates the perception of intent to harm persons or property. Examples include but are not limited to:

Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax or email).

Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.

Any other conduct or acts that represents an imminent or potential danger to work place safety or security.

Employees shall immediately report to their direct supervisor, the Human Resources Department and/or local law enforcement (by dialing 911) if appropriate, any of the following:

- Imminent acts or threats of violence;
- Actual violence; and
- Unsafe conditions or unidentified visitors.

WEAPONS IN THE WORKPLACE

BRANDT prohibits the possession of firearms, or any other lethal weapon on BRANDT property or at a work-related function. This applies to all employees, visitors, and customers on BRANDT property, even those who are licensed to carry weapons. BRANDT prohibits weapons in order to ensure the safety and security of all employees and persons visiting BRANDT.

Examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles and bb guns)
- Knives (Switchblades, gravity knives or any knife)
- Explosive devices

Section 3

Travel, Entertainment & Expense Reimbursement



EMPLOYEE TRAVEL/COMPANY OWNED/LEASED VEHICLES

Every employee whose job description requires the employee to drive a motor vehicle must have a valid driver's license for the proper vehicle type and must be able to meet the driver approval standards of this policy at all times. Should an employee that is required to drive a motor vehicle have their license suspended or revoked, the employee will be placed on non-paid leave until the driving privilege is restored.

All BRANDT-owned automobiles and trucks are insured in the name of BRANDT. Only BRANDT employees are authorized to drive company vehicles. It is BRANDT's policy that each vehicle shall be used only for business purposes and commuting by the employee. No personal trailers shall be towed by BRANDT-owned vehicles. Prior supervisor approval is required for an employee to use a personal vehicle for company business purposes. The personal vehicle must be properly licensed and insured.

All accidents in BRANDT vehicles, or in personal vehicles on BRANDT business, regardless of severity, must be reported immediately to the police and to the employee's direct supervisor. Accidents should be reported from the scene if possible or as soon as possible thereafter. Accidents in personal vehicles while on BRANDT business must follow these same accident procedures. BRANDT's insurance carrier requires employees not to admit liability at the time of the accident.

A vehicle mileage log must be kept on all vehicles weighing less than 6,000 pounds. These logs must be kept on a daily basis and turned in to BRANDT corporate headquarters on a monthly basis by the 30th of the following month. All commuting by the employee is considered personal use of the vehicle.

The value of personal use of BRANDT vehicles must be added to the employee's Form W2. There will be no withholding made on this non-payroll amount; therefore, the employee may have to pay additional tax at the time of filing their individual tax return.

Employees must be familiar with and obey all relevant state and local laws regarding the use and operation of motor vehicles, including those related to cell phone usage while driving.

Employees are not permitted, under any circumstances, to operate a company vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any BRANDT-owned vehicle at any time or operate any personal vehicle while on company business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

An employee that is found guilty of driving under the influence in a BRANDT-owned vehicle or in a personal vehicle being used for company business, will be subject to appropriate disciplinary action up to and including termination.

EXPENSE REIMBURSEMENT

BRANDT will reimburse properly documented and reasonable employee expenses that are incurred as a direct result of business travel for approved education or for the development and operation of the business of BRANDT. This policy has been established by BRANDT in order to comply with the requirements of both the Internal Revenue Service regulations and BRANDT's external auditor. This policy will set forth to BRANDT employees all necessary documentation required for expense reimbursement. Employees and their direct supervisors are responsible for ensuring all expenses submitted for reimbursement are done in accordance with this policy.

BUSINESS TRAVEL EXPENSES

BRANDT will reimburse employees for business travel expenses as pre-determined by the Executive Vice President or President of the BRANDT company to which the employee is assigned, for the reasonable cost of transportation, meals and lodging for travel performed to conduct BRANDT business.

Activities which justify the reimbursement of travel expenses include attendance at business meetings, conventions, seminars, educational functions, and sales calls related to each individual employee's job.

BRANDT will not reimburse the employee for the travel expenses of the employee's spouse unless authorized by the Chief Executive Officer.

The employee will be reimbursed for meals on all overnight business trips. BRANDT will

reimburse as entertainment the expenses for meals, including the employee and customer or prospective customer, in the course of conducting BRANDT's business even if not away from home overnight.

Fuel, repairs and other operating expenses of BRANDT vehicles can either be paid by the employee and submitted for reimbursement in a Report (as defined below) or charged directly to BRANDT. On direct charges, the unit number or license number is necessary for the record keeping.

All traffic tickets and parking violations will be the sole responsibility of the employee.

CUSTOMER ENTERTAINING

Employees will be reimbursed for pre-approved, reasonable expenses incurred for business entertainment to promote business.

PROCEDURE FOR SUBMITTING EXPENSES FOR REIMBURSEMENT

Employees are required to use SAP Concur or such other service as approved by BRANDT to detail every expense incurred during the employee's business travel. This includes any items that were paid directly by BRANDT on the employee's behalf. The employee is responsible for completing the Concur Expense Report ("Report") and submitting to the employee's direct supervisor for approval. An itemized receipt for **each and every expense** submitted for reimbursement should accompany the Report (unless otherwise noted in the Expense Reimbursement Schedule).

Reports should be completed and submitted for approval no later than 30 days after the end of each month in accordance with the following **Expense Reimbursement Schedule**:

EXPENSE REIMBURSEMENT SCHEDULE

Expense	Acceptable Charges – Reimbursed	Unacceptable Charges – Not Reimbursed	Receipt Requirement
Air/Train Fare	<p>The employee will be reimbursed for the cost of air/train fare as well as the fee for baggage.</p> <p>All domestic airline and train tickets should be coach class, unless otherwise approved by the employee’s direct supervisor. Any upgrades will be the responsibility of the employee. Additional fees incurred when flight changes are made for personal reasons need to be approved by the employee’s direct supervisor.</p>	<p>Upgrade to first class for domestic airline and train tickets, unless otherwise approved by the employee’s direct supervisor.</p>	<p>A complete, legible itinerary and/or receipt showing the traveler’s name, dates of travel and charges incurred.</p>
Business Entertainment	<p>The employee will be reimbursed for pre-approved, reasonable expense incurred for business entertainment to promote BRANDT business.</p>		<p>A complete, legible receipt showing the vendor, the date, payment method and charges incurred.</p> <p>Employee should include in Concur entry the business purpose and the names of attendees present.</p>
Local Public Transportation	<p>The employee will be reimbursed for the cost of public transportation, including fares for buses, airport coaches, taxis, ride-share, subways, Uber, etc.(such methods of transportation should be used when available and appropriate).</p>		<p>A complete, legible receipt showing date, type of public transportation and charges incurred.</p>

<p>Lodging</p>	<p>The employee will be reimbursed for hotel accommodations, including internet charges.</p> <p>Hotel/motel accommodations should be selected based on reasonableness of cost and proximity to the activity being attended.</p>	<p>Charges for movies or other personal items charged at the hotel.</p> <p>“No show” charges (except where unavoidable through no fault of employee).</p> <p>Free accommodations (through use of loyalty or reward points)</p> <p>Laundry service (unless pre-approval received from direct supervisor)</p> <p>Miscellaneous sundries</p> <p>Medicine</p>	<p>A complete, legible hotel folio/receipt showing the employee’s name, dates of travel and daily charges incurred.</p>
<p>Meals (dining alone) and Tips</p>	<p>The employee will be reimbursed for meals (including gratuity) on all overnight business trips and out-of-town day trips as reasonable.</p> <p>BRANDT will reimburse as entertainment the expenses for meals, including the employee and customer or prospective customer, in the course of conducting BRANDT’s business even if not away from home overnight (see below).</p> <p>Guideline: Employee’s should limit expense reimbursement for their individual meals to \$80/day (excluding gratuity).</p> <p>Tips: Tips for meals should generally range between 15% - 20%</p>		<p>A complete, legible restaurant receipt showing the date, name of establishment, total amount charged (including tip) and payment method used.</p>

<p>Mileage</p>	<p>The employee will be reimbursed for the cost of all mileage charges incurred in the use of the employee’s personal car for business purposes at the IRS rate effective on January 1st of the then current year.</p> <p>Mileage will be reimbursed for the round-trip distance between the employee’s work site and the location of the business function being attended. If the employee departs from or returns to his/her home instead of their work site, only the miles in excess of the normal daily commute can be claimed as an expense.</p> <p>Total reimbursement for mileage is not to exceed the cost of a roundtrip coach airline ticket to the same location without prior approval of employee’s direct supervisor.</p>		
<p>Miscellaneous Expenses</p>	<p>The employee will be reimbursed for reasonable and necessary miscellaneous expenses incurred by the employee in connection with their employment by BRANDT.</p>	<p>Late charges of any kind will not be reimbursed unless for a business purpose pre-approved by the employee’s direct supervisor.</p>	<p>A complete, legible receipt showing the vendor, date, items purchased, and charges incurred.</p> <p>Employee should include in the Concur entry the business purpose.</p>
<p>Parking Fees</p>	<p>The employee will be reimbursed for the cost of parking when necessary for business travel.</p>	<p>Parking tickets.</p>	<p>A complete, legible receipt showing date, location of parking and charges incurred.</p>

<p>Rental Cars</p>	<p>The employee will be reimbursed for the cost of a standard rental car when necessary for business travel.</p>	<p>Mileage logged on a rental car where the mileage costs are included in the basic rental rate.</p> <p>Upgrades (standard cars only are permitted unless prior approval has been given for an upgrade by the employee’s direct supervisor).</p>	<p>A complete, legible receipt showing the employee’s name, the type of vehicle rented, dates of rental and charges incurred.</p>
<p>Tolls</p>	<p>The employee will be reimbursed for the cost of all toll charges incurred during business travel.</p>		<p>A complete, legible receipt showing date, location and charges incurred (when available). If no receipt is available, employee may submit a detailed Concur entry without a receipt.</p>

Section 4

Payroll Practices & Compensation



EMPLOYMENT CLASSIFICATIONS

EXEMPT EMPLOYEES

Exempt employees are defined as those employees who are paid a fixed salary and are not entitled to overtime pay.

