



EMPLOYEE

HANDBOOK

MISSION STATEMENT

To provide customers Great Value through fresh, great tasting “made to order” food and an exceptional in-store experience that makes them want to come back.

This Handbook was prepared with care for:

Your Manager’s Name is:

Your Area Manager’s Name is:

Your Area Manager’s Phone # is:

Your Store Number is:

Your Store Phone Number is:

_____ Please note that if you need accommodation pertaining to work under any federal rights or laws, you must contact the home office at (479) 268-4372 only. Additionally, in the event of your employment separation you must contact the office via phone to arrange for retrieving for your last paycheck as it will be a physical check. Direct deposit will be cancelled, and you must call to confirm your last check. All employees are subject to a ninety (90) day probationary period. During this time, any violation of company policy may result in immediate termination without warning and without following the progressive disciplinary process outlined in this handbook.

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Introduction

SubVentures Inc., (the "Company") is pleased to have you as one of our employees.

This Employee Handbook sets forth the policies applicable to all employees. It contains the major policies and procedures of the Company.

It is important that you read and familiarize yourself with the policies in this Employee Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to all policies, procedures, work rules or benefits stated in this handbook or in any other related document.

Any written changes to this handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates nor is intended to create a promise or representation of continued employment for any employee.

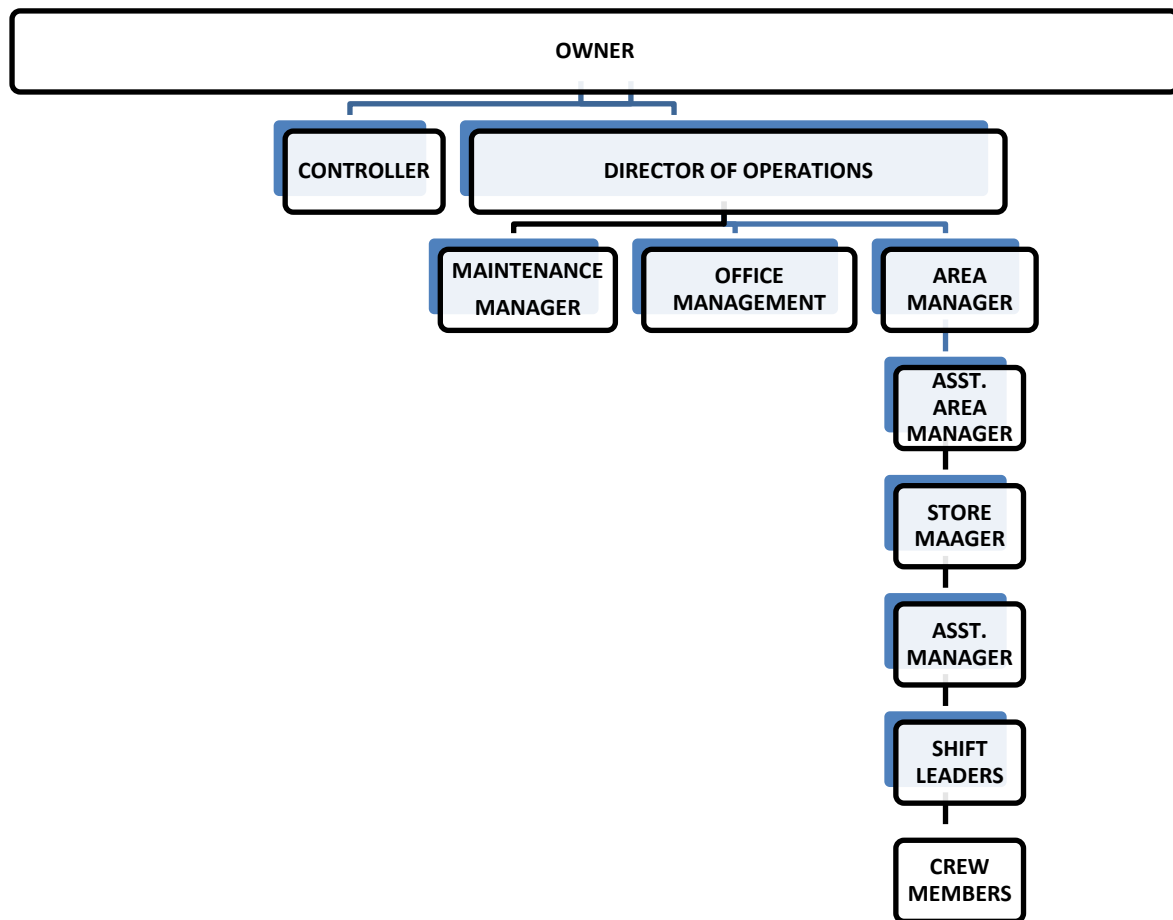
Nothing in this Employee Handbook or in any other document or policy is intended to prohibit any employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct they believe violates any laws or regulations. Nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

