



Employee Handbook

2024

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Please see the Appendix for State-specific policies.

Interaction of State and Federal Leave Policies

Leave taken pursuant to state leave laws will run concurrently with leave taken under other applicable state and federal leave laws, including without limitation, FMLA, when the leave is for a qualified reason under those laws.

Welcome

To my fellow Pritchard employees,

I am pleased to provide my introductory remarks to the Pritchard Industries, Inc. Employee Handbook. For employees who are commencing employment with us, we extend a warm and sincere welcome. For employees who have been with us, thank you for your past and continued services.

This Employee Handbook, together with Pritchard's other policies such as the Business Integrity Policy, is a tool for all of us to use as we work together to provide the best services possible to our clients in alignment with our Company mission and values. Our mission to deliver the highest quality facility services powered by a dedicated, well-trained workforce, led by professional management, and committed to developing strong client partnerships. Our values are to sell and serve with passion, set goals which we act upon and win, consider our front-line employees first, and to always display integrity and respect.

While it is not an all-inclusive document, we hope that it covers most topics that may arise during your workday. Please recognize that as things change, either within our organization or in the world around us, some of the policies may change. We will keep you posted as our policies and practices are amended.

This Employee Handbook describes our policies and practices which will allow us all to work together in an accountable and productive work environment. It will help to ensure equitable and fair treatment of our employees, which we realize is paramount to maintaining a positive working environment.

Please review all the topics covered in the Employee Handbook and use it as a reference guide. You should also feel free to ask your manager or your local HR resource for clarification about these or any other topics that may arise.

Thank you all for your attention and contributions to making Pritchard Industries, Inc. the best it can be. With all of us working towards our mission with the same understanding of our shared responsibilities and rights, we can achieve great things together!

Sincerely,

CEO Pritchard Industries LLC.

A Word About This Handbook

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Pritchard Industries, LLC. and its affiliated companies. We refer to Pritchard Industries, LLC., and its affiliated companies as “Pritchard Industries,” “the Company,” “our,” “we” or “us” throughout this Handbook.

We do not expect this Handbook to answer all questions. Your managers and local HR resources also serve as a major source of information.

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

No Pritchard Industries representative other than an authorized corporate officer may modify at- will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this Employee Handbook, are also described in separate documents such as summary plan descriptions. The summary plan description documents are always controlling over any statement made in this Employee Handbook or by any member of Pritchard Industries management.

This Handbook states general Pritchard Industries guidelines. We may, at any time, in our sole discretion, modify or vary from anything stated in this Employee Handbook, with or without notice, except for the rights of the parties to end employment at-will, which may only be modified by an express written agreement signed by the employee and an authorized corporate officer.

Employees must return the acknowledgment form to their local HR resource within 5 days of initial employment or upon request. The signed acknowledgment form will be placed in the employee’s personnel file.

Finally, it is our intent at all times to be in compliance with applicable federal, state and local laws. Therefore, please understand that to the extent any portion of this Handbook is in conflict with such applicable law, it shall be deemed modified so as to conform to such law.

Introduction

NATURE OF EMPLOYMENT

The nature of our employment relationship is “at will.” This means either the Company or the employee may terminate the employment relationship at any time, for any legal reason, with or without notice or cause. Neither this Handbook nor any other Company document confers any contractual right; either express or implied, to remain in the company’s employ, nor guarantees any fixed terms or conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the Company, or you may resign for any reason at any time.

No manager or other representative of the Company (except for the President, in writing signed by the President) has the authority to enter into any agreement with you for employment for any specified period of time, or to make any agreement contrary to the above.

EQUAL EMPLOYMENT OPPORTUNITY

We are committed to providing equal opportunity in all of our employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to race, religion, religious dress/grooming, color, ethnicity, sex (including sex stereotyping), sexual orientation, gender identity or gender expression, national origin, ancestry, citizenship status, creed, uniformed service member status, military or veteran status, marital status, pregnancy, breast-feeding and/or pregnancy-related conditions, age, protected medical condition, leave status, physical or mental disability, genetic characteristics, or any other legally-protected status in accordance with the requirements of all federal, state and local laws. Traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles. “Protective styles” shall include, but not be limited to, braids, locks, twists, Bantu knots, hair covering, and other formations. Our Equal Employment Opportunity Policy also applies to interns and volunteers.

If you have any questions or concerns about equal employment opportunities in the workplace, you are encouraged to bring these issues to the attention of the local HR resource or your manager. We will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If you feel that you have been subjected to any such retaliation, please contact the local HR resource or your manager. To ensure our workplace is free of artificial barriers, violations of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including discharge.

AMERICANS WITH DISABILITIES ACT

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and related state and local laws and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

We review our hiring procedures periodically and aim to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodations are available to all disabled employees where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation), as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

If you require accommodation to perform the essential functions of your job, please notify the local HR resource or the General Manager. The request may be made verbally or by written request and no specific words are required to be used when making a request.

Once we are made aware of the need or a request for an accommodation, we will engage in an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job without causing an undue hardship to the Company.

We are also committed to not discriminating against qualified employees or applicants because they are related to or associated with a person with a disability. We intend to follow any state or local law that provides individuals with disabilities greater protection than the ADA.

Retaliation against any employee for requesting or using accommodation under this policy, or who reports or opposes unlawful discrimination or participates in an investigation related to an alleged violation of this policy, is strictly prohibited. Any employee who believes they have been subjected to retaliation or that their rights under this policy have been interfered with must immediately report the retaliation or interference to their local HR resource or the General Manager.

This policy is neither exhaustive nor exclusive. We are committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

PREGNANCY ACCOMMODATION

The Company will provide reasonable accommodations for an employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would cause undue hardship for the Company.

The Company will not require any employee to accept an accommodation under this policy without engaging in a discussion with the employee about their needs, nor will the Company require an employee to take leave if another reasonable accommodation is available, would allow the employee to keep working, and would not cause undue hardship on the Company.

Retaliation against any employee for requesting or using accommodation under this policy, or who reports or opposes unlawful discrimination or participates in an investigation related to an alleged violation of this policy, is strictly prohibited. Any employee who believes they have been subjected to retaliation or that their rights under this policy have been interfered with must immediately report the retaliation or interference to local HR resource.

Employees in some states may be covered by additional laws applicable to accommodations for pregnancy, childbirth, or related medical conditions. The Company will provide employees with the greatest protection available under applicable law. Please see the appendix applicable to your state for additional information.

ACCOMMODATIONS OF SINCERELY-HELD RELIGIOUS BELIEFS, PRACTICES OR OBSERVANCES

The Company does not discriminate against employees based on their sincerely held religious beliefs, practices or observances, and will provide reasonable accommodations for such beliefs, practices or observances unless doing so would cause an undue hardship for the Company.

Retaliation against any employee for requesting or using accommodation under this policy, or who reports or opposes unlawful discrimination or participates in an investigation related to an alleged violation of this policy, is strictly prohibited. Any employee who believes they have been subjected to retaliation or that their rights under this policy have been interfered with must immediately report the retaliation or interference to their local HR resource or the General Manager.

ANTI-HARASSMENT/DISCRIMINATION/RETALIATION POLICY

Pritchard Industries does not tolerate unlawful harassment, discrimination or retaliation of any of our employees, clients, vendors, suppliers, or independent contractors. Any form of harassment, discrimination or retaliation that violates federal, state or local law, including but not limited to, harassment related to an individual's Protected Characteristics is a violation of this policy and will be treated as a disciplinary matter.

"Sexual harassment" consists of unwelcome advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature where submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment or a basis for employment decisions, or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment. Sexual harassment includes a broad spectrum of conduct including, harassment based on gender (including sex stereotyping), gender identity, gender expression and sexual orientation. By way of illustration only, and not limitation, examples of unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for your failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
- verbal sexual advances, propositions, or requests;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
- physical conduct, such as touching, assault, impeding or blocking movements;
- horseplay (e.g., arm-wrestling, wrestling, kicking, slapping, pinching, strength contests, piggy-backing another person, etc.), practical jokes or arguments;
- making or threatening reprisal after a negative response to sexual advances;
- sending or forwarding email messages and/or text messages of a sexual nature;
- physical or verbal abuse concerning an individual's actual sex or the actor's perception of the individual's sex, even if the conduct is not of a sexual nature; and
- verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a woman is too masculine.

If you have any questions about what constitutes harassing behavior, you should ask your local HR resource or your manager.

Harassment of employees in connection with their work by non-employees may also be a violation of this policy. If you experience harassment by a non-employee, or you observe harassment of an employee by a non-employee, you should report such harassment to the local HR resource or your manager. We will take appropriate action for violations of this policy by any non-employee. Harassment of our clients or employees, vendors, or suppliers of our clients by our employees also is strictly prohibited.

Reporting Harassment

If you feel that you are being harassed by another employee, you should immediately notify your manager. If you do not feel that the matter can be discussed with your manager, you should contact the local HR resource or any other manager to discuss your complaint. Our preference is that you report any harassment in writing, but you may also make a complaint verbally or via the Employee Anonymous Hotline, (855) 662-7233, Company ID 1205301546.

Investigations

All complaints of harassment will be investigated as promptly as possible and corrective action will be taken where warranted. Harassment complaints will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation. Absolute confidentiality is not guaranteed.

No Retaliation

Notifying us of any concerns of harassment that you may have is essential to our ability to maintain a safe and productive working environment for all employees. You may be assured that you will not be penalized in any way for making a good faith report of harassment. The Company will not retaliate against any employee who complains of harassment, files a harassment complaint, or otherwise participates in an investigation, proceeding, nor hearing conducted by us or a federal or state agency.

Any employee who becomes aware of harassment or retaliation in violation of this policy has a duty to report the offending conduct to management, their local HR resource, or the Employee Anonymous Hotline. Failure to do so may lead to discipline for failing to cooperate with, or for hindering, an internal investigation as discussed below.

Discipline for Violations

If we determine that any employee has violated our Company harassment, discrimination and retaliation policies, appropriate corrective action will be taken. This may include discipline up to and including termination, based on the facts and circumstances of the violation in the Company's sole discretion.