NONEXEMPT EMPLOYEES

Nonexempt employees are defined as those employees who are entitled to overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek, as required by applicable federal, state, and local law.

FULL-TIME EMPLOYEES

Full-time employees are defined as those employees who are hired by BRANDT to work on a regular basis for a minimum of forty (40) hours per week. Full-time employees are eligible for most employer-sponsored benefits.

PART-TIME EMPLOYEES

Part-time employees are defined as those employees who are hired by BRANDT to work on a regular basis for less than thirty (30) hours per week. Part-time employees are eligible for employer-sponsored benefits only as provided in this Employee Handbook.

COMMISSION SALES EMPLOYEES

Commission sales employees are defined as those employees who are hired by BRANDT to represent BRANDT'S products to customers. These employees may be either Inside Sales Employees or Outside (Traveling) Sales Employees. Compensation to these employees is based on certain commission structures for sales of BRANDT's products. BRANDT directs the activities and schedules of these employees, and these employees promote only products offered for sale by BRANDT and its affiliates. A BRANDT sales employee is distinguished from an independent sales representative who is not an employee and who sets his or her own schedule and is able to represent products of other companies besides BRANDT while making their sales calls. Commission sales employees may be eligible for employer-sponsored benefits.

TEMPORARY EMPLOYEES

Temporary employees are defined as those employees who are hired by BRANDT for a specific assignment and/or time period. Temporary employees are generally not eligible for employer-sponsored benefits.

WORKWEEK AND WORK HOURS

BRANDT's workweek is defined as a seven-day period (168 hours) that begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday. A normal workweek of 40 hours is established for most employees. The official office hours for the BRANDT administrative offices are from 8:00 a.m. until 5:00 p.m. Central time, Monday through Friday.

Because of the variety of functions of the departments within BRANDT, there may be differences in normal hours and days of work. Commissioned sales employees generally set their own work schedules; however BRANDT expects those employees to put forth a full time effort in the coverage of their assigned sales territories. All other employees will receive their specific work schedule from their direct supervisor.

All nonexempt employees are required to complete a TIME RECORD each week and to record all time worked. The TIME RECORD is required for nonexempt employees to meet the record keeping provisions mandated by state and federal law. "Off the clock" work is not expected or permitted. Failure of nonexempt employees to record all time worked may lead to discipline, up to and including termination of employment.

BREAKS

MEAL PERIODS

Nonexempt Employees

Nonexempt Employees are provided with an unpaid meal period of a minimum of a thirty (30) minutes to be taken no later than five (5) hours after starting work, except that if the total hours worked is no more than six (6) hours, the meal period may be waived by mutual consent of BRANDT and the employee. Nonexempt employees are provided with a second unpaid meal period of a minimum of thirty (30) minutes when the employee works a shift of more than ten (10) hours, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of BRANDT and the employee.

Meal periods are intended to provide employees with an opportunity away from work, and employees are not permitted to perform any work during meal periods. Employees are encouraged to take meal periods away from the work area. The employee's supervisor will assist the employee in scheduling an appropriate time for the employee to take the required meal period. Employees are expected to observe their assigned working hours and the time allowed for meal periods.

Every nonexempt employee must record on their time cards when each meal period begins and ends. In no event shall a meal period last

for less than thirty (30) minutes. If an employee is unable to take their thirty (30) minute meal period on a given day or is unable to start their meal period by the fifth hour of work or the tenth hour of work, they must notify their direct supervisor immediately.

Exempt Employees

Exempt employees are not regulated by federal or state rest period/meal period regulations. Exempt employees will receive their work schedule, including their meal period, from their direct supervisor.

LACTATION BREAKS

All employees who are nursing mothers are eligible to take reasonable breaks under this policy to express breast milk after the birth of the employee's child. BRANDT encourages all eligible employees who intend to take breaks under this policy to notify their direct supervisor of their intent, as well as the frequency, timing and duration of lactation breaks they need to take. Employees should contact the Director of Human Resources for information about the designated location for lactation breaks. Lactation breaks under this policy are paid.

PAYCHECKS

PAYDAY

Hourly employees are paid on Friday for the work week that ended on the preceding Sunday. Salaried employees are paid semi-monthly, on the 15th and on the last day of the month. If the 15th or the last day of the month falls on a Saturday, Sunday, or holiday, employees are paid on the preceding business day.

DIRECT DEPOSIT

Direct Deposit allows employees to have their paychecks automatically deposited into a bank account of their choosing. Employees can enroll in Direct Deposit at any time by completing the Direct Deposit Authorization form and returning it to the Human Resources Director along with a voided check. It is imperative for employees to notify the Human Resources Director prior to closing a Direct Deposit account of the intent to close the account. Not following this process may result in a delay in an employee receiving their paycheck.

AUTHORIZATION TO RELEASE PAYCHECKS

Paychecks will be given only to the employee unless a written release is given authorizing

BRANDT to give the paycheck to someone other than the employee. Direct deposit by BRANDT of a paycheck into the employee's bank account is considered as giving the paycheck to the employee.

PAYROLL DEDUCTIONS

BRANDT is required by law to make certain deductions from an employee's pay each pay period, including:

- Federal and state income taxes
- Social Security (FICA) taxes
- Deductions required by wage garnishment or child support orders

BRANDT may also deduct from an employee's paycheck his or her portion of medical and life insurance premiums and voluntary contributions to BRANDT's 401(k). No other deductions will be made.

All deductions from an employee's paycheck will be identified on the employee's pay stub. If an employee has questions about any deductions from pay or if an employee believes improper deductions have been made, the employee should report his or her concern to the Human Resources Department or Payroll Department immediately.

WAGE GARNISHMENT

A wage garnishment is an order from a court or a government agency directing BRANDT to withhold a certain amount of money from an employee's paycheck and send it to a specified person or agency. When an employee's wages are garnished by a court order, BRANDT is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. BRANDT will, however, honor federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

are eligible for additional pay for work performed beyond forty (40) hours in one week, or as required by state law. Paid time off including holidays, vacation, sick leave, jury duty and any other non-worked paid time will count toward the forty (40) hours for purposes of determining overtime. The overtime rate paid for hours worked in excess of forty (40) hours will be at one and one-half (1 ½) times the employee's normal hourly rate.

OVERTIME PAY

Depending on BRANDT's work needs, employees may be required to work overtime. Prior written approval of a supervisor is required for any non-exempt employee working overtime. Employees working overtime without prior approval or habitually refusing to work requested overtime may be subject to discipline up to and including termination. A non-exempt employee must record all hours worked and may not work "off the clock" so as not to incur overtime.

Exempt employees may have to work hours beyond their normal schedules as necessary to perform their work effectively. No overtime compensation will be paid to exempt employees.

The Fair Labor Standards Act establishes the federal wage and hour law governing the payment of overtime. Non-exempt employees

TIMEKEEPING

Federal and state wage and hour laws require that accurate records be kept of each non-exempt employee's hours worked. To ensure that BRANDT has accurate time records and that employees are paid for all hours worked in a timely manner, non-exempt employees are required to accurately record all hours worked and breaks taken on a daily basis, including meal breaks. Time should be kept on a BRANDT time card using, in most instances, a time clock machine. If for any reason an employee fails to clock in or out on the time clock, the employee must notify his or her supervisor immediately so that the error or omission can be corrected and initialed by the employee and the supervisor. In accordance with state and federal law, the employer rounds clock-in and out times to the nearest one-quarter hour.

The following rules must be observed regarding non-exempt employee's use of time clocks and time cards:

- Employees should not work or clock in on the time clock more than seven (7) minutes before or seven (7) minutes after their shift. Exceptions are permissible only when an employee has received advance written approval from his or her direct supervisor to work overtime. Working off the clock is never permitted.
- Employees must use only their own assigned time card. Employees who falsify or alter their own or another employee's time card will be subject to disciplinary action, including and up to termination.
- Employees must clock out and in for meal periods or when leaving the premises for personal reasons.
- An employee's direct supervisor must authorize overtime in writing before it is worked.
- The employee and his or her supervisor must initial any modifications or alterations to an employee's time card or time sheet.
- Employees must sign their time cards or time report at the end of each pay period.

Section 5

Employee Benefits



MEDICAL AND LIFE INSURANCE BENEFITS

GROUP MEDICAL AND LIFE INSURANCE

Full-time employees are eligible for coverage of group health and term life insurance on the first day of the month following thirty days of employment. The employee's share is withheld through payroll deduction.

If an employee does not work an average of at least 30 hours per week, they are not eligible for group health or term life insurance.

To enroll for group health insurance, an employee must complete an enrollment form. Evidence of insurability may be required. Coverage is available for the employee, employee plus one, or family. If enrolled, children are covered from the date of birth until 26 years old.

Employees must call the group health insurance provider when they are planning a hospital stay or within two days of an emergency admission. The phone number should be on the employee's insurance card.