All employees are subject to a ninety (90) day probationary period. During this time, any violation of company policy may result in immediate termination without warning and without following the progressive disciplinary process outlined in this handbook.

If you have any questions concerning the contents of this handbook, please consult Susan Watkins (swatkins@subventures.net) (479) 268-4372 or your manager.

Subway Management Team

We have a layered management team that begins at the store level and proceeds to executive positions in the corporate office. Management positions range from Crew Leader to Store Manager within each store. In higher volume stores it is necessary to have many positions to ensure the smooth operation of the store. Your manager will explain the various positions in your store, who currently hold those positions, and the criteria for obtaining one of these positions should you desire to move up within the company. We strongly encourage employees to continue their professional development during their employment with us as it is beneficial to both the employee and the company.



You are encouraged to submit ideas that may improve our operations to any member of the management team. Subway continues to be successful because we make a team effort to be the best possible, much the same as a sports team or a musical group. Without this effort, Subway would not be in the position we are in today and with this continued commitment to a team-oriented atmosphere of excellence, we will remain at the top.

In your store, throughout the week, you will see the area supervisor assigned to your store. He/she is an office staff person who works primarily in the field to help organize and improve operations. Area supervisors' responsibilities include overseeing multiple units over a large geographic area. One of their primary goals is to get to know all the staff members. Make sure you are introduced at the first opportunity to the Area Manager.

SUBWAY COMPANY HISTORY

Since 1965, when the first Subway shop opened in Bridgeport, Connecticut, the goal has been to serve a high-quality product to Subway customers. All Subway sandwiches are made according to our formulas which have been developed over several years. By following these formulas exactly, we know that our customers will receive the same consistent product at any Subway store. This is important since the Subway chain has grown to over 35,000 stores worldwide, the largest restaurant chain in the world! At Subway, over 5.5 million sandwiches are served on any given day. Our formulas produce a sandwich that looks and tastes great. We believe our subs are the best on the market. You can serve them with pride.

EMPLOYMENT RELATIONSHIP

Employment At-Will

Employment with the Company is on an “at-will” basis. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and without notice unless there is a properly executed written agreement to the contrary.

No one other than the Owner has the authority to create an employment relationship other than on an “at-will” basis and any such agreement must be in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

Equal Employment Opportunity

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against any applicant or employee based on any legally protected characteristics, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, sexual orientation, gender identity, age, pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, citizenship or immigration status, physical or mental disability, genetic information (including testing and characteristics) or any other category protected by federal, state, or local law (collectively, “protected characteristics”). Our commitment to equal opportunity employment applies to all people involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences for individuals in a particular group or class.

Any individual who believes that they or another individual has been subjected to discrimination in violation of this policy should report it pursuant to the Complaint Reporting Procedure policy in this handbook. If the Company determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by the Company for reporting proscribed discrimination or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the Complaint Reporting Procedure policy. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Commitment to Diversity

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate in and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at the Company and is an important principle of sound business management.

EMPLOYEE BACKGROUND SCREENING POLICY

To ensure that individuals who join this firm are well qualified and have a strong potential to be productive and successful – and to further ensure that this firm maintains a safe and productive work environment free of any form of violence, harassment, or misconduct—it is the policy of this company to perform pre-employment screening and credentials verification on applicants who are offered and have accepted an offer of employment. A pre-employment background check is a sound business practice that benefits everyone. It is not a reflection on a particular job applicant.

Offers of employment are conditional upon the firm's receipt of a pre-employment background screening investigation that is acceptable to the firm at the firm's sole discretion. Any applicant who refuses to sign a background screening release form will not be eligible for employment.

To ensure privacy, all pre-employment background screenings are conducted by a third party. All screenings are conducted in a strict conformity with the federal Fair Credit Reporting Act (FCRA), the Americans with Disabilities Act (ADA), and the state and federal anti-discrimination and privacy laws. All reports are kept strictly confidential and are viewed only by individuals in the firm who have direct responsibility for the hiring process. All screening reports are kept and maintained separately from your personnel file.