Employees may also be subject to disciplinary action, up to and including termination, for failing to cooperate with an internal investigation or the internal complaint procedure, or for taking any steps to hinder such internal investigation or internal complaint procedure. Any such actions should be reported to management or to your local HR resource.

This harassment policy does not prevent you from discussing the terms and conditions of your employment with your coworkers, or discussing issues related to union organizing in the workplace.

POLICY AGAINST IMMIGRATION THREATS, HARASSMENT AND/OR RETALIATION

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three (3) days of beginning employment. Failure to present the required documents may lead to dismissal. Falsifying documentation required by the immigration laws will result in immediate termination. Former employees who are rehired must also complete the form if they have not completed a I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid. If the employee, at any time, cannot verify their right to work in the United States, the Company may be obligated to terminate that employee's employment.

We do not tolerate immigration-based threats, harassment, discrimination and/or retaliation of any of our employees or their families. No manager, agent or employee of the Company is authorized or permitted to: (1) Request additional immigration-related documents other than those required to complete the Form I-9; (2) Refuse to honor documents presented as part of the I-9 process (as long as the documents appear to be genuine on their face); (3) Use the federal E-Verify system to check the employee's authorization status except as part of the normal pre-hire process; (4) Threaten to file or file a false police report based on someone's immigration status; (5) Threaten to contact or contact immigration authorities in bad faith; (6) Threaten to report immigration status to law enforcement; and/or (7) Take adverse employment action for updating personal information in any manner (i.e., updating work status), unless permitted to do so by law.

Your notification to us of any of these actions is essential. We cannot help to prevent these actions unless we know about it. Therefore, it is your responsibility to bring these kinds of problems to our attention so that we can take whatever steps are necessary to address the actions. If any manager or employee violates this policy, appropriate disciplinary action will be taken, up to and including termination. Our Policy Against Immigration Threats, Harassment and/or Retaliation applies equally to interns and volunteers.

If you have questions or need more information on immigration law issues, you are encouraged to contact your local HR resources or your manager. You may raise questions or complaints about immigration law compliance without fear of reprisal.

Communications

EMPLOYEE ANONYMOUS HOTLINE

Pritchard Industries has a hotline that employees may call with any type of concern about working at the Company. You may use the hotline for any concern or raising a complaint, including those relating to harassment, sexual harassment, discrimination, retaliation, safety, OSHA violations, or any other violation of Company policy. The telephone number is (855) 662-7233. The Company ID number is 1205301546. This is an anonymous line and reports are taken by a third-party company who will send these cases to the HR Department, which will fully investigate. This hotline is an important tool in keeping us informed of employees' concerns and issues.

NO SOLICITATION/NO DISTRIBUTION

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, or solicit financial contributions during working time and in working areas. Employees who are not on working time (for example, those on unpaid breaks and mealtimes) may not solicit or distribute literature of any kind to employees who are on working time. Employees in non-work areas, such as break rooms, and not on working time are allowed to engage in solicitation or distribution of literature. This policy also prohibits such solicitation via the Company's email, phone, and other electronic systems. Violation of this policy will result in disciplinary action. Nothing in this policy, however, prohibits employees from discussing with one another their terms and conditions of employment, or otherwise engaging in legally protected conduct.

Non-employees are never permitted to engage in any kind of solicitations, distribute literature or printed materials, or sell merchandise, on Company premises at any time.

Employment

EMPLOYEE CLASSIFICATION CATEGORIES

Full-Time Employees - regularly scheduled to work thirty (30) or more hours each work week.

Part-time Employees - regularly scheduled to work less than thirty (30) hours each work week.

Temporary Employees - work full-time or part-time on a temporary basis for a specific period of time for special projects or assignments, but for no more than 120 days in a year. An employee in this class is not eligible for Company-paid benefits. If, for any reason, a person is reclassified from a temporary employee to a different category that is eligible for benefits, that employee will not be retroactively eligible for benefits. Instead, benefits eligibility will begin prospectively on the first day of the month following re-classification rather than the reclassification date. This provision should not be interpreted as a guarantee that any Temporary employee will continue to be employed by the Company for any specific period of time or provide any promise of employment following a temporary assignment.

In addition, employees are also categorized as "exempt" or "non-exempt."

Non-Exempt Employees - are entitled to overtime pay as required by applicable federal and state law. All overtime must be approved in advance by your manager. Unauthorized overtime is not permitted and may result in disciplinary action, up to and including termination of employment. Only hours actually worked count toward overtime.

Exempt Employees - are not entitled to overtime pay.

INTERNAL TRANSFERS/PROMOTIONS

We offer a Job Posting Program to ensure that all employees are given an opportunity to apply for open transfers and promotions. Applicants will be considered in addition to current employees for posted vacancies. On occasion, we may transfer or reassign employees to meet our business needs and work requirements. Open jobs will be posted on the bulletin boards of all Company locations. A list of open positions may also be obtained, upon request, from the HR Department.

We prefer to promote from within when appropriate, understanding it may be in the Company's best interest to recruit external candidates with the necessary qualifications and skills. To be eligible to apply for a posted position, you must:

- Meet the minimum hiring specifications for the position;
- Be capable of performing the essential functions of the job;
- Be an employee in good standing in terms of overall work record; and
- Have held your position for a minimum of six (6) months.
- It is in the discretion of management to make exceptions to this policy.

REFERRAL PROGRAM

The Company offers employees the opportunity to receive a cash award for referring candidates who are hired for a position with the Company.

All active employees are eligible to participate in the program except for Director level and above, employees of the HR Department, and managers with referrals in their own hiring chain of command. Temporary or contract employees are not eligible to participate. Any candidate may be referred to the Company, provided they are not a former employee, or they have not been referred through any other sources, for example, a staffing agency, job posting, etc.

Referrals are valid for a period of 90 days from the date of initial referral. Referrals are considered valid when dated and signed by a representative of the HR Department after all the appropriate paperwork is attached, which includes the completed referral form, application, and candidate resume. The referring employee and the referral candidate must be active on the payroll at the time the award is made in the first payroll run after the referred employee successfully completes their 90-day introductory period.

The cash awards are as follows:

- \$50 for successfully referring a candidate to an hourly level position.
- \$1,000 for successfully referring a candidate to a Professional or Manager level position.
- \$2,000 for successfully referring a candidate to a Vice President level position or above.

To refer a candidate, you will need to complete the referral application form and attach a copy of the candidate's resume and application and submit those materials to your local HR resource.

EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees as long as there is not a direct reporting relationship or a relationship in which one employee would have access to the personnel records of a relative. For purposes of this policy, "relative" is a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. We will follow sound business judgment in the placement of relative employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same location, provided no direct or indirect reporting or managerial relationship exists. This means that no employee may work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career process could be influenced by the other relative. Similarly, no employee may work in a position in which they would have access to the personnel records of a relative.
- No relatives are permitted to work in the same department or in any other positions where we believe an inherent conflict of interest may exist.
- Employees who marry or otherwise become related while employed will be treated in accordance with these guidelines. This means that if we believe that a conflict or an apparent conflict arises as a result of the marriage or other relationship, one of the employees will be transferred as soon as practicable.

In addition, we recognize that at times, employees and their close friends or significant others may be assigned to positions that create a coworker or manager-subordinate relationship. We will exercise sound judgment in these situations to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and reduce potential sexual harassment in the workplace.

This policy applies to all categories of employment at the Company, including full-time, temporary, and part time classifications.

PERSONAL RELATIONSHIPS

The Company strictly prohibits any romantic or sexual relationships between a manager or supervisor and any employee who reports, directly or indirectly, to them. Managers, supervisors, executives, and anyone else in a sensitive or influential position within the Company must disclose the existence of any relationship with any coworker which has progressed beyond a platonic friendship. The Company will then determine whether any actual or perceived conflict of interest or other concern requires reassignment of either employee. Failure or refusal to work with the Company to resolve such conflicts will be cause for immediate termination.

Employees who are married or otherwise in a romantic or sexual relationship with another employee are strictly prohibited from engaging in inappropriate physical contact while on Company premises, whether working or not. All employees are expected to keep personal exchanges limited during working time and, during non-working time such as lunches or breaks, should keep any personal exchanges appropriate and professional.

Similarly, employees are expected to conduct themselves in a professional manner during working time, while on Company premises, or during Company-sponsored events. Behavior such as kissing, touching, overt displays of affection, sexual language, hand-holding, or other physical contact which would be deemed inappropriate by a reasonable person is prohibited while on Company premises or at Company-sponsored events.

This policy applies to all employees, regardless of the gender or sexual orientation of the parties involved.

WORKPLACE CONDUCT

Pritchard Industries believes in fair employee relations policies, and we endeavor to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and good judgment.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules that all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination, in our sole discretion. The following are examples of some, but not all, types of conduct which may be considered unacceptable and will normally result in the initiation of disciplinary action.

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Company property or a co-worker's property.
3. Disclosing Company confidential or proprietary business information.
4. Failing to attend required meetings or training as assigned.
5. Stopping work before time specified.
6. Loitering or loafing during working time.
7. Making or receiving excessive non-emergency personal telephone calls, texts, visits, etc. during working time.
8. Failing to follow lawful manager's directions or established Company procedures.
9. Presenting an inappropriate appearance or not following expected grooming policies or dress codes.
10. Neglecting job duties or unsatisfactory job performance.
11. Unexcused absence from work or failure to report an absence from work in accordance with Company policy (no call/no show).
12. Failing to be at work on time at the start of the shift.
13. Failing to report an absence from work in accordance with Company policy.
14. Posting or removing workplace signs or notices without proper authorization.
15. Neglecting, abusing, or wasting Company equipment or supplies.
16. Using the Company's equipment or supplies for personal use without authorization.
17. Violating any Company policies, including those policies regarding harassment, discrimination, retaliation, solicitation or distribution of materials, safety, or confidential information.
18. Abusing break or lunch period privileges.
19. Smoking in prohibited areas.
20. Making or deliberately using falsified records, including resumes, personal timecards, expense reports, requisitions, or information on employment application, whether on behalf of yourself or another employee.
21. Creating or contributing to hazardous or unsanitary conditions for clients, coworkers, or others.
22. Failing to follow safety policies, procedures, or precautions regarding hazardous substances and practices.
23. Reporting to work under the influence of alcohol or any illegal substance; possessing or drinking alcohol or possessing or using illegal substances on the Company's property; or being on the Company's property at any time while under the influence of alcohol or illegal substances.
24. Refusing to accept a work assignment.
25. Instigating or participating in any of the following acts: vandalism, theft, assault, verbal or physical fighting, bribery, or gambling.
26. Sleeping while on duty.
27. Any other violation of Company policies.