Full-time employees are covered with life insurance in the amount of \$50,000. Accidental death and dismemberment is additionally covered for an amount of \$50,000. The dependent life benefit provides spouse coverage of \$5,000; children are covered for \$2,000 from age 6 months to 19 years. The benefits are on a reducing scale when an

employee reaches the age of 65. The cost of these insurance coverages is paid by BRANDT.

Employees are also given the option to purchase additional voluntary life through an insurance company provided by BRANDT.

CONTINUATION OF COVERAGE (COBRA)

Employees and their covered dependents will have the opportunity to continue medical (and/or dental and vision)* benefits under the provisions of the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA), when group medical (and/or dental and vision) coverage of the employee and their covered dependents would otherwise end because of the occurrence of a qualifying event.

Some common qualifying events are:

- Change in employee's marital status, including: marriage, divorce, death of spouse, legal separation or annulment;
- Change in family status, such as birth, adoption, or placement for adoption, or death;
- Termination of employment by employee;
- Reduction in hours worked by employee, resulting in loss of coverage;
- Dependent child no longer meeting eligibility requirements;
- Spouse or dependent become eligible for COBRA when covered employee drops group plan and becomes eligible and selects coverage through Medicare.

Under the law, the employee or a family member has the responsibility to inform the Human Resources Director of a divorce, legal separation, or a child losing dependent status under the plan. BRANDT has the responsibility to notify the insurance company of the employee's death, termination of employment or reduction in hours, or Medicare eligibility.

When the Human Resources Director is notified that one of these events has happened, he/she will in turn notify the employee that the employee has the right to choose continuation coverage. Under the law, the employee has at least sixty (60) days from the date he or she would lose coverage because of one of the events described above to inform the Human Resources Director that the employee wants continuation coverage. If the employee does not choose continuation coverage, the employee's group health insurance will end.

DENTAL AND EYE CARE BENEFITS

Full-time employees are eligible for dental and vision insurance on the first day of the month following the first thirty (30) days of employment. The employee's premium share is withheld through payroll deduction.

If an employee does not work an average of at least 30 hours per week, he or she is not eligible for dental and vision insurance.

Employees must complete an enrollment form to be eligible for dental and vision insurance.

401(K) RETIREMENT PLAN AND PROFIT SHARING PLAN

401(K) PLAN

Employees twenty-one (21) years of age or older are eligible to enroll in BRANDT's 401(k) plan after one (1) year of service (minimum of 1,000 hours). Enrollment in the plan occurs on January 1st, April 1st, July 1st, or October 1st.

PROFIT SHARING PLAN

BRANDT's profit sharing plan is non-contributory on the part of the employees. All full-time employees over the age of twenty-one (21) are eligible to participate in the plan after a one (1) year waiting period. All employees enter the plan on the January 1st nearest their eligibility date. The voluntary company contribution is allocated among the eligible employees at the end of each calendar year and is then paid in March of each year to each employee's separate profit sharing account. The employees select the investments from a list of available mutual funds for their individual accounts. Each employee's interest in the contributions is vested as follows:

After two (2) years	20%
After three (3) years	40%
After four (4) years	60%
After five (5) years	80%

The accounts are fully vested after six (6) years of service. The profit sharing plan is an Internal Revenue Service qualified profit sharing and pays no current income taxes. Therefore, all of the earnings and contributions are able to continue to earn for the employee's individual accounts. The collective work efforts of all of the employees help determine the monetary value of the company contribution to the profit sharing plan. Please refer to the summary plan description for additional information.

WORKERS' COMPENSATION, DISABILITY INCOME INSURANCE and SOCIAL SECURITY

WORKER'S COMPENSATION INSURANCE

BRANDT carries workers' compensation insurance coverage as required by law to cover injuries of its employees that occur in the course and scope of employment. This insurance provides medical, surgical and hospital treatment in addition to payment for loss of earnings that resulted from work-related injuries. Employees must report any accident or injury promptly to their direct supervisor so that the necessary paperwork can be completed in a timely manner.

Employees returning to work from an injury or illness for which they were receiving workers' compensation must provide proof of rehabilitation or treatment from a licensed physician and verification they are able to complete all job-related tasks. Once a physician has verified that the employee can resume all job-related tasks, he or she will no longer receive workers' compensation benefits.

DISABILITY INCOME INSURANCE

All full-time employees over the age of eighteen (18), working more than thirty (30) hours every week will be covered for disability income insurance. BRANDT will pay the current premium for this protection.

SOCIAL SECURITY

Social Security is an important part of every BRANDT employee's retirement benefit. As a wage earner, each employee is required by law to contribute a set amount of his or her weekly wages to the trust fund from which benefits are paid. BRANDT is required to deduct this amount from each paycheck that an employee receives. In addition, BRANDT matches the amount of Social Security taxes paid by each employee.

An employee's Social Security number is used to record that employee's earnings. Employees should protect their record by ensuring the name and Social Security number on their pay stub and W-2 Form are correct. Employees can request a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling (800) 772-1213 or visiting www.ssa.gov.

Section 6

Time Off



ATTENDANCE

BRANDT requires regular and punctual attendance from all employees. Employees are expected to work their full, approved schedule as directed, report to work on time each day and be ready to work at the start of each shift. Employees who are going to be absent for a full or partial work day or late for work must notify their direct supervisor as indicated herein. Absences and lateness will be considered excused if the employee requested the time off or otherwise notified their direct supervisor in accordance with BRANDT's policies on Vacation Leave and Sick Leave, received the required approval for the absence, and has sufficient accrued, but unused, time to cover the absence. Absences also will be considered excused if the employee requested the time off in accordance with BRANDT's policy on family and medical leave, received the required approval for the leave and is in compliance with the policy.

UNSCHEDULED ABSENCES

Unscheduled absences, whether sickness, lateness or other reason, must be reported according to the following BRANDT Call-In Procedure:

- Employees must call in prior to their scheduled start time. In no event should an employee call later than 15 minutes past the start of their scheduled shift.

- Employees must either speak to a live person or leave a message on a dedicated call-in answering machine. If there is no dedicated call-in answering machine and the employee's direct supervisor is not available, the employee should leave a message with the direct supervisor, including a number where the employee can be reached, then continue to call the direct supervisor, alternate supervisor, and assigned lead worker until the employee is able to speak to someone directly.
- For unscheduled absences of more than one day, the employee must follow call-in procedures for each day of absence, unless medical documentation has been submitted informing the employee's direct supervisor of the duration of absence.

Failure to follow the call-in procedure as set out by this policy may lead to the time being deemed as unauthorized leave without pay, and subject to discipline, up to and including dismissal from employment.

LEAVE VERIFICATION

BRANDT reserves the right to request medical verification of an employee's request for sick leave, which demonstrates the employee's incapacity to report to work or necessity to be absent.

When an employee calls in sick after being denied vacation for the same day(s), medical verification is always required.

Failure to submit medical verification as directed may result in the time being deemed as unauthorized leave without pay, and subject to discipline, up to and including dismissal from employment.

DISCIPLINARY ACTION

BRANDT makes every effort to accommodate leave and absence requests that are submitted according to company policy and procedure. However, employees are expected to take responsibility for the appropriate use of company leave benefits. Excessive absences, tardiness, abuse of leave, failure to report or call-in pursuant to company policy will not be tolerated and may result in disciplinary action, up to and including dismissal from employment.

The following examples are for illustrative purposes and demonstrate some, but not all, of the scenarios where discipline may result:

- Failure to follow call-in procedure
- Failure to report to work as scheduled
- Tardiness (defined as reporting to work late or returning from breaks and lunches late without permission)
- Unauthorized absence
- Falsifying timesheets or falsely reporting hours worked

VACATION LEAVE

INTRODUCTION

All full-time employees are eligible for vacation leave benefits. Vacation hours will be accrued each pay period according to the Vacation Accrual Schedule reflected below. Vacation accrual begins on the first day of full-time employment. Vacation leave will not be earned during an unpaid leave of absence.

With proper management approval, pre-employment agreements may be arranged and agreed upon prior to the commencement of employment which may supersede the scope of this schedule.

VACATION ACCRUAL SCHEDULE

Length of Service	# of Days Earned /Year	# of Hours Earned	
		Weekly	Semi-Monthly
0 – 5 Years	10	1.54	3.34
5 Years & 1 Day – 10 Years	15	2.31	5.0
10 Years & 1 Day+	20	3.08	6.67

To schedule vacation leave, whenever possible, employees shall submit a completed leave form to their direct supervisor at least two weeks

before the requested leave. Employees must ensure that they have enough accrued vacation hours available to cover the amount of leave requested. Requests will be approved based upon a number of factors considered by the employee's direct supervisor, including but not limited to the work load of the employee's department and impact of the vacation leave on the business of BRANDT during the period requested. The employee's direct supervisor will return the leave request to the employee within three business days of the date that it was submitted indicating that the request has been approved or denied. If denied, the direct supervisor will provide an appropriate reason.

Vacation leave will be paid at the employee's base rate at the time the leave is taken. Vacation pay does not include overtime or any special forms of compensation. If a holiday falls during the employee's vacation leave, the holiday will not be charged as vacation leave.

Except as otherwise provided in BRANDT's policy on family and medical leave, vacation leave will be used in circumstances where an employee has exhausted their available sick leave and is absent from work. Thus, once an employee's sick leave bank has been exhausted, vacation leave will be used to account for time missed. The vacation leave bank may go into a negative balance of no more than 40 hours. In the case of a negative balance, any leave taken beyond the 40 hours will be unpaid leave until the leave balance has been brought out of the negative.