Under the FCRA, all background screenings are done only after a person has received a disclosure and has signed a release. In addition, you have certain rights to discover and to dispute or explain any information prepared by the third-party background-screening agency. If the employer intends to deny employment wholly or partly because of information obtained in a pre-employment check conducted by the firm's Consumer Reporting Agency, then the applicant will first be provided with a copy of the background report, a statement of rights, and the name, address, and phone number of the Consumer Reporting Agency to contact about the results of the check or to dispute its accuracy.

The firm also reserves the right to conduct background screening any time after the employee has been hired to determine eligibility for promotion, re-assignment, or retention in the same manner as described above.

Background checks may include verification of information provided on the completed application for employment, the applicant's résumé, or on other forms used in the hiring process. Information to be verified includes, but is not limited to, Social Security Number and previous addresses. Employer may also conduct a reference check and verify the applicant's education and

employment background as stated on the employment application or other documents listed above.

The background check also may include a criminal record check. If a conviction is discovered, then the firm will closely scrutinize the conviction in view of the policy of ensuring a safe and profitable workplace. A criminal conviction does not necessarily automatically bar an applicant from employment. Before an employment decision is made, a determination will be made whether the conviction is related to the position for which the individual is applying, or would present safety or security risks, considering the nature and gravity of the act, the nature of the position, and the age of the conviction.

Additional checks such as a driving record or a credit report may be made on applicants for job categories if appropriate and job-related. Employment screening assessments to determine an applicant's job fit also may be required.

This firm relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented through the hiring process and employment, including any oral interviews. Any misrepresentations, falsifications, or material omissions in any of the information or data, no matter when discovered, may result in the firm's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Critical Violations for Sandwich Artists

Managers are responsible for the hiring and termination of employees working in their assigned stores. They reserve the right to proceed directly to a written warning or to terminate immediately for misconduct or performance deficiency, without resorting to prior disciplinary steps when they deem such action appropriate.

Offenses that are grounds for automatic termination, include, but are not limited to:

- Customer complaint(s)
- Violation or blatant disregard of any company policy
- Stealing of any kind including giving discounts to friends or giving food away free of charge
- Insubordination
- Blatant disregard of employee meal policy
- Abuse or misuse of company property or equipment.
- Illegal use of the time clock
- Falsification of work hours reported for payment purposes.
- Leaving the store for non-related work activities while still on the clock
- Allowing non-Subway employees behind the counter or in the back room
- Closing a store earlier than posted hours without prior consent from the manager or opening later than posted hours.
- Having anyone in the store after hours of operation
- Three (3) written warnings within a 90-day period.
- Abusive or foul language will not be tolerated inside or outside the store. While on store premises, employees will conduct themselves in a courteous, professional manner always, regardless of whether they are on paid duty.

Any problem with employee behavior or conduct which does not result in termination may be addressed by a manager to correct the problem. A manager may choose to use verbal or written warnings in a particular situation, but the use of warnings does not alter your status as an employee-at-will. Nothing in this policy/handbook is, however, intended to prevent employees from engaging in concerted activity protected by law.

Critical Violations for Shift Leads, Assistant and Store Managers

1. Behavior & Conduct

- Physical violence, threats, or intimidation toward employees, customers, or vendors.
- Harassment, discrimination, or retaliation against any employee or customer.
- Use of abusive, obscene, or offensive language in the workplace or toward customers or team members
- Unauthorized access or allowing non-Subway personnel behind the counter or in restricted areas.
- Repeated disregard of company policies or safety procedures.

2. Cash Handling & Financial Integrity

- Theft, including taking money from the store, giving unauthorized discounts, or giving away food/products.
- Carelessness or fraud in cash handling results in financial loss.
- Falsifying deposit amounts, sales reports, or POS transactions.
- Adjusting time clock entries or payroll hours for personal gain or to benefit others.
- Falsifying numbers for bonus payout or incentive programs.
- Removing money from the store that is not immediately deposited or exchanged for change.
- Not following the daily deposit policy

3. Falling Victim to Scams or Fraud

- Removing store funds to purchase gift cards, sending wires, or otherwise complying with fraudulent requests.
- Ignoring company fraud protocols or failing to report suspected fraud immediately.