Obviously, not every type of misconduct can be listed here. Note that all employees are employed at-will, and the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation. Corrective actions include verbal warnings, counseling sessions, written warning, suspensions, or termination. We may initiate corrective actions in any order, or we may choose to implement some but not all corrective actions, depending on the circumstances. Copies of all corrective actions will be provided to the employee and maintained in the employee's personnel file.

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

This policy is not intended to, and will not be administered in such a way as to restrict employees' ability to engage in concerted activity in accordance with the National Labor Relations Act.

SEPARATION OF EMPLOYMENT

Separation of employment may occur for several different reasons:

Resignation – If you intend to resign, we ask that you provide written notice of your resignation to your manager and the local HR resource at least two (2) weeks in advance of your last day. If you provide less than two weeks' notice, you may not be eligible to be rehired in the future.

Retirement – If you intend to retire, we ask that you provide written notice of your retirement to your manager and the local HR resource at least two (2) weeks in advance of your last day. This advance notice allows for a smooth coordination of your transition out of the company.

Termination – All employees are employed on an at-will basis, and we retain the right to terminate an employee at any time, with or without cause and with or without notice. Depending on the situation, the employee may or may not be eligible for rehire in the future.

Job Abandonment – If you fail to report to work or fail to contact your direct manager for three (3) consecutive scheduled workdays, we may consider this as abandonment of your position without notice, effective on the end of the normally scheduled shift on the third day. Employees who are identified as abandoning their position may be ineligible to receive payment for accrued but unused benefits, such as vacation time, to the extent permissible by law, and may be ineligible for rehire in the future.

Unused Vacation - Accrued and unused vacation leave will not be paid out unless required by state law.

Unused Sick Time – Unused sick time is not paid out at the end of employment unless required by applicable state law.

Health Benefits for Eligible Employees - Health insurance benefits terminate on the last day of the month in which the employee's employment ends, unless an employee requests immediate termination of benefits. Information about how you may continue your health coverage under Consolidated Omnibus Budget Reconciliation (COBRA) will be provided. Please pay attention to the important time deadlines contained in the COBRA notice.

Return of Company Property - If you leave the Company, you must return all Company property prior to or on your last day of employment. This includes, but is not limited to, uniforms, keys, badges, cell phones, computers, and any other items provided to you as part of your employment.

Rehire - If you leave the Company in good standing (for example, as a result of a resignation with proper notice and with no outstanding employment issues), you will be eligible for rehire depending on the availability of an appropriate position for which you are qualified. Requests for rehiring of former employees should be submitted to the HR Department before contacting the former employee. Employee referral fees will not be paid for the rehire of former employees.

Workplace Safety

SUBSTANCE-FREE WORKPLACE

Purpose

As we all are aware, two of the biggest health concerns in the United States are alcohol and substance abuse. The health and safety of each Pritchard employee is of paramount concern. So that we can provide the highest level of service to our clients and to minimize the risk of accident and injury to our employees and others, we are committed to providing a substance-free workplace.

General Policy

Each employee is responsible to perform their job in a safe and conscientious manner toward coworkers, clients and their employees, and members of the public. Research and experience have proven that even limited quantities of narcotics, abused prescription drugs, or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. Therefore, we have adopted a policy where each employee must report to work free from the presence of any substances, drugs, or alcohol in their system.

Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using any illegal drugs or intoxicating substances, including lawful controlled substances which have been illegally or improperly obtained, while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's property. Lawful, controlled substances, which have been illegally or improperly obtained, are also prohibited while at work. However, the possession and proper use of lawfully prescribed drugs, which are taken in accordance with the prescription and instructions by a physician, is permitted under this policy.

All employees are prohibited from being under the influence of any illegal or unauthorized controlled substance, or excessive amounts of an otherwise lawful controlled substance, while at work or on duty.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's property. Employees are also prohibited from being under the influence of alcohol while at work or on duty regardless of location.

Prescription Drugs

Possession or use of any medication that is prescribed by your physician and that is used in accordance with that prescription is not prohibited at work. However, employees are prohibited from misusing prescribed medication or being under the influence of misused prescription medication at work. Certain prescription drugs can create a safety hazard and affect the job performance of an employee by causing dizziness, drowsiness, or other side effects. Employees may report the use of prescription or non-prescription drugs that may affect drug tests by completing a written notification and consent form. It is your responsibility to obtain advice from your physician as to whether a prescribed drug may impair your job performance and if so, you should notify your manager or the local HR resource.

Notification of Impairment

It is your responsibility to promptly report to your manager or the local HR resource if you observe, or have any knowledge of, another employee whose condition is impaired and cannot perform their job duties, who presents a hazard to the safety and welfare of others, or who is in violation of this policy. Failure to do so may result in discipline, up to and including termination.

Drug and Alcohol Testing

We may conduct drug and alcohol testing in the following circumstances:

1. Pre-Employment. A drug and alcohol test is required from all job applicants. Testing will be conducted only after a conditional offer of employment has been made. Refusal to submit to testing or a positive confirmed drug or alcohol test may be used as a basis for refusal to hire the applicant. Applicants will be given a written notice of the drug-testing requirement at the time of their application and will be provided with a copy of any positive test results.
2. Reasonable Suspicion. If the Company has a reasonable suspicion that an employee may have violated any of sections of this Substance-Free Policy, the employee may be required to submit to drug and alcohol screening at any time. Reasonable suspicion may arise from: observations by a manager, coworker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a workplace or motor vehicle accident.

Confirmation Testing

All urinalysis drug tests will utilize an initial immunoassay methodology or an equivalent. All positive results shall be confirmed by a licensed laboratory using gas chromatography/mass spectrometry (GC/MS), or an equivalent.

Positive Testing for Prohibited Substances

Any employee who tests positive in a confirmed substance test will be subject to discipline, up to and including termination. In those rare circumstances in which an employee is not immediately terminated for testing positive, or for some other violation of the policy, the Company, in its sole discretion, may allow the employee to return to work contingent upon the employee executing an agreement acknowledging:

1. That they tested positive or otherwise violated the policy;
2. That in exchange for not terminating them for violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Company's coordinating physician in conjunction with management;
3. That in exchange for not terminating them for violating the policy, they agree to undergo periodic unannounced screening for a set period; and
4. That they are subject to immediate termination, without recourse, for any future violation of this, or any other, Company policy.

Investigations and Searches

Where a manager has reasonable suspicion that an employee has violated this policy or another Company policy, the manager, or their designee, may inspect personal vehicles on Company premises, Company vehicles, lockers, work areas, toolboxes, desks, purses, briefcases, and other locations or belongings on Company premises, without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. All employees are notified that locked areas or containers do not prevent a search and employees should understand there is no expectation of privacy on Company premises. When the employee is not present or refuses to remove a personal lock, the Company may do so for them, and compensate the employee for replacement of the lock, if damaged or destroyed. Any such searches will be coordinated with a representative of management.

Employee Assistance

We encourage employees who may have an alcohol or drug problem to seek treatment. However, it is your responsibility to seek and accept assistance before drug and alcohol problems lead to disciplinary action. Confidentiality of records and information will be maintained in accordance with all local, state, and federal laws.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding their performance, and participation will not prevent the Company from administering discipline for violation of its policies or relieve the employee of their responsibility to perform their job in a satisfactory, safe, and efficient manner.

Returning to Work

Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be allowed to return to work or be allowed to continue working until they have been evaluated by a Company-selected physician who will determine if and/or when they can safely return to work.

Discipline

Any violation of this policy may result in discipline, up to and including termination. Employees who refuse to cooperate with searches or investigations, to submit to screening, or to execute requested consent forms will be subject to discipline, up to and including termination.

VIOLENCE IN THE WORKPLACE

It is the policy of our Company to provide all employees a safe, violence-free workplace. All employees, clients, vendors, and business associates should be always treated with courtesy and respect. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, client, vendor, or business associate will not be tolerated. Client, vendor, or business associate behavior that threatens, intimidates or coerces our employees will also not be tolerated. Company resources may not be used to threaten, stalk, or harass anyone at or outside the workplace. We treat threats coming from an abusive personal relationship the same as other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a manager, security personnel, your local HR resource, the HR Department, or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the local HR resource of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns regarding intimate partner violence. We will not retaliate against employees who make good-faith reports. We are committed to supporting victims of intimate partner violence by providing referrals to the Company's Employee Assistance Program and community resources and providing time off for reasons related to intimate partner violence (for time off available to you for these reasons, please see the Handbook appendix applicable to your state).

We will promptly and thoroughly investigate all reports of threats of violence, incidents of actual violence, and reports of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. We will not retaliate against employees making good-faith reports of violence, threats, or suspicious individuals or activities.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of this policy will be subject to prompt disciplinary action up to and including termination of employment.

SECURITY

Identification Cards/Badges

In some work locations, you will be required to use your Company-issued identification card, which is used to control access. These cards must be used at the entrance of each office in order to gain successful entry. The card must be passed by or inserted in a keypad before the door will open.

If you lose your identification card, you may be subject to a replacement fee made payable to the Company. If you leave the Company, all ID and security cards must be returned prior to your termination date.

In order to protect our clients, our employees and equipment, we require employees to display identification badges while on corporate premises. Other facilities may require the display of employee identification as well. This will ensure continued security and safety of our employees and visitors.

To ensure uniformity at all corporate locations, identification badges will be issued to the following individuals:

- All corporate employees,
- Persons under long-term contract to the Company,
- Personnel officially detailed to the Company,
- Visitors.

Issued identification must always be worn or carried.

Employees not complying with this policy are subject to counseling and possible disciplinary sanctions by their manager.