BRANDT encourages employees to use their accrued vacation leave. If the accrued vacation leave is not used by the end of the

preceding calendar year, accrued, unused vacation may carry over to the next year. However, no more than forty (40) hours of vacation time accumulated during the then preceding year may be carried over past March 31st of the then current year. For example:

If an employee carries over 60 hours from 2019 into 2020 and does not take any vacation from January 1st to March 31st, 2020 as of 3/31/2020 their carry over hours from 2019 will be reduced to 40 hours; meaning the employee will have forfeited 20 hours of earned vacation time. This carry over will have no effect on the vacation time being accumulated in 2020 as it will continue to accrue as specified.

An employee may not receive vacation pay in lieu of time off.

VACATION PAY UPON TERMINATION OR DEATH

If employment is terminated, accrued unused vacation leave that has been earned through the last day of active employment will be paid at the employee's base rate of pay at termination. If employment is terminated and the vacation balance is in the negative, the employee agrees to reimburse BRANDT for the cost of the vacation leave advanced at the employee's base rate of pay at termination. In the event of the employee's death, earned unused vacation time will be paid to the employee's estate at the employee's base rate of pay at the time of death.

SICK AND PERSONAL LEAVE

All full-time employees are eligible for sick and personal leave benefits. Employees will accumulate, beginning on the first day of full-time employment, one half-day of sick leave for each month worked, resulting in a total of six (6) days of sick leave accumulated per year. Sick leave will not be earned during an unpaid leave of absence. Two sick days may be used as personal leave days. Accrued and unused sick leave may be accumulated from year-to-year to a maximum of thirty (30) sick days. Any sick days used beyond six (6) will be first deducted from accumulated sick leave and then deducted from vacation leave. Unused sick days are not convertible into cash. If employment is terminated or if an employee dies, pay for accumulated and unused sick days will not be granted.

In accordance with BRANDT's policy on attendance:

- BRANDT reserves the right to request medical verification of an employee's request for sick leave, which demonstrates the employee's incapacity to report to work or necessity to be absent.
- When an employee calls in sick after being denied vacation for the same day(s), medical verification is always required.
- Failure to submit medical verification as directed may result in the time being deemed as unauthorized leave without pay, and subject to discipline, up to and including dismissal from employment.

FAMILY AND MEDICAL LEAVE

BRANDT provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

ELIGIBILITY

To qualify for FMLA leave, an employee must: (1) have worked for BRANDT for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If an employee has any questions about their eligibility for FMLA leave, they should contact the Human Resources Department.

LEAVE POLICY

If eligible, an employee may take up to 12 weeks of family or medical leave within the relevant 12-month period defined below. While on FMLA leave, BRANDT will maintain the employee's group health insurance coverage at the same level and under the same circumstances as when the employee was actively working, as explained more fully under the section titled, Medical and Other Benefits. Upon returning from approved FMLA leave, the employee has the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

LEAVE ENTITLEMENT

An employee may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is measured forward from the date an employee's first FMLA leave begins for any of the following reasons:

the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);

the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);

to care for a spouse, son, daughter, or parent with a serious health condition;

to care for employee's own serious health condition, which renders employee unable to perform any of the essential functions of his or her position; or

a qualifying exigency of a spouse, son, daughter, or parent who 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).

An employee may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that the employee takes FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

BOTH SPOUSES EMPLOYED BY BRANDT

Spouses who are both employed by BRANDT and eligible for FMLA leave may be limited to:

A combined total of 12 weeks of leave during the 12-month period if leave is requested:

- for the birth of a son or daughter and in order to care for such son or daughter;
- for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or
- to care for an employee's parent with a serious health condition.

A combined total of 26 weeks in a single 12-month period if the leave is either for:

- military caregiver leave; or
- a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

NOTICE OF LEAVE

If an employee's need for FMLA leave is foreseeable, the employee must give BRANDT at least 30 days' prior written notice. If this is not possible, the employee must at least give notice as soon as practicable (within one to two business days of learning of the need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if the employee is planning a medical treatment or a series of treatments or is taking military caregiver leave, the employee must consult with BRANDT first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee (or the covered military member, if applicable), and BRANDT.

Where the need for leave is not foreseeable, the employee is expected to notify BRANDT within one to two business days of learning of the need for leave, except in extraordinary circumstances. When requesting leave under the Family Medical Leave Act, please complete a standard Family and Medical Leave Act Request Form (which can be obtained from the Human Resources Department) or letter of request and submit it to the Human Resources Department.

Within five (5) business days of receiving the employee's request for FMLA leave, BRANDT shall provide to the employee a Notice of Eligibility and Rights & Responsibilities ("Notice of Eligibility") which notifies the employee of their eligibility for FMLA leave, their rights and responsibilities for taking FMLA leave, and makes a request for any additional information that may be needed by BRANDT in order to determine whether the leave should be designated as FMLA leave.

CERTIFICATION OF NEED FOR LEAVE

If an employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the

relevant health care provider must supply appropriate medical certification. The employee may obtain the necessary Medical Certification forms from the Human Resources Department. When requesting leave, BRANDT will notify the employee by way of the Notice of Eligibility of the requirement for medical certification and when it is due (at least 15 days after request for leave is made). If employee provides at least 30 days' notice of medical leave, employee should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

BRANDT, at its expense, may require an examination by a second health care provider designated by BRANDT. If the second health care provider's opinion conflicts with the original medical certification, BRANDT, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. BRANDT may require subsequent medical recertification. Failure to provide requested certification within 15 days of the request, if such is practicable, may result in delay of further leave until it is provided.

BRANDT also reserves the right to require certification from a covered military member's health care provider if the employee is requesting military caregiver leave and certification in connection with military exigency leave.

DESIGNATION NOTICE

Once BRANDT has sufficient information to determine whether an employee's leave is FMLA qualifying, BRANDT has five (5) business days (absent extenuating circumstances) to provide to the employee a notice stating that the leave (specifying the amount) has been or has not been designated as FMLA qualifying. If BRANDT requires additional information to determine qualification, an explanation of what additional information is needed will be provided to the employee in writing.

REPORTING WHILE ON LEAVE

If an employee takes leave because of his or her own serious health condition or to care for a covered relation, they must contact BRANDT on a monthly basis regarding the status of the condition and their intention to return to work. In addition, the employee must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

LEAVE IS UNPAID

FMLA leave is unpaid. An employee may substitute any accrued and unused vacation/sick days/personal days for unpaid FMLA leave which will run concurrently with the FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26

weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in an employee's receipt of more than 100% of his or her salary. An employee's FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law.

MEDICAL AND OTHER BENEFITS

During approved FMLA leave, BRANDT will maintain the employee's health benefits as if that employee continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, BRANDT will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must pay his or her portion of the premium through reimbursement to BRANDT, to be paid as directed by BRANDT. The employee's health care coverage will cease if their premium payment is more than 30 days late. If the employee's payment is more than 15 days late, we will send to employee a letter to this effect. If BRANDT does not receive the premium payment within 15 days after the date of this letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse BRANDT for the cost of the health benefit premiums paid by BRANDT for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

INTERMITTENT AND REDUCED SCHEDULE LEAVE

FMLA leave may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday) if the leave is for one of the following:

- Medical necessity related to a chronic serious health condition of the employee or the employee's covered family member that is best accommodated through intermittent leave or reduced schedule leave.
- Medical necessity related to a planned or expected medical treatment of a serious health condition of the employee or the employee's covered family member that is best accommodated through intermittent or reduced schedule leave.
- Medical necessity related to a covered service member's serious injury or illness that is best accommodated through intermittent or reduced schedule leave.
- A qualifying exigency related to covered military service.
- Birth, adoption, or foster care of a child, but only with BRANDT's express consent. If the mother or child has a serious health condition, BRANDT's consent is not required.

Intermittent or reduced schedule leave is not available for voluntary treatments or procedures. If the employee is seeking intermittent or reduced schedule leave for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a way that does not disrupt BRANDT's business operations. When using intermittent leave for an unexpected absence, employee is required to follow BRANDT's normal call-in procedures.

If leave is unpaid, BRANDT will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced schedule leave, BRANDT may temporarily transfer the employee to an available alternative position that better accommodates the employee's leave schedule and has equivalent pay and benefits.

RETURNING FROM LEAVE

If the employee takes leave because of his or her own serious health condition (except if the employee is taking intermittent leave), the employee is required, as are all employees returning from other types of medical leave, to provide medical certification that they are fit to resume work. Otherwise, the employee will not be permitted to resume work until it is provided.

PREGNANCY AND PARENTAL LEAVE

BRANDT recognizes that employees may need to be absent from work to care for a newborn child or new adopted or foster child (referred to as parental leave herein), or due to a pregnancy-related condition (referred to as pregnancy leave herein). BRANDT provides pregnancy and parental leaves of absence to all eligible employees in accordance with the Family and Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), Americans with Disabilities Act (ADA) and any applicable state law.

PROCEDURES

If an employee needs to take parental leave for the birth of their child or to care for a new adopted or foster child, the employee should provide advance notice to the Human Resources Department. When possible, the employee should give at least 30 days' notice of their request for leave. If 30 days' notice is not possible because of medical necessity or for other reasons, the employee should give as much advance notice to BRANDT as possible.

Written notice is preferred, but not required.

If the employee is suffering from a pregnancy-related disability and requires reasonable accommodation (which may include leave) for this purpose, the employee should speak with the Human Resources Department to discuss a reasonable accommodation.