4. Insubordination & Policy Violations

- Open refusal to follow the directives of the franchisor, regional manager, or corporate policies.
- Willful violation of company policies, including safety, employee meals, or operational standards.
- Closing the store outside of approved hours or allowing unauthorized access to the store after hours.
- Misuse or abuse of company property or equipment.

5. Performance & Operational Misconduct

- Repeated or severe customer complaints that indicate negligence or misconduct.

- Gross mismanagement of the store that puts employees, customers, or assets at risk.
- Failure to maintain performance based on any performance improvement plan.

EMPLOYEE MEAL POLICY

Employees may have one (1) approved meal consisting of a free six-inch sub, salad, pizza, or soup (when in season) after working a three (3) hour shift or longer. There is one (1) employee meal per day.

- The following items **ARE NOT** to be included unless full price is paid.
 - Bacon (As an add-on i.e. Turkey add bacon or Grilled Chicken Add Bacon)
 - Double Meat / Cheese
 - Chips, Cookies
 - Test items
 - Alternative beverages (E.g. Energy Drinks)
 - Extra charge items
- Employee meals must be entered into the cash register after they are prepared by the designated PIC or "Person in Charge". Employees are responsible for initialing their free meal receipt and placing it in the designated area.
- All food and beverage items must be consumed and stored in the area designated by the manager in accordance with Health Department regulations. These designated areas are located away from all food preparation and equipment areas. Failure to comply with this guideline will result in suspension of food and/or beverage privileges.
- If the allotted sandwich is not eaten during the break period, the employee may take the sandwich after the shift is completed. These meals do not accrue. Taking more than the allotted amount of food for working assigned shifts will result in immediate termination.
- Unlimited fountain soda and tea (no alternative beverages such as juice, milk, coffee, or bottled drinks etc....) are available to all employees while on duty under these guidelines:
 - Employees are to bring a clean cup with a lid to be used while working.
 - The beverage is kept and consumed in the designated area out of customer sight.
 - Drinks are for personal consumption only.

Drinks must not be placed on any food surfaces and in designated areas. Your drink must contain a lid and/or a straw contingent upon the design of the cup. The approved sandwich meal list is posted at your location on the walk-in refrigerator door.

REGISTER RELEASE POLICY

The assigned Person in Charge (PIC) (or assigned person) for each shift is solely responsible for overall cash security (registering and change fund), cash-ins/outs, cash drops, and P.O.S. system ring operations. Cash counts must be completed by the PIC before and after each shift change for cash balance verification. It is critical that only the PIC performs these duties, as any cash

shortage(s) exceeding \$2.50 will be deducted from his/her next paycheck (except where such deductions are prohibited by law). Employment may also be terminated at any time due to cash shortages.

SCAM AND FRAUD AWARENESS POLICY

Restaurants are frequent targets for scams. All employees must remain alert and follow company procedures to protect against fraudulent activity. If a request feels strange, secretive, or urgent, it's a scam. Slow down, verify, and report. The owner will never request you to remove money from the store.

Common Scams Include:

- **Fake phone calls from “corporate,” police, or utility companies** requesting gift cards, money transfers, or immediate payments.
- **Phishing emails or texts** asking for passwords, bank details, or payroll information.
- **Counterfeit bills** or altered payment methods.
- **Social engineering**—someone pretending to be a customer, vendor, or inspector to gain access to restricted areas or information.

Prevention Guidelines:

1. **Never share passwords, codes, or financial information** over the phone, text, or email.
2. **Do not make payments or issue refunds** without manager approval.
3. **Verify all requests** by calling the known, official company or vendor phone number, never the number provided in the request.
4. **Check all cash for counterfeit bills** using approved detection tools.
5. **Report suspicious calls, emails, or in-person requests immediately** to your manager and the home office.
6. **DO NOT EVER TAKE MONEY OUT OF THE RESTAURANT TO PURCHASE A GIFT CARD OR SEND A WIRE!!**

Accountability

If you fail to follow this policy and fall victim to a scam, you will be held financially responsible for the lost funds, which will be recovered through payroll deduction as permitted by law.

To ensure a safe and profitable workplace, all employees (excluding minors) are required to report to their area manager if they are arrested, charged, or convicted for any criminal offense including a DUI or DWI, except for minor traffic offenses unless the employee is in a driving position.

If an employee (excluding minors) is arrested, charged, or convicted for any offense, then the employee must report the matter to their area manager and submit a police report or the documentation concerning the arrest and/or charges. The report must occur within two (2) business days of the arrest.