If a visitor is not wearing the Company-issued badge, they will be asked to comply or will be escorted from the premises.

Our employees are responsible for the following:

- Preventing unauthorized access into the facility by any individual who does not display an authorized corporate employee, visitor, or contractor identification.
- Reporting individuals who do not display an authorized corporate employee, visitor, or contractor identification to Security and the employee responsible for processing visitors.
- Additionally, whenever exiting a Company building during normal business hours with any large parcel or box, you may be required to see the Office or Facilities Manager at your specific location for a building pass. In the event you must leave the building with such parcels or boxes after normal business hours, you may be required to make arrangements during normal business hours (if necessary, with the help of a manager) to obtain the building pass as described above. In some work locations, boxes or parcels cannot leave Company buildings without the use of a building pass – in those locations, no exceptions will be made by management or the building.

Workplace Inspections

Offices, desks, and other storage areas are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any representative of the Company at any time, either with or without prior notice. We are not liable for any personal belongings brought into the workplace by employees or visitors.

We likewise wish to discourage theft or unauthorized possession of the property of employees, the Company, visitors, and clients. To facilitate enforcement of this policy, we may question, inspect, and/or search persons entering and/or leaving the premises and any packages, parcels, or other belongings, including purses, handbags, briefcases, backpacks, bags, lunch boxes, or any other possessions or articles carried to and from Company property. An employee who wishes to avoid inspection or search of any articles or materials should not bring such items onto or take such items from Company premises.

A request to an employee to permit a search or inspection or questioning an employee about items brought onto or taken from Company premises does not imply that the employee has engaged in misconduct or other inappropriate behavior.

Employees who refuse to cooperate with this policy, as well as employees who are believed to be in possession of improper items, may be subject to disciplinary action, up to and including termination.

Personal Property

We are not responsible for loss or damage to personal property. Valuable personal items, such as purses or wallets and all other valuables should not be left in areas where theft might occur.

Cell Phone Usage and Text Messaging

The use of cell phones and other electronic devices are not a work requirement for most employees. If you are expected to use such devices as part of your work, the Company will provide the necessary devices. Without written preauthorization, the Company will not reimburse employees for the cost of using personal devices for business purposes because such use is not required and is entirely voluntary.

You are not allowed to use personal cell phones while at work to make or receive personal calls during your scheduled work hours. The use of cell phones for texting while at work during working time also is expressly prohibited. Cell phones may only be used for personal purposes during established rest and meal periods.

We prohibit the use of cell phones or other electronic devices for personal or business calls, or to write, send, or read a text or email, while operating a motor vehicle in performance of your job duties. The only exception is for genuine emergencies, such as an accident or a car breakdown. In addition, any use of cell phones for personal or business calls without "hands free" capabilities in Company vehicles is prohibited. In the event an emergency requires the use of a cell phone or electronic device while operating a vehicle in the performance of your duties, it must be used in its "hands free" mode.

If you are cited for violating any federal, state, or local law governing the use of cell phones or other electronic devices while driving, you will bear all responsibility for any related fines or liability and must report the citation to your manager or local HR resource immediately.

Employees are strictly prohibited from using cell phones or other electronic devices for any purpose which violates Company policies, such as, for example, sexually harassing a coworker. The purpose of this policy is to protect Company trade Some specific examples of prohibited uses include, but are not limited to:

- Transmitting, retrieving, downloading, or storing harassing messages or images that are harassing based on an employee's protected category, sexual in content, or otherwise violates our Company Policy on Harassment, Discrimination and Retaliation.
- Taking inappropriate pictures of a vendor or client.
- Sending, receiving, or taking pictures of proprietary, confidential, or copyrighted materials without prior authorization. All written records, files and computer data of the Company or its client or of vendors are the property of the Company and are considered confidential. No employee is authorized to take pictures of any confidential transactions with clients, proprietary information concerning Company transactions or purchases, client lists, financial records of the Company, vendor or supplier purchases, correspondence and agreements with manufacturers or distributors, and documents concerning operating procedures of the Company.
- Soliciting personal business opportunities or personal advertising.

The Company reserves the right to access and view employee cell phones to ensure compliance with Company policy. Violations of this policy may result in disciplinary action up to and including termination. Employees who misappropriate copyrighted or confidential and proprietary information, or who take or distribute harassing messages, pictures, images, or information, may additionally be subject to criminal prosecution and/or substantial civil money damages.

Vehicle Policy

We have leased vehicles to be used primarily by field personnel in connection with our day-to-day business activities. These vehicles must remain at the designated Company locations and are to be used only for business related purposes during the day. vehicle, certain procedures must be followed. Any leased or personally owned vehicles used in connection with any Company business must also meet our legal standards and safety requirements.

Driver's License and Motor Vehicle Record Inquiry

All employees who drive client or Company vehicles must have a valid driver's license at all times. If your license has been suspended must notify your manager immediately. We reserve the right to obtain a copy of your motor vehicle driving record at any time. At the beginning of employment, you will be asked for your authorization and consent for the Company to obtain copies of your driving and background records.

Use of Company Equipment and Property

Equipment and other Company property used in performing job duties may be expensive and/or difficult to replace. Moreover, improper or negligent use of Company equipment, vehicles, and other property may cause accidents, damage, and harm to people. When using Company property, please exercise care, perform required maintenance, and follow all operating instructions, safety standards, and Company guidelines for proper usage.

Company property may not be removed from the premises without the proper authorization of management.

Please notify the appropriate manager if any Company equipment, machines, or tools appear to be damaged, defective, or in need of repair.

Responsibility for Property Damage

We realize that occasionally mistakes may happen, and it is not our intention to require employees to assume responsibility for every unfortunate event. However, when the extent of property damage is so substantial that the damage could only have resulted from gross neglect or intentional conduct, we believe it is reasonable to hold employees individually accountable. In the event of damage to the property of clients or the Company which is not otherwise covered by our property insurance policy, employees may be responsible for paying for parts and repair. The Company will make arrangements with the employee for repayment under appropriate circumstances. No repayment will be required without the employee's acknowledgement and agreement.

Please speak with your manager or local HR resource if you have any questions.

Parking

Parking rules and regulations will be governed by each specific location's requirements. In all locations, parking places for disabled persons will be designated and vehicles parked in such spaces without proper disability identification will be towed at the employee's expense. Violations of this policy may result in the termination of the employees' parking privileges. We are not responsible for loss, damage, or theft of your vehicle.

Employee parking paperwork, if required, is provided at the time of hire and should be finalized during your first week of work. At that time, a parking pass or instructions on where to park legally will be provided. Any tickets for parking violations are your responsibility. Any questions concerning parking should be addressed with the designated parking official at the work location.

Smoke-Free Workplace

Smoking is prohibited in all PRITCHARD offices and facilities. In addition, employees must comply with the smoking restrictions imposed by the owners of any property where the Company's employees work.

Workplace Expectations

CONFIDENTIALITY

Our company has an excellent reputation for conducting its business activities with honesty, fairness, and in accordance with the highest ethical standards. As an employee, you enjoy the benefits of that reputation and are obligated to uphold it.

Information is an asset of the Company and, as such, steps will be taken to protect it from unauthorized access, modification, reproduction, destruction, or disclosure (written, verbal or electronic transmittal), whether accidental or intentional. This includes, but is not limited to, any information processed by hand or maintained on computers, laptops, tablets or other electronic devices utilized in the Company's operations, and maintained in hard copy files, electronic storage, electronic devices and cloud storage services.

Protecting Company business information and client information is extremely important and everyone's responsibility, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss Company confidential business information or any client information with any unauthorized persons or any person outside of the Company and make every effort to keep such information secure and confidential.

As trusted employees, you acknowledge that client and client lists, client information, documents, business data, and proprietary information are valuable assets of our Company. You agree that you will not, at any time, for any reason, discuss, disclose, or use any of our confidential information, trade secrets, client lists, client information, etc., unless specifically authorized to do so. Violations of this policy will result in disciplinary action and/or legal action.

CONFLICTS OF INTEREST

A Company's reputation for integrity is its most valuable asset and is directly impacted by the conduct of its officers and employees. Therefore, employees must never use their positions with the Company, or any of its clients, for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations, or business entities.

The purpose of this policy is to ensure that Pritchard's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company. We adhere to the highest legal and ethical standards applicable in our business. We conduct business in the strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

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

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

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

You are expected to conduct your personal affairs in such a fashion that your duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to their association or work with the Company.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of usual business dealings, such as occasional business-related meals or promotional items of nominal or minor value. Please seek advice from a manager or your local HR resource if you have any questions about a situation that might present a conflict of interest. Additionally, please see the Business Integrity Code for further guidance on conflicts of interest. Further, this policy is not intended to restrict employees' ability to engage in concerted activity in accordance with the National Labor Relations Act.

ATTENDANCE AND PUNCTUALITY

You have an obligation to the Company, your coworkers, and our clients to be on time and ready to work on your scheduled shift. Since this is important to both of us, we have established the following guidelines.

Notice

Except when such advance notice is impracticable due to an emergency, if you know that you will be late or absent, you must notify their manager or assistant manager in advance of your start time by phone call or email. Notification to anyone other than your direct manager will not be acceptable. Text messages to your manager or the assistant manager are also not acceptable. You must inform your manager of the reason for your lateness or absence and the time or day you will report back to work.

Lateness

Employees who are habitually late for work will be subject to disciplinary action, up to and including termination from employment.

Absence

Only the following shall be considered as excused absences, when proper notice is given in advance of the absence or in genuine emergency situations:

- Injury or illness of employee;
- Death in the family;
- Jury Duty;
- Military Duty;
- Vacation;
- Authorized Family and Medical Leave or other approved leave; and
- Other absences approved in writing.

Unexcused absences may result in disciplinary action, up to and including the termination of employment.

EMERGENCY CLOSING

We have established emergency closing procedures to inform you of the steps to take in the event of an emergency or natural disaster. Emergency conditions are defined as severe weather conditions that prohibit safe travel both to and from the office, a facility malfunction that renders the building inoperable, or other emergencies declared by government officials that restrict your ability to travel to and from work. Facilities located in states which require specific closing or evacuation procedures will follow those procedures. Senior management at such locations will be responsible for implementing such procedures.