ELIGIBILITY REQUIREMENTS

- **Paid Paternal Leave.** All employees are eligible for paid parental leave as provided for in the section below titled "Compensation During Leave".
- **Unpaid Disability Leave.** Additionally, all employees are eligible for unpaid pregnancy disability leave in accordance with the PDA and ADA. Please inquire with Human Resources Department for information about eligibility requirements under these laws. This leave may run concurrently with other leave where permitted by state and federal law.
- **FMLA Leave.** Certain employees are eligible for unpaid pregnancy and parental leave under the FMLA. See section on Family and Medical Leave for more information.

COMPENSATION DURING LEAVE

- **Paternal Leave.** All employees are eligible for three (3) days of paid paternal leave.
- **Maternity Leave.** All employees are eligible for four (4) weeks of paid maternity leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care, to be compensated at the following levels:

- If the employee has been employed by BRANDT for less than one (1) full year – compensation equal to 40% of the employee’s salary.
- If the employee has been employed by BRANDT for more than one (1) full year but less than five (5) full years – compensation equal to 60% of the employee’s salary.
- If the employee has been employed by BRANDT for more than five (5) full years of service – compensation equal to 100% of the employee’s salary.
- **Short-Term Disability Insurance.** Short-term disability insurance may also be available for pregnancy leave. Please see the Human Resources Department for information about short-term disability insurance, including eligibility requirements.

BENEFITS DURING LEAVE

During pregnancy and parental leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other benefits, an employee on pregnancy or parental leave will receive the same rights and benefits as employees on a paid or an unpaid leave of absence.

REEMPLOYMENT

An employee’s job will be held for them in accordance with applicable law while they are on pregnancy or parental leave.

If an employee is on pregnancy-related disability leave, when the employee is able to return to work, the employee must submit a doctor’s certification stating that they are medically able to return to their normal duties. An employee’s continued absence from work beyond their required disability leave period (as determined by their physician) and exhaustion of all other available leave may be deemed a voluntary abandonment of the employee’s job.

Nothing in this policy requires BRANDT to reemploy individuals who are not eligible for reemployment rights under applicable law.

OTHER LEAVES OF ABSENCE

SCHOOL VISITATION LEAVE

Employees are entitled to take up to 8 hours unpaid leave during any school year (no more than 4 hours of which may be taken on any given day) to attend school conferences or classroom activities, but only if the employee has previously exhausted all accrued vacation leave and personal leave.

FAMILY MILITARY LEAVE

Employees are entitled to take up to 30 days of unpaid family military leave during the time the employee's spouse, child, parent or grandparent are under federal or state deployment orders but only if the employee has previously exhausted all accrued vacation leave and personal leave, and if such leave is not already covered by the Family and Medical Leave Act.

DOMESTIC AND SEXUAL VIOLENCE LEAVE

Employees, who are a victim of domestic or sexual violence or who have a family or household member who is a victim of domestic or sexual violence, are entitled to take up to 12 work weeks of unpaid leave during any 12 month period to address domestic or sexual

violence, relocation, and legal proceedings, including medical appointments.

BLOOD DONATION

Employees may take one hour paid leave each 56 days to donate blood, at such times as the employer shall first approve.

FUNERAL LEAVE

In the event of a death in the employee's immediate family, full-time employees will be granted paid time off up to three (3) days for employees to handle matters relating to the death of an immediate family member. Immediate family members include a child, spouse, domestic partner, sibling, parent, grandparent, grandchild, or parent-in-law. Time off may be taken on non-consecutive days. BRANDT may request documentation to support any time-off request (such as an obituary or a service program).

MILITARY LEAVE

BRANDT provides unpaid leaves of absence to all regular full-time and part-time employees for military or reserve duty in accordance with applicable state and federal laws. BRANDT will also follow and comply with all other requirements under the Uniform Services Employment and Reemployment Rights Act ("USERRA").

Furthermore, BRANDT fully recognizes the important role of the National Guard and Reserves and strongly supports employee participation. The following provisions apply for military leave of absence when an employee is required by a branch of the armed forces to attend an annual training session or serve under emergency mobilization orders.

Reservists that are called to active duty will have rehire and other benefits as prescribed by federal law in U.S. Code Title 38, Veteran Reemployment Rights. Refer to Benefits Section for insurance information.

COURT LEAVE

An employee will be granted leave with pay if the employee is called for jury duty or is subpoenaed to serve as a witness in a court of law for up to 120-hours (based upon a 40-hour workweek). Paid court leave is not available to an employee when the case is a personal case where the employee is the named plaintiff or defendant.

HOLIDAYS

BRANDT will close in observance of the following holidays whenever they come on a day it would normally be open unless conditions warrant otherwise. If a non-exempt employee who works 40 hours per week works a holiday at the request of management, he or she will be given two days pay for each day worked.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (two days)
- Christmas (two days)

A holiday that occurs on a Saturday or Sunday will be observed on either the preceding Friday or the following Monday.

INCLEMENT WEATHER

BRANDT will make every effort to maintain normal work hours even during inclement weather; however, when extraordinary circumstances warrant, BRANDT reserves the right to close, or delay the opening of, BRANDT's facilities. Regardless of whether BRANDT facilities remain open, if employees feel hazardous conditions will not permit their safe travel, employees should use their own judgment and discretion as employees' safety remains BRANDT's top priority. Employees who have determined they cannot commute safely will be allowed to use accumulated paid time off if they choose to do so.

Prior to normal starting time when it is announced that local federal government offices will be closed due to inclement weather, BRANDT facilities will also be considered closed. Please note, due to the number of BRANDT locations, many in outlying rural areas, under extreme circumstances it may be necessary for the plant manager to make the determination to close his or her facility. All full-time employees will be paid for such time off, up to a full 8 hours. Part-time employees will only be paid if normally scheduled to work that day and only for those hours which the employee would normally work.

On days when weather conditions worsen as the day progresses, BRANDT may decide to close early. In such cases, a decision and an announcement will be made at the BRANDT facilities.

Furthermore, BRANDT may need to close a location due to an emergency. BRANDT will use its discretion in determining whether to pay employees regarding an emergency event.

Section 7

Information Technology



INFORMATION TECHNOLOGY

BRANDT's computers, networks, communications systems, and other information technology ("IT") resources are intended for business purposes only (except for limited personal use as described below) during working time and at all other times. To protect BRANDT and its employees, it is BRANDT's policy to restrict the use of all IT resources and communications systems as described below. Each user is responsible for using these resources and systems in a productive, ethical, and lawful manner.

The use of BRANDT's IT resources and communications systems by an employee shall signify his or her understanding of and agreement to the terms and conditions of this policy, as a condition of employment.

SECURITY, ACCESS, AND PASSWORDS

Security of BRANDT's IT resources and communications systems is the responsibility of the Information Technology (IT) Department, including approval and control of employees' and others' access to systems and suspension or termination of access in cases of misuse and when a user is no longer an employee or otherwise is ineligible to use the systems.

It is the responsibility of each employee to adhere to IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All user names, pass codes, passwords, and information

used or stored on the company's computers, networks, and systems are the property of BRANDT. No employee may use a user name, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by BRANDT.

No employee shall share user names, pass codes, or passwords with any other person. An employee shall immediately inform the IT Department if he or she knows or suspects that any user name, passcode, or password has been improperly shared or used, or that IT security has been violated in any way.

Only BRANDT-issued computers and equipment may be connected to any of the wired or wireless connections located throughout the BRANDT facilities. Employees are not permitted to allow visitors or third party vendors to access any BRANDT equipment, networks or WIFI systems except for the BRANDT Guest WIFI.

RESOURCES AND SYSTEMS COVERED BY THIS POLICY

This policy governs all IT resources and communications systems owned by or available at BRANDT, and all use of such resources and systems when accessed using an employee's own resources, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.

- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

NO EXPECTATION OF PRIVACY

All contents of the BRANDT's IT resources and communications systems are the property of BRANDT. While BRANDT generally respects the privacy of its employees and it would not be common practice to read employees' files or email traffic, listen to voicemails or track internet activity without reason, employees should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the company's electronic information and communications systems.

Employees are expressly advised that to prevent against misuse, BRANDT reserves the right to monitor, intercept, and review, without further notice, every employee's activities using BRANDT's IT resources and communications

systems, including but not limited to email (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities, and the employee consents to such monitoring by their acknowledgement of this policy and their use of such resources and systems. This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, log-ins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

BRANDT may also store copies of such data and communications for a period of time after they are created, and may delete such copies from time to time without notice.

Employees should not use BRANDT's IT resources and communications systems for any matter that they desire to be kept private or confidential from BRANDT.

NETWORK SYSTEMS

BRANDT maintains integrated computer and data communications networks to facilitate all aspects of its business. Employees may never sign on to any network equipment using the password or user name of another employee. No employees should access, attempt to access, alter, or delete any network document except in furtherance of authorized BRANDT business.

DOWNLOADING AND INSTALLING SOFTWARE/WEBSITE AGREEMENTS

Email and downloading from the internet are prime sources of viruses and other malicious software. Therefore, no one may download or install any software or shareware to their hard drive that is not expressly authorized or approved by the IT Department. In addition, employees may not accept the terms or conditions of website agreements without first obtaining approval from the IT Department.