The employer will review the underlying facts of the matter. The employer will not take any adverse action based only upon the fact of an arrest. Any action will be based upon the underlying facts of the arrest. Any action will be considered on a case-by-case basis considering the underlying facts and the totality of all the circumstances. At the employer's discretion, actions may range from no action, to leave with or without pay to termination.

Noncompliance with the above stated requirement constitutes grounds for termination. Furthermore, misrepresentation of the circumstances of the events can serve as grounds for termination.

Employees who are unavailable to report for work due to incarceration are subject to suspension or termination in accordance with the terms of the employee manual.

Prohibition Against Discrimination and Harassment in the Workplace

The Company is committed to providing a work environment free of unlawful discrimination and harassment based on any legally protected characteristics.

Company policy prohibits unlawful discrimination and harassment based on any legally recognized status, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), citizenship or immigration status, or any other status protected by federal, state, or local law (collectively, "protected characteristics").

The Company's anti-discrimination/anti-harassment policy applies to all people involved in the operation of the Company, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party involved in the Company's operations. This policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee, applicant, intern, or volunteer based on protected characteristics. If such harassment occurs, which an employee believes to be a violation of this policy, the procedures set forth in the Complaint Reporting Procedure policy should be followed.

The Company prohibits unlawful harassment and sexual harassment, as well as proscribed conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct that violates this policy that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes or comments about an individual's body or dress, whistling or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress or sexual experiences, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings.
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job.
 - Repeated and intentional use of a name or pronoun inconsistent with an individual's known gender identity.
 - Asking intrusive questions about a person's sexual orientation, gender identity, gender transition or intimate body parts.
 - Sabotaging an individual's work; and
 - Bullying, yelling, or name-calling.
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment based on sexual orientation, self-identified gender, perceived gender or transgender status are all forms of prohibited sexual harassment.

Other Types of Prohibited Harassment

Harassment on the basis of any protected characteristic is prohibited, including harassment based on veteran status, uniformed servicemember status, race, color, religion, sex, age, pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), citizenship or immigration status, or any other consideration protected by federal, state, or local law. Prohibited harassment may include behavior like the illustrations above and may also include, but is not limited to:

- Verbal conduct includes taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected characteristics.
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected characteristics.
- Sharing pornography or sexual demeaning depictions of people, including AI-generated and deepfake images and videos.
- Mimicking or mocking a person's disability, accent or religious garments, jewelry, or displays; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected characteristics.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using the procedures in the Complaint Reporting Procedure policy; reporting proscribed discrimination, harassment, sexual harassment, or retaliation; objecting to such conduct; or filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

Individuals who believe they or another individual have been subjected to retaliation should report this concern pursuant to the Complaint Reporting Procedure policy in this handbook. Any report of retaliatory conduct will be investigated in a thorough and objective manner.

Discipline

If the Company determines that this policy has been violated, including if a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

Good Faith Reporting

The Company needs, expects, and encourages you to come forward, without delay, should you suspect that any form of discrimination, prohibited harassment, sexual harassment, or retaliation has occurred in the workplace. The Company takes all complaints regarding discrimination and harassment seriously in the workplace. The initiation of a good faith complaint of discrimination, prohibited harassment, sexual harassment, or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Prohibition Against Retaliation in the Workplace

The Company prohibits retaliation against any person who opposes, reports, or assists another person in reporting suspected discrimination, harassment, and/or sexual harassment in the workplace. The Company also prohibits retaliation against any person who in good faith reports conduct they believe may be fraudulent, unethical, retaliatory, or a violation of the laws and

regulations under which we do business. Employees who come forward in good faith to report such concerns in the workplace will be protected from retaliation for having done so. Similarly, employees who in good faith participate in an investigation of reported misconduct will be protected from retaliation. The previously listed activities shall be referred to herein as “protected conduct.”

The Company’s anti-retaliation policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors, and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. “third parties”). The Company’s anti-retaliation policy prohibits retaliatory conduct against employees who have been engaged in protected conduct by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party.

The Company needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. The Company takes all complaints regarding retaliation in the workplace seriously. If you feel you have been subject to retaliation, please notify the Company immediately using the Company’s Complaint Reporting Procedure (below). Retaliation will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Please note that nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires accommodation to perform the essential functions of their job, enjoys an equal employment opportunity, and/or obtains equal job benefits should request such accommodation through the main office, and not with the local store or Area Manager. Any request not directly made by the decision makers within the home office shall not be deemed a proper request which could delay proper accommodation.