INCLEMENT WEATHER

In the event of an inclement weather emergency that affects you, you must contact your manager or local HR resource for information regarding the office or facilities closing or late opening. If possible, the main Company voicemail message for the office or facility will be updated and provide information in the event of an office or facility closing. If the voicemail message has not been changed, you should assume that the day is considered “business as usual” and that no special plans have been made to close or open late.

Facility Closing

The Company will declare the facility closed if, in its opinion, weather conditions are severe enough to warrant closing.

You are expected to remain at work until officially notified by your manager that or facility is officially closed. If you feel that your safety will be compromised if you are not allowed to leave, you may contact your manager or the local HR resource to request a special dispensation. The HR Department will notify managers of any closure.

Employee Personal Safety Issues

If there is no road closing and a facility closing has not been declared, employees are expected to make a reasonable effort to come to work, while using good judgment regarding their personal safety.

Early Closing of Facility

If emergency conditions develop during the workday, we may declare the facility closed early so that employees can leave prior to the normal closing time to avoid adverse travel conditions.

Pay Policy for Absences

In the event of an early closing due to building malfunctions, employees will be paid their normal pay for the workday or day(s) missed.

In the event of a facility closing for a full-day, exempt employees will be paid in full-week increments. Non-exempt employees will not be paid if they do not perform any work that day.

In the event that the office does not close early for emergency conditions, employees who choose not to come to work due to personal safety must take an accrued vacation day.

In the event of an early facility closing, employees who remain at work until the closing is declared will be paid for the rest of the day.

If an employee had previously scheduled a personal or a vacation day for the day that an early closing is announced, the day will be considered a Vacation Day.

ATTIRE AND GROOMING

We expect our employees to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy at all times to visitors, clients, and vendors.

We have adopted a business casual dress code. Please keep in mind, however, that Pritchard is a professional business office, where clients and others often visit. As always, please use common sense in your choice of business attire.

Examples of professional attire include:

- Uniforms - clean, presentable, shirts tucked in;
- Business suits;
- All shirts with collars, including casual shirts and blouses, golf, and polo shirts;
- Slacks and trousers;
- Sports jackets with slacks;
- Footwear designed for business purposes.

Examples of unprofessional attire include, but are not limited to:

- Clothing with printed messages (except for Union-related messages), slogans (except for Union slogans), depictions of drugs, alcohol, smoking, sexual images, weapons, violence, or obscene or disrespectful material;
- Dresses or blouses that are backless, strapless, or have spaghetti straps unless such garments are covered by another article of clothing such as a sweater or jacket;
- Tank or muscle tops unless such garments are covered by another article of clothing such as a sweater or jacket;
- Sheer or mesh clothing that exposes undergarments or midriffs;
- Overpowering fragrances;
- Excessive visible body piercing;

- Offensive tattoos;
- Camouflage shirts or pants;
- Shorts or short skirts;
- Flip-flops or other beach shoes.

Clothing or other items which employees may choose to wear in support of a Union or other protected concerted activity are permitted under this Policy, except that such items are not permitted when meeting with clients.

Attire for Special Events

If you are attending Company events such as trade shows for the purpose of “working” the show, you may be required to dress in accordance with a specific corporate theme. Any concerns with conforming to such theme should be discussed with your manager prior to the beginning of the event.

Please bring any questions or concerns regarding proper dress code or attire to your manager or your local HR resource.

Uniforms

You are asked to inform your manager immediately if uniforms are not returned by the uniform cleaning company. Upon termination of employment, you are required to return all Company uniforms and property supplied to you.

ELECTRONIC EQUIPMENT, COMMUNICATION, AND INTERNET USE

This policy provides guidelines for appropriate use of the Company’s Internet, communication, and email systems, and Company-provided electronic equipment, phones, computers, and other devices to ensure appropriate usage that meets ethical and professional standards.

The Company’s Internet, communication, and email systems and Company-provided electronic equipment, phones, computers, and other devices may not be used for sending, retrieving, or storing any communications of a defamatory, discriminatory, harassing, or pornographic nature. Examples of such prohibited communications include, but are not limited to, sexually explicit or gender-specific derogatory comments, cartoons, jokes, or pictures; chain letters; unwelcome propositions of any kind; ethnic or racial comments, cartoons, jokes, or slurs; or any other communication that may be reasonably construed to be harassment based upon a person’s Protected Characteristics.

The following restrictions apply to any usage of these systems and/or equipment:

- The following actions are forbidden: using creating, and engaging in any illegal activities, including piracy, hacking, phishing, extortion, blackmail, copyright infringement, and unauthorized access of any Company provided electronic equipment, phones, computers, and other devices.
- You may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Occasional and incidental personal use of the Company’s communication systems is acceptable, but excessive or inappropriate personal use of these systems is a violation of this policy and may lead to discipline. Employees may not use the Company’s electronic communications systems to: solicit others for commercial ventures; engage in fundraising; promote religious, charitable, or political causes; perform work for outside or personal organizations or companies; or gamble.

- You must not use the Company-provided electronic equipment, phones, computers, and other devices in a way that disrupts its use by others. You must not send or receive large files that could be saved/transferred via thumb drives. You are prohibited from sending or receiving files that are not related to work (or to legally protected, concerted activities) on Company-provided electronic equipment, phones, computers, and other devices.
- You should not open suspicious emails, pop-ups, or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external emails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending email within and outside the Company.
- Nothing in this policy prohibits employees from exercising their rights to discuss terms and conditions of employment with one another.

Right to Monitor/No Expectation of Privacy

All Company-provided electronic equipment, phones, computers, and other devices and Company-related work and business records belong to Pritchard and not to the employee. We routinely monitor use of Company provided electronic equipment, phones, computers, and other devices. Inappropriate or illegal use or communications on Company-provided electronic equipment, phones, computers, and other devices may subject an employee to disciplinary action up to and including termination of employment. We will not, however, engage in surveillance of employees who are exercising their legally protected rights.

Internet Security

Employees must comply with all Internet security rules, procedures, and instructions. Bypassing the Company's Internet firewall or other protective arrangements is strictly prohibited. To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization.

ELECTRONIC RECORDING DEVICES AND RECORDING OF OTHERS

Employees are strictly prohibited from using electronic recording devices for taking pictures, videos or recordings for any illegal purpose or purpose which violates Company policies. The purpose of this policy is to protect Company trade secrets, proprietary and confidential business information, client information; and security concerns. To maintain the security of our premises and systems, and the privacy of our employees and clients, you may not use electronic devices for the recording of audio and/or video on Company premises at any time, except as described below. This includes, but is not limited to, the use of cell phones, tape recorders, video recorders, cameras, or similar devices in any form to take videos. This policy is not intended to prohibit the use of audio and/or video devices in "play" modes, only use of a device's modes or functions that record audio and/or video data.

Some specific examples of prohibited uses include, but are not limited to:

- Transmitting, retrieving, downloading, or storing harassing messages or images that are sexual in content, violate our Company Policy on Harassment, Discrimination and Retaliation.
- Taking inappropriate pictures of another employee, vendor, client, or other person.

- Sending, receiving, or taking pictures of proprietary or confidential business information, or copyrighted materials without prior authorization. All written records, files and computer data of the Company or its client or of vendors are the property of the Company and are considered confidential. No employee is authorized to take pictures of any confidential transactions with clients, proprietary information concerning Company transactions or purchases, client lists, , financial records of the Company, vendor or supplier purchases, correspondence and agreements with manufacturers or distributors, and documents concerning operating procedures of the Company.
- Soliciting personal business opportunities or personal advertising.

Violations of this policy may result in disciplinary action up to and including termination. Employees who misappropriate copyrighted or confidential and proprietary business information, or who take or distribute harassing messages, pictures, images, or information based on a Protected Category, may additionally be subject to criminal prosecution and/or substantial civil money damages.

Nothing in the policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable sections of the National Labor Relations Act, including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

SOCIAL MEDIA – ACCEPTABLE USE

We recognize that many employees use social media such as Twitter, Facebook, Instagram, Snapchat, blogs, and the like to communicate with each other and friends and family in their daily lives. However, to protect the Company's interests and ensure that employees focus on their job duties, we have established these parameters for using social media while employed with our Company. Please observe the following:

- Employees may not use social media during work time or at any time on Company equipment or property.
- Social media activities are subject to the Company's policies regarding protection and confidentiality of Company business information, client information and unlawful discrimination or harassment. For example, you may not disclose private client information or proprietary Company business information through social media outlets. Any information that cannot be disclosed through a conversation, a note, or an email also cannot be disclosed through social media. Similarly, you may not unlawfully harass or discriminate against fellow employees, vendors or clients based on a Protected Category, or make otherwise defamatory, libelous, or violent statements or postings using social media. Please refer to the Company's other policies on confidential and proprietary information as well as the policy prohibiting unlawful harassment, discrimination, retaliation, and violence in the workplace.
- You should be mindful not to disclose the private information of your coworkers. Nothing in this policy, however, prohibits employees from exercising their rights to discuss terms and conditions of employment with one another.
- When using social media, you are prohibited from representing the Company or representing that you speak on behalf of the Company. You should not use, unless directed or permitted by the General Manager, the trademarks, logos, or copyright-protected material of the Company or our clients. You must also make clear in any online activity that the views and opinions you express about work-related matters are your own, they have not been reviewed by the Company, and they do not necessarily represent the views and opinions of the Company. We prohibit employees from posting their Company email address on social media sites unless the social network site is one created and maintained by us for Company business.
- You may not use social media to compete with the Company's products or services, as doing so creates a direct conflict of interest that may cause a substantial disruption to the Company's business.

- If you are contacted by a member of the news media or a social media site and asked to comment about Pritchard, please refer to the request to your local HR resource for handling.
- You should expect compliance monitoring. You should also expect that any information created, sent, downloaded, exchanged, or discussed on any social media platform may be accessed by the Company or any third party at any time without prior notice. Remember, anything posted on the Internet or on a social media platform may be accessible by anybody else.