CONFIDENTIALITY AND PROPRIETARY RIGHTS

BRANDT's confidential information and intellectual property (including trade secrets) are extremely valuable to BRANDT and employees are advised to treat them accordingly and not to jeopardize them through the employee's business or personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail. Disclosure of BRANDT's confidential information to anyone outside BRANDT and use of BRANDT's intellectual property is subject to BRANDT's Confidentiality and Proprietary Rights Agreement. An employee should consult with their direct supervisor if they are unsure whether to disclose confidential information to particular individuals or how to safeguard BRANDT's proprietary rights.

Employees may not use BRANDT's name, brand names, logos, taglines, slogans, or other trademarks without written permission from the BRANDT Legal Department.

This policy also prohibits use of BRANDT's IT resources and communications systems in any manner that would infringe on or violate the proprietary rights of third parties. Electronic communications systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent, and/or trade secret law. Employees should not knowingly use or distribute any such material downloaded from the internet or received by email without the prior written permission of the BRANDT Legal Department.

EMAIL AND TEXT MESSAGING

BRANDT provides certain employees with access to email and/or text messaging systems for use in connection with performing their job duties. BRANDT seeks to provide stable and secure email and text messaging systems (including SMS and internet-based instant messaging) with rapid, consistent delivery times that promote communication for business purposes without incurring unnecessary costs or generating messages that are unproductive for the recipient. Many of the policies described below governing use of BRANDT's email and text messaging systems are aimed at reducing the overall volume of messages flowing through and stored on the network, reducing the size of individual messages, and making the system more efficient and secure. Employees should not forward any emails to third parties outside of BRANDT that contain confidential or proprietary information or that contain strategic business conversations amongst BRANDT employees.

SPAM

Unfortunately, users of email and text messaging will occasionally receive unsolicited commercial or bulk messages (spam) which, aside from being a nuisance and a drain on IT resources, might be a means to spread computer viruses and other malicious software. Employees should avoid opening unsolicited messages and report any suspicious messages to the IT Department. Employees should delete all spam immediately and should not reply to the message in any way, even if it states that the employee can request to be removed from its distribution list. If delivery persists, the employee should contact the IT Department to block any incoming messages from that address.

Employees should be aware that spammers have the ability to access email addresses that are listed as senders or recipients on email messages, on websites, user discussion groups, and other internet areas. Therefore, employees should be cautious about using and disclosing their BRANDT email address.

ETIQUETTE

Proper business etiquette should be maintained when communicating via email and text messaging. When writing business email, be as clear and concise as possible. Sarcasm, poor language, inappropriate comments, attempts at humor, and so on, should be avoided. When communicating via email or instant messages, there are no facial expressions and voice tones to assist in determining the meaning or intent

behind a certain comment. This leaves too much room for misinterpretation. Email communications should resemble typical professional and respectful business correspondence.

PERSONAL USE OF COMPANY-PROVIDED EMAIL AND INTERNET

BRANDT recognizes that employees might work long hours and occasionally may desire to use company-provided email and internet for personal use at the office or by means of BRANDT's computers, networks and other IT resources and communications systems. BRANDT authorizes such use so long as it does not involve unprofessional or inappropriate content and does not interfere with an employee's employment responsibilities or productivity.

Employees may not use BRANDT's computers, networks, and other IT resources and communications systems for the following:

- Accessing pornographic, sexually explicit or "hate" sites, or any other websites that might violate law or BRANDT's policies against harassment and discrimination.
- Political, or religious campaigning.
- Soliciting for non-BRANDT outside organizations or commercial ventures.
- Selling Internet or other carrier access time.

- Creating, contributing to, or forwarding any disruptive or potentially offensive messages (including pictures or profanity) that may insult a reasonable person's age, sexual orientation, gender, religious or political belief, national origin, ethnicity, race or disability.
- To copy or transmit copyrighted materials.

Employees may not stream audio or video content on any device while connected to any BRANDT wired or wireless network (without prior authorization of BRANDT IT Department).

USE OF SOCIAL MEDIA

The internet provides unique opportunities to participate in discussion groups and activities, and share information on particular topics using a wide variety of social media. Social media is technology that enables online users to interact and share information (including video, audio, photographs, and text) publicly or privately. BRANDT respects the rights of employees to use social media, and the rights of employees to network privately in a manner that does not impact BRANDT's business. However, an employee's identity online may be linked to BRANDT's professional reputation, and their use of social networking sites may affect relationships between BRANDT employees, and between BRANDT and its customers. Therefore, to protect BRANDT's interests and ensure employees focus on their job duties, employees must adhere to the general internet use

guidelines and rules in this policy, and the following related specifically to social media use:

- Employees may not blog or conduct non-BRANDT related social media activity during working hours without approval of the employee's supervisor.
- Employees may not disclose any confidential or proprietary BRANDT information or BRANDT customer names during any authorized social media activity.
- Employees may not use BRANDT business email address or telephone number on any public social media profile.
- Employees may not use their public social media profiles or online presence to disparage BRANDT, its customers, its staff, shareholders, officers or directors, subject to an employee's right to discuss working conditions with co-workers pursuant to Section 7 of the National Labor Relations Act.
- Employees must respect the intellectual property rights of others in any authorized social media activity.
- If an employee chooses to engage in social media activities during non-working hours, he or she may not discuss BRANDT business or BRANDT's customers or imply that he or she is speaking for or on behalf of BRANDT or as a BRANDT employee in any such communication, unless directly

authorized by the employee's direct supervisor.

If an employee's job duties require them to speak on behalf of BRANDT in a social media environment, they must be authorized by the Chief Marketing Officer to act as a representative of BRANDT or must otherwise seek approval for such communication from the Chief Marketing Officer. Likewise, if an employee is not a member of the Marketing Department and is contacted for BRANDT's comment for any publication, including any social media outlet, the employee must direct the inquiry to the Marketing Department and must not respond without written approval. Note that BRANDT owns all social media accounts used for business purposes on behalf of BRANDT, including any and all content associated with each account, such as followers and contacts. BRANDT owns all such information and content regardless of the employee that opens the account or uses it, and will retain all such information regardless of separation of any employee from employment with BRANDT.

Employee social networking profiles and personal blogs that are open to viewing by BRANDT colleagues, customers, or business affiliates should be scrupulously free of material that might be viewed as offensive, obscene, harassing, sexually oriented, threatening or intimidating. Examples of such materials include sexually-based text and pictures, and material that might offend individuals of different genders, sexual orientations, disabilities, religions, races or national origins. An employee's duty to maintain his or her public profile includes an obligation to monitor

and remove, as necessary, offending material which may be posted on or linked to the employee's public profile by another user.

If an employee is unsure about the appropriateness of any posting or communication, they should discuss it with their direct supervisor or the BRANDT Legal Department and refrain from making the posting or communication until they have had it approved. Any conduct that under the law is impermissible if expressed through any other public forum is also impermissible if expressed through social media. If an employee sees content in a social media environment that reflects poorly on BRANDT or its stakeholders, the employee should notify their direct supervisor and the BRANDT Legal Department immediately. Protecting BRANDT's goodwill and business reputation is part of every employee's job.

Finally, employees should keep in mind the speed at which information can be relayed through social media, and the manner in which it can be misunderstood and distorted by readers and subsequent re-posters. Accordingly, BRANDT urges all employees not to post information regarding BRANDT or their jobs that could lead to morale issues in the workplace or that might detrimentally affect BRANDT's goodwill or business reputation.

TELEPHONE AND VOICEMAIL

BRANDT provides landline and/or mobile telephone access and voicemail systems to certain employees for use in connection with

performing their job duties. To ensure that customers are provided with courteous and respectful service, and to prevent misuse of the BRANDT's IT resources, telephone conversations and voicemail messages of every employee may, without notice, be monitored, recorded, and reviewed. BRANDT may also store recorded telephone conversations and voicemail messages for a period of time after they take place, and may delete such recordings from time to time.

BRANDT recognizes that employees might occasionally need to use BRANDT telephones and voicemail for personal activities. BRANDT therefore authorizes occasional personal use of BRANDT's telephones and voicemail systems so long as it does not comprise unprofessional or inappropriate conversations or messages, and does not interfere with the employee's employment responsibilities or productivity. BRANDT telephones may not be used for commercial, religious, or political solicitation.

Section 8

Acknowledgement of Receipt & Review



ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

I, the undersigned, hereby acknowledge that I have received and read a copy of the foregoing Employee Handbook and I hereby acknowledge that I understand the contents of and agree to comply with the Employee Handbook. I further understand that Team BRANDT, LLC has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the Employee Handbook at any time. No statement or representation by any other employee, whether oral or written, can supplement or modify the Employee Handbook.

Further, I understand that neither the Employee Handbook nor any other communication by a representative or employee of Team BRANDT, LLC, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized representative of Team BRANDT, LLC containing provisions to the contrary, I am employed at-will and nothing contained herein will modify my at-will employment status. If I have a written employment agreement signed by an authorized representative of Team BRANDT, LLC, and the Employee Handbook conflicts with the terms of my employment agreement, I agree that my employment agreement is hereby amended to the extent necessary to comply with the Employee Handbook.

I understand that I should contact the Human Resources Department for Team BRANDT, LLC if I have any questions about the Employee Handbook generally or any questions about reporting a suspected conflict of interest or other violation of the Employee Handbook.

Signature

Printed Name

Date

Appendix A

Anti-Corruption Policy

ANTI-CORRUPTION POLICY

1. INTRODUCTION.

BRANDT, INC., a Florida corporation, its subsidiaries and affiliates (herein "BRANDT") operates in a wide range of legal and business environments, many of which pose challenges to our ability to conduct our business operations with integrity. As a company, we strive to conduct ourselves according to the highest standards of ethical conduct. Throughout our operations, BRANDT seeks to avoid even the appearance of impropriety in the actions of our directors, officers, employees, and agents, and strictly prohibits all forms of corruption and bribery and will take all necessary steps to ensure that corruption and bribery do not occur in our business activities.

This Anti-Corruption Policy (this "Policy") reiterates BRANDT's commitment to integrity, and explains the specific requirements and prohibitions applicable to our operations under anti-corruption laws, including, but not limited to, the US Foreign Corrupt Practices Act of 1977 ("FCPA"). This Policy also contains information intended to reduce the risk of corruption and bribery from occurring in BRANDT's activities.

Under the FCPA, it is illegal for US persons, including US companies or any companies traded on US exchanges, and their subsidiaries, directors, officers, employees, and agents, to bribe non-US government officials. The concept of prohibiting bribery is simple. However, understanding the full scope of the FCPA is essential as this law directly affects everyday

business interactions between BRANDT and non-US governments and government-owned or government-controlled entities.

Violations of the FCPA can also result in violations of other US laws, including anti-money laundering, mail and wire fraud, and conspiracy laws. The penalties for violating the FCPA are severe. In addition to being subject to BRANDT's disciplinary policies (including termination), individuals who violate the FCPA may also be subject to imprisonment and fines.

Aside from the FCPA, BRANDT may also be subject to other non-US anti-corruption laws, in addition to the local laws of the countries in which BRANDT conducts business. This Policy generally sets forth the expectations and requirements for compliance with those laws.

This Policy is applicable to all of BRANDT's operations worldwide. This Policy applies to all directors, officers, and employees of BRANDT. This Policy also applies to agents, consultants, joint venture partners, distributors, and any other third-party representatives of BRANDT that, on behalf of BRANDT, have conducted business outside of the US or interacted with non-US government officials or are likely to conduct business outside of the US or interact with non-US government officials. All parties listed above who are subject to this Policy are referred to herein collectively as "BRANDT employees, agents and third party representatives."

2. PROHIBITED PAYMENTS.

BRANDT employees, agents and third party representatives are prohibited from directly or indirectly making, promising, authorizing, or offering anything of value to a non-US government official on behalf of BRANDT to secure an improper advantage, obtain or retain business, or direct business to any other person or entity. This prohibition includes payments to third-parties where the BRANDT employee or agent knows, or has reason to know, that the third-party will use any part of the payment for bribes.

(a) Cash and Non-Cash Payments: "Anything of Value." Payments that violate the FCPA may arise in a variety of settings and include a broad range of payments beyond the obvious cash bribe or kickback. The FCPA prohibits giving "anything of value" for an improper purpose. This term is very broad and can include, for example:

- (i)** Gifts.
- (ii)** Travel, meals, lodging, entertainment, or gift cards.
- (iii)** Loans or non-arm's length transactions.
- (iv)** Charitable or political donations.
- (v)** Business, employment, or investment opportunities.

(b) Non-US Government Official. The FCPA broadly defines the term non-US government official to include:

- (i)** Officers or employees of a non-US government or any department, agency, or instrumentality thereof.
- (ii)** Officers or employees of a company or business owned in whole or in part by a non-US government (a state owned or controlled enterprises).
- (iii)** Officers or employees of a public international organization (such as the United Nations, World Bank, or the European Union).
- (iv)** Non-US political parties or officials thereof.
- (v)** Candidates for non-US political office.

This term also includes anyone acting on behalf of any of the above.

On occasion, a non-US government official may attempt to solicit or extort improper payments or anything of value from BRANDT employees, agents and third party representatives. Such employees, agents and third party representatives must inform the non-US government official that BRANDT does not engage in such conduct and immediately contact BRANDT's Legal Department by email at Brandt.Legal@Brandt.co.

(c) Commercial Bribery. Bribery involving commercial (non-governmental parties) is also prohibited under this Policy. To this end, BRANDT employees, agents and third party representatives shall not offer, promise, authorize the payment of, or pay or provide anything of value to any employee, agent, or

representative of another company to induce or reward the improper performance of any function or any business-related activity. BRANDT employees, agents and third party representatives also shall not request, agree to receive, or accept anything of value from any employee, agent, or representative of another company or entity as an inducement or reward for the improper performance of any function or business-related activity.

3. PERMITTED PAYMENTS.

The FCPA does not prohibit all payments to non-US government officials. In general, the FCPA permits three categories of payments:

(a) Facilitating Payments. The FCPA includes an exception for nominal payments made to low-level government officials to ensure or speed the proper performance of a government official's routine, non-discretionary duties or actions, such as:

- (i)** Clearing customs.
- (ii)** Processing governmental papers such as visas, permits, or licenses.
- (iii)** Providing police protection.
- (iv)** Providing mail, telephone, or utility services.

While these facilitating payments are permissible under the FCPA, BRANDT discourages facilitating payments and prior notice should be given to and permission

should be obtained from the BRANDT Legal Department prior to making any such payments.

(b) Promotional Hospitality and Marketing Expenses or Pursuant to a Contract.

BRANDT may pay for the reasonable cost of a non-US government official's meals, lodging, or travel if, and only if, the expenses are bona fide, reasonable, and directly related to the promotion, demonstration, or explanation of BRANDT products or services, or the execution of a contract with a non-US government or agency. Hospitality should be proportionate to the business portion of the event, and should not be offered or provided in return for any favor or benefit to BRANDT or to influence improperly any official decision. The frequency of hospitality shall be carefully monitored, as the cumulative effect of frequent hospitality may give rise to the appearance of impropriety.

(c) Promotional Gifts. Promotional gifts of nominal value may be given to a non-US government official as a courtesy in recognition of services rendered or to promote goodwill. These gifts must be nominal in value (not to exceed \$500) and should generally bear the trademark of BRANDT or one of its products. For promotional gifts exceeding \$500 in value, permission should be obtained from the BRANDT Legal Department prior to making any such gift.

4. POLITICAL AND CHARITABLE CONTRIBUTIONS.

Contributions to candidates for non-US political office and charitable contributions to non-US charities are prohibited unless prior written approval is obtained from BRANDT's Legal Department.

5. CASH PAYMENTS.

Cash payments of any kind to a third-party, other than documented petty cash disbursements or other valid and approved payments, are prohibited. BRANDT company checks shall not be written to "cash," "bearer," or anyone other than the party entitled to payment except to replenish properly used petty cash funds.

6. REPRESENTATIVES.

All third-party BRANDT representatives, including its agents and independent distributors, must fully comply with the FCPA and all other applicable laws.

7. COMPLIANCE.

BRANDT employees, agents and third party representatives must be familiar with and perform their duties according to the requirements set out in this Policy. BRANDT employees or agents who violate this Policy are subject to disciplinary action, up to and including dismissal or termination. Third-party

representatives or distributors who violate this Policy may be subject to termination of all commercial relationships with BRANDT.

To ensure that all BRANDT employees, agents and third party representatives are thoroughly familiar with the provisions of this Policy, the FCPA, and any other applicable anti-corruption laws, BRANDT shall provide anti-corruption education and resources to BRANDT employees, agents and third party representatives, as appropriate. BRANDT employees, agents and third party representatives will be expected to certify in writing their compliance with this Policy upon request of BRANDT.

Any BRANDT employee or agent who suspects that this Policy may have been violated must immediately notify BRANDT as specified in the section entitled "Reporting Policy Violations" below. Any BRANDT employee who, in good faith, reports suspected legal, ethical, or Policy violations will not suffer any adverse consequence for doing so. When in doubt about the appropriateness of any conduct, BRANDT requires that the employee seek additional guidance before taking any action that may subject BRANDT to potential FCPA liability.

8. DUTY TO COOPERATE.

BRANDT may at times undertake a more detailed review of certain transactions. As part of these reviews, BRANDT requires all employees, agents, and third-party representatives to cooperate with BRANDT, outside legal counsel, outside auditors, or other similar parties. BRANDT views failure to

cooperate in an internal review as a breach of the employee’s obligations to BRANDT, and will seek to remedy this breach in accordance with any local laws or regulations.

9. QUESTIONS ABOUT THE POLICY.

If an employee has any questions relating to this Policy, please contact BRANDT’s Legal Department at Brandt.Legal@Brandt.co.

10. REPORTING POLICY VIOLATIONS.

To report potential violations of this Policy, immediately notify BRANDT’s Legal Department at Brandt.Legal@Brandt.co.

11. ACKNOWLEDGMENT.

I, the undersigned, hereby acknowledge that I have received a copy of the Brandt Consolidated Inc. Anti-Corruption Policy and that I have read it, understood it and agree to comply with it. I further understand that BRANDT has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time. No statement or representation by any other employee, whether oral or written, can supplement or modify this Policy. Changes can only be made if approved in writing by BRANDT’S Legal Department.

Further, I understand that neither this Policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized representative of BRANDT containing provisions to the contrary, I am employed at will and this Policy does not modify my at-will employment status. If I have a written employment agreement signed by an authorized representative of BRANDT and this Policy conflicts with the terms of my employment agreement, I agree that my employment agreement is hereby amended to the extent necessary to comply with this Policy.