Nothing in this policy prohibits employees from discussing wages, hours, or other terms and conditions of employment nor is intended to and should not be interpreted as violating your rights under the National Labor Relations Act. Further, nothing in this policy prohibits employees from exercising free speech rights, engaging in political activity, or reporting perceived unlawful conduct to a governmental agency during non-work hours.

If you have any questions about this policy, please consult your manager or your local HR resource.

MEDIA AND PUBLIC INQUIRIES

All inquiries from the media or the public should be directed to your local HR resource. You should never discuss any Company business with the media. Unless specifically instructed otherwise, no employee has the authority to answer any questions from the media. All questions regarding this policy should be directed to your manager or your local HR resource.

Compensation

PERFORMANCE AND SALARY REVIEWS

We require performance appraisals on an annual cycle generally selected by senior management each year. Both you and your manager will discuss your strengths, areas for improvement, and set goals for the next review period. These evaluations will be kept in your personnel file.

Merit increases are based on the Company's performance and are not guaranteed. A performance appraisal does not always result in a salary increase. The use of performance evaluations relative to your job responsibilities are used to determine if a salary increase is merited.

PAYMENT OF WAGES

You may receive your paycheck by direct deposit, or electronic pay card. However, there may instances during the year that the direct deposit and some paychecks will not be funded on a different payroll day due to bank holidays and third-party payroll processor timing schedules.

Please review your paycheck for errors. If you find a mistake, report it to your local HR resource immediately. They will assist you in taking the steps necessary to correct the error.

TIME REPORTING

Regular Hours of Operation and Scheduling

Official Company hours of operation are from 9:00 a.m. until 6:00 p.m., Monday through Friday, totaling forty (40) hours per week.

Because of the nature of our business and depending on your role, you may be expected to work during these hours, or your work schedule may vary. Many positions have routine shifts. Other positions require routine scheduling changes. In addition, daily client needs require many positions to remain flexible in their schedule. Your manager will let you know your schedule and make any modifications as needed.

Timesheet Policy

- **Process**

The Company may occasionally need employees to work overtime hours to satisfy client demands. Employees are expected to work overtime as needed. Repeated refusals to work overtime when requested may be grounds for discipline, up to and including termination.

Non-exempt employees will be compensated at the overtime rate of one and a half times their hourly rate of pay for any hours worked over 40 in a given workweek or as otherwise required by law. Vacation time, sick time, holidays, leave, and other excused absences do not count towards the 40 hours – only the time that a non-exempt employee works will be counted towards the 40 hours.

Every non-exempt employee must receive advance authorization from their supervisor prior to working overtime. Non-exempt employees may not start work early, work through lunch or breaks, work late, take work home, or work overtime without the prior approval of their supervisor in writing. Non-exempt employees should never perform work “off the clock” and should immediately notify their manager or local HR resource if they are asked to do so by a supervisor.

Employees classified as exempt are paid a fixed salary which is intended to compensate them for all hours worked. Consequently, exempt employees who work more than 40 hours per week will not receive any additional compensation or overtime pay.

- **Timesheet Requirements**

The following are mandatory requirements when preparing and submitting timesheets:

- Timesheets not submitted within the deadline stipulated will be reviewed on an individual basis for that pay period. Employees submitting late timesheets will be paid at expected hours only for the pay period. It will be the employee’s responsibility to submit the overtime hours missed in the next pay period.
- Any timesheet without your manager’s signature will not be accepted by payroll.
- The lunch break will not be compensated, and you are required by the Company to take the mandatory break for lunch. Depending on circumstances, and unless prohibited by state law, the Company may allow an employee to take a working lunch. If the employee works through their lunch period, they will be paid for the time worked.
- All breaks, both paid and unpaid, will be given in accordance with applicable state law.
- Vacation days and any other paid leave time will be paid at your straight hourly rate.

MEAL/REST PERIODS

All employees who work five (5) or more hours in a day are entitled and required to take an off-duty thirty (30) minute meal break or as otherwise required by state or local law. The Company may provide you a longer meal break, at its discretion, but all meal breaks will be at least thirty (30) minutes, uninterrupted, during which you will be relieved of all duties and free from the control of the Company. You are not expected to respond to work related telephone calls or other communications (email, text messages, etc.) during your meal breaks, and are not expected to perform work duties of any kind during a meal break. You are permitted to leave Company premises during meal breaks. A second thirty (30) minute break is required for employees who work more than ten hours in a day or as otherwise required by state or local law. The first thirty (30) minute meal break must be started no later than the end of the employee's fifth hour of work, and the second thirty (30) minute meal break (if applicable) must be started no later than the end of the employee's tenth hour of work.

Certain exceptions to these rules exist based on the number of hours worked and/or the nature of the employee's duties, but application of these exceptions is uncommon, and you must have written authorization from your manager or the General Manager if you will be taking an on-the-job meal break or will not be taking a meal break. Non-exempt employees must record meal break time on their timesheets when they begin and end their meal break.

In addition, we also provide employees with a rest period of ten (10) minutes rest time per four (4) hours worked, or major fraction thereof, unless otherwise required by applicable law. The rest break, to the extent possible, shall be in the middle of each work period. However, we generally will not authorize a rest period where the total daily work time is less than three and one-half ($3\frac{1}{2}$) hours. Therefore, you will receive one (1) ten (10) minute rest period for shifts from three and one-half ($3\frac{1}{2}$) hours to six (6) hours in length, two (2) ten (10) minute rest periods for shifts of more than six (6) hours up to ten (10) hours in length, and three (3) ten (10) minute rest periods for shifts of more than ten (10) hours unless otherwise required by applicable law. All non-exempt employees must record their rest period time on their timesheets when they begin and end their rest period.

You are responsible for managing your rest period times and must schedule and take your rest periods as described in this Policy, but consistent with business needs. For example, smokers should use these rest periods if smoking is allowed off premises or in designated areas. Salespersons and other employees who have inactive sales time between assisting clients or actively performing their work duties should take their rest periods during such time. Similarly, employees should use their rest period to handle personal activities, such as making personal telephone calls, responding to personal emails and/or text messages, or having a snack.

All missed meal breaks or rest periods are to be reported to your manager immediately. You must take no action to incentivize, to forego, coerce against taking, impede, discourage, or dissuade any other employee from taking their meal break and rest periods that are required by law.

Authorized meal and rest periods cannot be used to shorten your workday or be accumulated for any other purpose. Additionally, rest periods may not be combined with a meal break. You also may be required to sign a certification each pay period confirming that, among other things, you have taken all of your required meal breaks and rest periods during the applicable pay period.

During meal periods, you are to be relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. You are prohibited from working "off the clock" during your meal period.

If you use a time clock, you must clock out for your meal periods. You are expected to clock back in and promptly return to work at the end of any meal period. If you record your time manually, you must accurately record your meal periods by recording the beginning and end of each work period. Unless otherwise directed by a manager in writing, you do not need to obtain a manager's approval or notify a manager when taking a meal period. You must immediately notify your local HR resource if you believe that you are prevented by the nature of your work from taking a timely and/or complete meal period.

No Working During Rest Breaks and Meal Periods

You are to be completely relieved of all work duties and responsibilities during your rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. You may leave the premises during rest breaks and meal periods. You should not visit or socialize with employees who are working while taking your rest break or meal period. Employees are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email or other devices during their meal periods and rest periods.

If any other employee, including managers, attempts to incentivize you to forego, coerces you against your taking, or attempts to impede, discourage, or dissuade you in any way from taking a meal break or rest period, you are to immediately notify your manager or the local HR resource.

SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is Pritchard's policy and practice to accurately compensate our employees and to do so in compliance with all applicable state and federal laws. To ensure you are paid properly and no improper deductions are made, you must review your pay stubs promptly to identify and to report all errors.

If you believe a mistake has occurred or if you have any questions about your pay, you are asked to use the reporting procedure outlined below.

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

Under state law, salary is subject to certain deductions. For example, an exempt employee's salary can be reduced for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability if the available paid sick leave has been exhausted;
- Intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- To offset amounts received as payment for jury and witness fees or military pay;
- During the first or last week of employment in the event the employee works less than a full week; and
- Any work week in which the employee performs no work for the Company.

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

n any workweek in which work is performed, an exempt employee's salary will not be reduced for any of the following reasons:

- Partial-day absences for personal reasons, sickness, or disability;
- Absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- Absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- Any other deductions prohibited by state or federal law.
- If you believe your pay has been subject to any improper deductions, you should immediately report the matter to your manager or the local HR resource. If your manager is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact any other manager in the Company with whom you feel comfortable. If you are unsure of whom to contact if you have not received a satisfactory response within five (5) business days after reporting the incident, you should immediately contact the HR Department.
- Every report will be fully investigated, and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, we will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

TRAVEL AND EXPENSE POLICY

We have established a Travel and Expense Policy to govern the reimbursement of certain travel and other expenses incurred while conducting Company business. We have also established a Business Integrity Policy that provides additional guidelines on acceptable and prohibited expenses. Employees who will be submitting approved expenses will receive a copy of the Travel and Expense Policy Guidelines and the Business Integrity Policy and will be required to sign off on their acceptance and acknowledgement of the Policies' guidelines.

We reimburse employees for ordinary, necessary, and reasonable travel expenses when directly connected with or pertaining to the transaction of Company business. You are expected to exercise prudent business judgment when incurring expenses covered by this policy. Reimbursement for expenses that are not in compliance with the Travel and Expense Policy must have written approval in advance by the Chief Financial Officer of the Company. All such expenses will also be reviewed prior to reimbursement by the finance department. Specific departments may, at their discretion, impose greater control than required by this policy. In addition, all expenses must be in accord with the Business Integrity Policy, including but not limited to the provisions related to Bribery and Corruption, Facilitation Payments, Gifts and Hospitality, Travel and Expense, Tax Evasion, Fraud and Theft, and Conflicts of Interest. Any expenses incurred in violation of the Business Integrity Policy will not be reimbursed.

All travel and overnight lodging must be approved by management in advance. Receipts supporting expenses must be turned in for all expense reimbursement requests and must be approved by a manager for reimbursement.