Signature

Printed Name

Date

Appendix B

Confidentiality and Proprietary Rights Agreement

Employee Confidentiality and Proprietary Rights Agreement

This Employee Confidentiality and Proprietary Rights Agreement ("**Agreement**") is entered into by and between TEAM BRANDT, LLC, a Florida Limited Liability Company (the "**Employer**") on behalf of itself, its subsidiaries, and other corporate Affiliates (collectively referred to herein as the "**Employer**"), and the undersigned Employee (the "**Employee**") (the Employer and the Employee are collectively referred to herein as the "**Parties**") as of the date hereafter stated (the "**Effective Date**"). In consideration of the release to Employee of confidential information and the continued employment of Employee by Employer, which the Employee acknowledges to be good and valuable consideration for his or her obligations hereunder, the Employer and the Employee hereby agree as follows:

1. General Definitions.

(a) The term "**Person(s)**" shall mean any individual, partnership, corporation, company, trust, joint-venture, or similar entity;

(b) The term "**Affiliate(s)**" in respect of a Person shall mean any Person that controls, is controlled by or is under common control with such first Person (it being understood that, for the purposes of this definition, the term "control" shall mean (i) possession, direct or indirect, of the power to direct the management or policies of a Person,

whether through ownership of voting securities, by contract relating to voting rights, or otherwise or (ii) ownership, direct or indirect, of more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such Person);

2. Confidentiality and Security.

(a) Confidential Information.

(i) The Employee understands and acknowledges that during the course of employment by the Employer, he or she will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Employer and its businesses and existing and prospective customers, suppliers, investors, and other associated third parties ("**Confidential Information**"). The Employee further understands and acknowledges that this Confidential Information and the Employer's ability to reserve it for the exclusive knowledge and use of the Employer is of great competitive importance and commercial value to the Employer, and that improper use or disclosure of the Confidential Information by the Employee will cause irreparable harm to the Employer, and may also cause the Employer to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties, for which remedies at law will not be adequate.

(ii) For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business records and plans, customer and supplier lists and records (to include their identity, locations purchasing or sales experience, delivery schedules and routing, credit terms and payment experience), product formulas and formulations, chemicals used in production, manufacturing methods and processes, components used in product lines, trade secrets, pricing structures, sales and profit margins, marketing plans and strategies, discount practices, business costs and overhead data, payroll and human resource information, financial statements, profit and loss statements, income tax returns and schedules from, depreciation data and schedules, computer programs and listings, environmental permits, and all related correspondence and materials.

(iii) The Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(iv) The Employee understands and agrees that Confidential Information

developed by the Employee in the course of his or her employment by the Employer shall be subject to the terms and conditions of this Agreement as if the Employer furnished the same Confidential Information to the Employee in the first instance. Confidential Information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf.

(b) Disclosure and Use Restrictions.

(i) Employee covenants and agrees:

(A) to treat all Confidential Information as strictly confidential;

(B) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Employer) not having a need to know and authority to know and to use the Confidential Information in connection with the business of the Employer and, in any event, not to anyone outside of the direct employ of the Employer (except as required in the performance of any of the Employee's authorized employment duties to the Employer, and only after

execution of a confidentiality agreement by the third party with whom Confidential Information will be shared); and

(C) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Employer, except as required in the performance of the Employee's authorized employment duties to the Employer or with the prior consent of an authorized officer acting on behalf of the Employer in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). The Employee understands and acknowledges that the Employee's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Employee's employment by the Employer until the Confidential Information has become public knowledge other than as a result of the Employee's breach of this Agreement or a breach by those acting in concert with the Employee or on the Employee's behalf.

(ii) Permitted disclosures.

(A) Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Employee shall promptly provide written notice of any such order to an authorized officer of the Employer and give the Employer a reasonable opportunity to review the proposed disclosure before it is made and to interpose its own objection to the proposed disclosure.

(B) Nothing in this Agreement in any way prohibits or is intended to restrict or impede the Employee from discussing the terms and conditions of his or her employment with coworkers or exercising protected rights under Section 7 of the National Labor Relations Act or otherwise disclosing information as permitted by law.

(iii) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(A) The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is

made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If the Employee files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Employee may disclose the Employer's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

(c) Duration of Confidentiality Obligations. The Employee understands and acknowledges that his or her obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Employee first having access to such Confidential Information (whether before or after he or she begins employment by the Employer) and shall continue during and after his or her employment by the Employer until such time as such Confidential Information has become public knowledge other than as a result of the Employee's breach of this Agreement or breach by those acting in concert with the Employee or on the Employee's behalf.

3. Proprietary Rights.

(a) Work Product. The Employee acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Employee individually or jointly with others during the period of his or her employment by the Employer and relating in any way to the business or contemplated business, research, or development of the Employer (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Employer.

For purposes of this Agreement, Work Product includes, but is not limited to, Employer information, including but not

limited to plans, publications, research, strategies, techniques, product formulas and formulations, manufacturing methods, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, manufacturing information, marketing information, advertising information, and sales information.

(b) Work Made for Hire; Assignment. The Employee acknowledges that, by reason of being employed by the Employer at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Employer. To the extent that the foregoing does not apply, the Employee hereby irrevocably assigns to the Employer, for no additional consideration, the Employee's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto

throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Employer's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Employer would have had in the absence of this Agreement.

(c) Further Assurances; Power of Attorney.

During and after his or her employment, the Employee agrees to reasonably cooperate with the Employer, at the Employer's expense, to (i) apply for, obtain, perfect, and transfer to the Employer the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to the Employer any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Employer. The Employee hereby irrevocably grants the Employer power of attorney to execute and deliver any such documents on the Employee's behalf in his or her name and to do all other lawfully permitted acts to transfer the Work Product to the Employer and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Employee does not promptly cooperate with the Employer's request (without limiting the rights the Employer shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by the Employee's subsequent incapacity.

(d) Moral Rights. To the extent any copyrights are assigned under this Agreement, the Employee hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Employee may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

(e) No License. The Employee understands that this Agreement does not, and shall not be construed to, grant the Employee any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to him or her by the Employer.

4. Security.

(a) Security and Access. The Employee agrees and covenants (i) to comply with all Employer security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Employer intranet, internet, social media and instant messaging systems, computer systems, email systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Employer facilities, IT resources, and communication technologies ("**Facilities and Information Technology Access Resources**"); (ii) not to access or use any

Facilities and Information Technology Access Resources except as authorized by Employer; and (iii) not to access or use any Facilities and Information Technology Access Resources in any manner after the termination of the Employee's employment by the Employer, whether termination is voluntary or involuntary. The Employee agrees to notify the Employer promptly in the event he or she learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other Employer property or materials by others.

(b) Exit Obligations. Upon (i) voluntary or involuntary termination of the Employee's employment or (ii) the Employer's request at any time during the Employee's employment, the Employee shall (a) provide or return to the Employer any and all Employer property, including but not limited to, keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, speakers, webcams, manuals, reports, files, books, compilations, work product, email messages, recordings, tapes, disks, thumb drives, or other removable information storage devices, hard drives and data and all Employer documents and materials belonging to the Employer and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work

Product, that are in the possession or control of the Employee, whether they were provided to the Employee by the Employer or any of its business associates or created by the Employee in connection with his or her employment by the Employer; and (b) delete or destroy all copies of any such documents and materials not returned to the Employer that remain in the Employee's possession or control, including those stored on any non-Employer devices, networks, storage locations, and media in the Employer's possession or control.

5. Publicity. Employee hereby consents to any and all uses and displays, by the Employer and its agents, of the Employee's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio, and video recordings, digital images, websites, television programs, and advertising, other advertising, sales, and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during or after the period of his or her employment by the Employer, for all legitimate business purposes of the Employer ("Permitted Uses"). Employee hereby forever releases the Employer and its directors, officers, employees, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his or her employment by the Employer, in connection with any Permitted Use.

6. Non-Disparagement. The Employee agrees and covenants that he or she will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Employer or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors, and other associated third parties. This Section does not, in any way, restrict or impede the Employee from exercising his or her rights under Section 7 of the National Labor Relations Act

7. Acknowledgment. The Employee acknowledges and agrees that the services to be rendered by him or her to the Employer are of a special and unique character; that the Employee will obtain knowledge and skill relevant to the Employer's industry, methods of doing business, and marketing strategies by virtue of the Employee's employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Employee further acknowledges that the amount of his or her compensation reflects, in part, his or her obligations and the Employer's rights under this Agreement; that he or she has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that he or she will not be subject to undue hardship by reason of his or her full compliance with the terms and conditions of this Agreement or the Employer's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship

for any certain period of time. Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the employment relationship between the Employer and the Employee, pursuant to which either the Employer or the Employee may terminate the employment relationship at any time, with or without cause, with or without notice.

8. Remedies. The Employee acknowledges that the Employer's Confidential Information and the Employer's ability to reserve it for the exclusive knowledge and use of the Employer is of great competitive importance and commercial value to the Employer, and that improper use or disclosure of the Confidential Information by the Employee will cause irreparable harm to the Employer, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee hereby consents and agrees that the Employer shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

9. Successors and Assigns.

(a) Assignment by the Employer. The Employer may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Employer. This Agreement shall inure to the benefit of the Employer and permitted successors and assigns.

(b) No Assignment by the Employee. The Employee may not assign this Agreement or any part hereof. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.

10. Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Illinois without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of Illinois, county of Sangamon. The Parties hereby irrevocably submit to the jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

11. Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Employee and the Employer pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties,

both written and oral, with respect to such subject matter. In the event of any inconsistency between the provisions of this Agreement and the Employee Handbook, this Agreement shall control.

12. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by a duly authorized officer of the Employer. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

13. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing

such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, by adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

14. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Signatures transmitted by facsimile or other electronic means shall be accepted as originals for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

EMPLOYEE

TEAM BRANDT, LLC

Signature

By

Printed Name

Name

Title