Responsibilities and Enforcement

If you incur travel and entertainment expenses, you are responsible for complying with this policy. Expenses that are not submitted in compliance with this policy may be delayed, partially paid or not reimbursed. Cases of abuse or violations of the Business Integrity Policy may result in disciplinary action, including employee termination.

Department Heads are responsible for assuring that all policies detailed herein, as well as applicable business unit policies, are followed. Any deviations must be explained on the Expense Reimbursement form prior to submittal to the Finance Department.

The Finance Department is responsible for ensuring that any expenses reimbursed or paid for by the Company comply with this Travel and Expense Policy.

Time Off / Leaves of Absence

HOLIDAY PAY

We may provide time off to regular full-time employees on the following holidays:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)
- Floating Holiday (to be used with permission from supervisor)

Please see your manager or local HR resource for specific location holidays, as well as to determine eligibility for paid holidays.

Eligible employees will be paid for holiday time off. If you are eligible, your holiday pay will be calculated at your straight-time pay rate as of the date of the holiday multiplied by the number of hours you would normally have worked that day.

If you are eligible for paid holidays, you must also work both the last scheduled workday before the holiday and the first scheduled day immediately after the holiday.

If you are eligible for paid holidays, and on the holiday, you are on a paid absence, such as vacation or sick leave, you will get holiday pay instead of the paid time off you would have received. Holiday pay used in these circumstances will not count against the employee's accrued vacation or sick leave balance.

VACATION

Vacation time off with pay is available to regular, active, full-time employees to provide opportunities for rest, relaxation, and personal pursuits.

The amount of paid vacation time an employee accrues each year increases with the length of service as shown in the following schedule:

LENGTH OF CONTINUOUS SERVICE	POTENTIAL LENGTH OF ANNUAL VACATION ACCRUAL
Less than one (1) year	.833 days for each complete calendar month of continuous service.
One (1) year up to the completion of five (5) years	Ten (10) days (.833 days per calendar month)
More than five (5) years up to the completion of ten (10) years	Fifteen (15) days (1.25 days per calendar month)
More than ten (10) years	Twenty (20) days (1.667 days per calendar month)

If your initial employment date does not coincide with the first working day of the calendar year, you will earn partial vacation time during that first year, prorated in accordance with the above schedule, subject to the provisions of the following section below. However, vacation time can be taken only after three (3) months of employment have been completed.

You are eligible to carry over up to 2x the amount of your accrual to the next calendar year. Accrued vacation days will only be paid out in accordance with state laws.

PERSONAL DAYS

All regular, active full-time employees with at least three months of employment are provided with three (3) Personal Days per year.

The following applies to Personal Days:

- Personal Days will be paid at your straight time base rate. Hours off charged to a Personal Day will not be counted toward credited hours worked for overtime pay eligibility.
- Personal days must be approved by your manager and must be scheduled in advance.
- Personal days will not accumulate or roll over from year to year.
- You will not be compensated for accrued, unused Personal Days at year end or at the end of employment.

PAID SICK LEAVE

Please see the Appendix for your state of residence or work for information about state Paid Sick Leave policies. Any accrued but unused Sick Leave under Company or state policies is not paid out at the end of employment unless required by state law.

PREGNANCY DISABILITY LEAVE/ACCOMMODATION

Please see the Appendix for your state of residence or work for information about state Pregnancy Disability Leave/Accommodation policies.

FEDERAL - FAMILY AND MEDICAL LEAVE (FMLA)

All employees are also potentially covered by the Federal Family and Medical Leave Act's provisions. The purpose of this policy is to provide you with a general description of your FMLA rights. In the event of any conflict between this policy and the applicable law, you will be afforded all rights required by law. We do not set maximum periods of leave involving disabilities. We evaluate leave durations on a case-by-case basis. However, any disability leave in excess of (12) twelve months will be carefully evaluated and will only be permitted for extraordinary reasons.

If you have any questions, concerns, or disputes with this policy, please contact your local HR resource.

General Provisions

Under this policy, we will grant up to twelve (12) weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. FMLA leave is unpaid, although employees may choose to use available paid leave time to receive pay for some portion of their FMLA leave. Paid leave time may not be used to extend the amount of time an employee is eligible for FMLA leave.

Eligibility

To qualify to take family or medical leave under this policy, you must meet the following conditions:

- You must have worked for the Company for twelve (12) months or 52 weeks. The twelve (12) months or 52 weeks need not have been consecutive. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or if there is a written agreement (including a collective bargaining agreement) stating our intention to rehire you after the service break. For eligibility purposes, you will be considered to have been employed for an entire week even if you were on the payroll for only part of a week or if you are on leave during the week.
- You must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. Time spent on paid or unpaid leave is not counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- You must work in a worksite where fifty (50) or more employees are employed by the Company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

An eligible employee may take up to twelve (12) workweeks of unpaid leave during a rolling 12- month period for the following reasons:

- **Birth, Adoption or Foster Care** – because of the birth of a child and care of the newborn, the adoption of a child, or the placement of a foster child with the employee
- **Employee’s Own Serious Health Condition** – because of the employee’s own serious health condition
- **Family Member’s Serious Health Condition** – to care for a son or daughter, parent, or spouse with a serious health condition
- **Qualifying Exigency** – because of qualifying exigencies arising out of the fact that the employee’s spouse, child, or parent is on, or has been notified of an impending call to, active duty during deployment with the Armed Forces to a foreign country (whether as a regular member or a reserve member). Qualifying exigencies are: (1) short notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (limited to fifteen days), (7) post deployment activities, (8) parental care, and (9) other activities provided that the Company and the employee agree that the activity qualifies.

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either (1) inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility (including many period of incapacity or any subsequent treatment in connection with the inpatient care), or (2) certain types of continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his or her job or prevents the family member from participating in school or other daily activities. Subject to certain conditions, “continuing treatment by a health care provider” includes: (a) a period of incapacity for a health condition lasting more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or (b) incapacity due to pregnancy, or (c) incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Family and medical leave for the birth or placement of a child for adoption or foster care must conclude within 12 months of the birth or placement. In addition, if both husband and wife are employed by the Company, the maximum amount of leave they may take for Birth, Adoption or Foster Care or to care for a sick parent’s Serious Health Condition is a combined 12 weeks within a 12-month period.

An eligible employee may take up to twenty-six (26) workweeks of unpaid leave during a single 12- month period for the following reason:

- **Serious Injury or Illness of a Covered Service Member** – to care for a current member of the Armed Forces (including a member of the National Guard or Reserves) or a recent veteran of the Armed Forces who has a serious injury or illness incurred or aggravated in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status or on the temporary disability retired list, if the employee is the spouse, son, daughter, parent, or next of kin of that service member.

During the single 12-month period during which leave is granted for a Serious Injury or Illness of a Covered Service member, an employee shall only be entitled to a combined total of twenty-six (26) workweeks of leave for both that leave for a Serious Injury or Illness of a Covered Service member and FMLA leave taken during that period for any other reason. If both husband and wife are employed by the Company, the maximum amount of leave they may take for a Serious Injury or Illness of a Covered Service member is a combined 26 weeks within the single 12 month period.

Employee Status and Benefits During Leave

While on leave, the Company will continue your health benefits during the leave period at the same level and under the same conditions as if you had continued to work. You remain responsible for the cost of your portion of health benefits.

Employee Status After Leave

If you take leave under this policy, you will be asked to provide a fitness for duty (FFD) clearance from your health care provider.

Use of Paid and Unpaid Leave

All Workers' Compensation, paid vacation, personal, and sick leave runs concurrently with FMLA leave. Available paid leave will be used during FMLA leave in the above order, starting with Workers' Compensation benefits, then vacation benefits, etc.

Disability leave for the birth of a child and for your serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule

You may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification

Employees who need leave for the Employee's Own Serious Health Condition, a Family Member's Serious Health Condition or a Serious Injury or Illness of a Covered Service member must provide medical certification of the serious health condition or injury from a health care provider. The Company may, at its own discretion, also require a second or third opinion of a serious health condition (at the Company's expense), periodic re-certifications of a serious health condition, and, when the leave is a result of the Employee's Own Serious Health Condition, a fitness for duty report to return to work. Employees who need leave due to a Qualifying Exigency will also be required to provide a certification of such need. Once the employee has provided the Company with notice of the leave and certification as required, the Company will determine whether the leave is designated as family and medical leave which counts toward the employee's allotment of leave. If the employee fails to provide proper advance notice or certification for leave, the leave may be delayed or may not be designated as family and medical leave under this policy.

Recertification

We may request recertification for the serious health condition for you or for your family member when circumstances have changed significantly, or if we receive information casting doubt on the reason given for the absence, or if you request an extension of your leave. Otherwise, we may request recertification for you or for your family member's serious health condition for every six (6) months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

If you are requesting FMLA leave, you must provide your local HR resource with verbal or written notice of the need for the leave. Within five (5) business days after your providing this notice, your local HR resource will provide you with the DOL Notice of Eligibility and Rights.

When the need for leave is foreseeable, you must provide at least thirty (30) days' notice. When you become aware of a need for FMLA leave less than thirty (30) days in advance, you must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, you must comply with our usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave

Within five business days after you have submitted the appropriate certification form, your local HR resource will provide you with a written response to your request for FMLA leave.

Intent to Return to Work from FMLA Leave

We may require you to report periodically on your status and intent to return to work.

Additional Information

The FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided under the FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

In addition to benefits provided by the Company under the FMLA, employees may be entitled to additional benefits under the laws of the state in which they work. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. If the need for leave arises, an employee should ask his or her manager or the Human Resources Department for further information.

PERSONAL LEAVE OF ABSENCE

In addition to the above leaves, you may take an unpaid personal leave of absence for a period of up to thirty (30) days. Personal Leaves of Absence may be requested for special situations on a case-by-case basis if you are otherwise not eligible for another type of leave of absence.

Personal leave may be granted for justifiable reasons in our discretion, considering client and Company needs. While on unpaid personal leave, you are responsible for covering all costs associated with your group health benefits. Seniority is not lost by taking unpaid personal leave; however, employees do not accrue seniority or other benefits while on leave. Personal leave is not granted until all unused paid days, such as vacation, have been exhausted and may not be substituted for any other available leave. We may also, in our discretion, grant leaves of absence in conjunction with our Americans with Disabilities Act policy when considering the need for reasonable accommodations. For more information, please consult with your local HR resource.

RELIGIOUS LEAVE

You may use personal leave, vacation leave, or leave without pay for religious purposes.

ORGAN DONOR AND BONE MARROW DONATION LEAVE OF ABSENCE

Please see the Appendix for your state of residence or work for information about state Organ Donor and/or Bone Marrow Donation Leave of Absence policies.

LEAVE FOR VICTIMS OF FELONY CRIMES

Please see the Appendix for your state of residence or work for information about state Leave for Victims of Felony Crimes policies.

LEAVE/ACCOMMODATIONS FOR VICTIMS OF DOMESTIC VIOLENCE & SEXUAL ASSAULT AND STALKING

Please see the Appendix for your state of residence or work for information about state Leave/Accommodations for Victims of Domestic Violence & Sexual Assault and Stalking policies.

LEAVE FOR VOLUNTEER/TRAINING

Please see the Appendix for your state of residence or work for information about state Leave for Volunteer/Training policies.

BEREAVEMENT LEAVE

In the event of a death of a member of your immediate family, we will grant regular full-time employees up to 3 days of paid bereavement leave. You are asked to notify your manager and the local HR resource of your need for bereavement leave and the relationship of the deceased to you in order that the time off is charged to Bereavement Leave and not to Vacation time.

Immediate family is defined as follows:

- Spouse/Domestic Partner
- Parent, step-parent, parent-in-law (including parents or step-parents of a domestic partner)
- Grandparent, grandparent-in-law (including grandparent of a domestic partner)
- Child or stepchild
- Grandchild
- Sibling, step-sibling, or sibling-in-law (including the sibling of a domestic partner or the spouse/domestic partner of a sibling)
- Child's Spouse/Domestic Partner
- Relative living in employee's household

MILITARY LEAVE OF ABSENCE (NON-FMLA)

We provide unpaid military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard or Reserve duty and for examinations to determine fitness for any such duty. You should notify your manager and your local HR resource as far in advance as possible and present a copy of your official call to duty orders.

We will provide an unpaid leave of absence of up to ten (10) days for eligible employees whose spouse is on leave from deployment as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marines and Coast Guard), the National Guard, or Reserves. You should notify your manager and the local HR resource as far in advance as possible of such leave and present documentation certifying the leave.

Emergency Duty as a Volunteer Firefighter, Reserve Police Officer, or Emergency Rescue Personnel

All Company employees will receive unpaid leaves of absence for performing emergency duty as a volunteer firefighter, a reserve police officer, or emergency rescue personnel. Upon return to work, you will be required to provide proof of the need for the leave.

Temporary Military Leave and/or Reserve Duty

If you are a member of the reserve corps of the Armed Forces of the United States, the National Guard or the National Militia, you are entitled to a temporary unpaid leave of at least seventeen (17) days annually while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special duty or like activity or as otherwise required by law. In order to be eligible, employees must submit written verification from the appropriate military authority. The Company will reinstate those employees returning from military leave to their same position as one of the comparable seniorities, status and pay in compliance with applicable laws.

In accordance with state law, for any employee taking leave under this policy, the Company shall not restrict or terminate any collateral benefit for employees by reasons of your temporary incapacitation (i.e., any period of incapacitation of 52 weeks or less), including, without limitation, health care (which may be continued at the employee's expense), life insurance, disability insurance and seniority status).

CIVIC DUTIES

We encourage each of our employees to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties. Should you require time off for any of the following civic duties, that time off will be unpaid, unless otherwise required by law.

Jury Duty

If you receive a call to jury duty, please notify your manager immediately, so that your department's work will incur as little disruption as possible. Jury duty will be paid or unpaid as provided by applicable state law. You may elect to use any vacation benefits you have accrued for this absence.

If you are released from jury service before the end of your regularly scheduled shift each day, you are expected to call your manager as soon as possible and report to work, if requested.

Voting

Although polls are open for extended hours, we realize that in some instances our employees are required to work extra hours and may find that their free time is not sufficient to enable them to make it to the polls. If you have a problem in this respect or have reason to believe that time off will be necessary to be able to vote on a state-wide election day, please provide your manager with at least two working days' notice or as much notice as is otherwise practicable so that you may be provided with necessary time off to vote at the beginning or end of your shift (whichever allows the most free-time for voting and requires the least amount of time off).

In circumstances where time off may be necessary for an employee to be able to vote (e.g., the employee's shift starts within two hours after the polls open and ends less than two hours before the polls close), or otherwise as required by state law, a portion of the voting time may be paid.

In all cases, voting leave will be provided in accordance with applicable state law.

UNPAID SCHOOL ACTIVITIES / MEETING LEAVE

Please see the Appendix for your state of residence or work for information about state Unpaid School Activities / Meeting Leave policies.

BREAK TIME FOR NURSING MOTHERS

For up to one (1) year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk. We have designated specific rooms for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with your name and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. If you store breast milk in the refrigerator, you assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting Victoria Pasquale 646-223-1818. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and should not perform any work during these breaks. Such time generally will be unpaid.

Employees in states with greater protection for nursing mothers will be permitted to take breaks to express breast milk in accordance with the law of their state.

Benefits

This section describes the group benefits we provide and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Company's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions ("SPD") or other legal documents available for your review. To the extent that this information is inconsistent with information in a SPD or other benefit plan document, the applicable SPD or benefit plan document will govern. Please see your local HR resource if you wish to review these documents.

Our benefits program is subject to periodic review. The following sections provide a summary of our group benefits. Should you have any questions concerning your benefits, please ask your manager or your local HR resource.

PAID FAMILY LEAVE

Please see the Appendix for your state of residence or work for information about state Paid Family Leave policies.

MEDICAL AND DENTAL INSURANCE

We offer group medical and dental coverage for eligible employees and their eligible dependents. These programs are administered by a major medical insurance carrier or health maintenance organization (HMO). An employee contribution for coverage will be deducted from your salary based on your benefit selections. Your summary plan description (SPD) contains more details about these plans. In the event of any conflict between the information contained in this Employee Handbook and in the plan SPDs, the SPDs shall govern. These group plans are subject to change in our discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed in our discretion.

Waiting Period

Full-time employees (as defined above) are eligible to participate in the various insurance programs offered by Pritchard on the first day of the month following ninety (90) days of employment. Periodically, there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Open Enrollment

The Open Enrollment period allows you to add or change your benefits coverage. Applications for medical, dental, vision, life insurance and supplemental life insurance may be submitted during this period. Changes, additions, and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a qualifying event; see Special Enrollment below).

Special Enrollment

A “qualifying event,” such as certain life status changes--marriage, divorce, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.--may allow entry into a plan or change in enrollment as long as the application for coverage is made within thirty (30) days of the qualifying event. For specific details regarding Special Enrollment, please refer to your Summary Plan Description.

Dental Insurance

We offer a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

Vision Insurance

We offer a vision plan for eligible employees. Please refer to the vision Summary Plan Description for an explanation of the plan benefits and limitations.

SECTION 125 PLAN

A Section 125 Plan is an Internal Revenue Service approved program which allows you to pay your share of the health insurance premiums for yourself, your spouse, and your dependents under the Company’s health insurance plans with pre-tax dollars rather than on an after-tax basis. In other words, the premiums paid by you are deducted from your wages and these amounts are not subject to federal income tax or social security withholding. You may participate through payroll deduction.

You cannot make any changes to your pre-tax contributions until the next open enrollment period, unless your family status changes, or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

For further information, please contact your local HR resource.

DOMESTIC PARTNERS

We offer coverage to eligible domestic partners of employees. Please refer to the specific Summary Plan Description for details regarding domestic partner coverage.

FLEXIBLE SPENDING ACCOUNT

As part of our flexible benefits plan, we offer an employee-funded flexible spending account (FSA) to eligible employees and their eligible dependents. Participants may elect an annual amount of flexible dollars to help pay for eligible health care expenses. Please refer to the Summary Plan Description for an explanation of the FSA plan benefits and limitations.

401(K) PLAN

We offer a voluntary pretax salary reduction plan in which regular full-time employees (scheduled for and working a minimum of 30 hours per week), who are 21 years of age or older, may elect to participate during open enrollment period, after a successful completion of 12-month waiting period from their original date of hire.

Please refer to the Summary Plan Description for details regarding the 401k Plan.

WORKERS' COMPENSATION BENEFITS

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by Pritchard and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness and on applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and your local HR resource. This ensures that we can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to your local HR resource. Workers' compensation benefits and procedures vary from state-to-state, so please consult with your local HR resource about your particular situation for more details. Failure to timely notify your manager about a possible work injury may relieve the Company of the obligation to pay for any service. Timeliness and complete reporting are essential.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

We have established various employee assistance programs that will assist employees and their eligible dependents to resolve problems, such as emotional distress, family problems, alcoholism, and drug abuse, as we recognize that these problems may adversely affect an employee's personal health, family, and job performance. We will commit the resources necessary to support these employee assistance programs. This policy will not exempt employees from meeting job performance requirements.

Employee Handbook Acknowledgment and Receipt

By my signature below, I acknowledge the following:

I have received a copy of the Pritchard Employee Handbook as well as any state appendices containing Pritchard policies that apply in my state of residence or work.

The Employee Handbook describes important information about working at Pritchard, and I understand that I should consult my manager or the local HR resource regarding any questions not answered in the handbook. I have entered into my employment relationship with Pritchard voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or PRITCHARD can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that, other than the Company President, no manager, manager or representative of Pritchard has any authority to enter into any agreement for employment other than at will; and that only the Company President has the authority to make any such agreement and then only in writing signed by the Company President.

This Employee Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Pritchard. By distributing this Employee Handbook, the Company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Pritchard, and the Company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Company President has the ability to adopt any revisions to the policies in this Employee Handbook.

I understand and agree that nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Pritchard is employment at will, which may be terminated at the will of either Pritchard or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Pritchard or me.

I have received this Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Employee Handbook and any revisions made to it.

Employee's Signature

Date

Employee's Name (Print)

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

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