The Company will communicate with the employees and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that medical impairment may be impacting the employee’s ability to perform their essential job functions.

Employees who believe they need accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the

employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and willing to consider alternative accommodation when applicable.

The Company will also consider requests for reasonable accommodation for medical conditions related to pregnancy, childbirth, and lactation as required by applicable federal, state, or local law.

Human Resources is responsible for implementing this policy, including the resolution of reasonable accommodation requests. Please contact Susan Watkins (swatkins@subventures.net (479) 268-4372) with any questions or requests for accommodation.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests accommodation in accordance with this policy.

Pregnant Workers Fairness Act and Pregnancy Accommodation

In accordance with the federal Pregnant Workers Fairness Act (PWFA), the Company will make reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth, or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Company's business.

"Known physical or mental limitations" are those that the applicant, employee, or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Susan Watkins (swatkins@subventures.net (479) 268-4372), preferably specifying in writing, what barriers or limitations prompted the request.

The following accommodation is typically provided upon request:

- Allowing an employee to carry or keep water in or near their work area and to drink water as needed.
- Additional restroom breaks, as needed.
- Allowing an employee whose work requires standing to sit, as needed.
- Allowing an employee whose work requires sitting to stand, as needed; and
- Allowing an employee to take breaks, as needed, to eat and drink.
- Allowing sufficient time and space for expressing breast milk.

For other accommodations, the Company will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth, or a related medical condition should contact Susan Watkins

(swatkins@subventures.net (479) 268-4372). However, the Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

Several states and localities have laws that apply to employees affected by pregnancy, childbirth, or related medical conditions. For individuals working in a jurisdiction that has a mandatory pregnancy accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

The Company prohibits discrimination based on pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take any adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination, retaliation or coercion should report it immediately to Susan Watkins (swatkins@subventures.net (479) 268-4372).

DRUG TESTING: DRUG AND ALCOHOL POLICY

In compliance with the Drug-Free Workplace Act of 1988 and AWCC Act 1552 of 1999, Subway has a longstanding commitment to provide a safe, quality-oriented, and productive work environment consistent with the standards of the community in which the company operates. Alcohol and drug abuse poses a threat to the health and safety of our employees, customers, and to the security of the Company's equipment and facilities. For these reasons, the Company is committed to the elimination of drug and alcohol use and abuse in the workplace.

Work Rules

- Whenever employees are working, are operating any Subway vehicle, are present on Subway premises or are conducting company-related work offsite, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia), or prescription medication without a prescription.
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
 - Possessing or consuming alcohol.
 - Being impaired or under the influence of legal or illegal drugs or alcohol on or away from Subway or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Subway's reputation.
 - Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Subway or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Subway's reputation.
- The presence of any detectable amount of any illegal drug, illegal controlled substance, alcohol, or prescription drug (not taken in accordance with a prescription given to the employee) in an employee's body system, while performing Subway business or while in a Subway facility, is prohibited.

- Subway will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively. Employees taking prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over by Subway to an appropriate law enforcement agency and may result in criminal prosecution.

Crimes Involving Drugs

Subway does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Subway reserves the right to take appropriate disciplinary action for drug use, sale, or distribution while off Subway premises. All employees (excluding minors) who are convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea, or sentence to their area manager within two (2) days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Subway.

Subway will conduct drug testing under one or another of the following circumstances:

- **Random Testing:** Employees may be selected at random for drug testing at any interval determined by Subway.
- **For Cause Testing:** Subway may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **Post-Accident Testing:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a Subway vehicle, machinery, equipment, or property or result in an injury to themselves or another employee requiring offsite medical attention.

Refusal to Undergo Testing

Employees who refuse to submit to a test are subject to immediate discharge.

- If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

MEDICAL MARIJUANA POLICY

SubVentures Inc is committed to ensuring a safe, healthy and productive work environment for all employees. Using marijuana in the workplace hurts productivity and poses a danger to everyone. For these reasons, SubVentures Inc prohibits the use of marijuana in the workplace. Compliance with this policy is a condition of continued employment for all employees. Employees are expected to come to work scent free.

SubVentures Inc complies with all state and federal laws and regulations regarding marijuana use. This policy addresses prohibition against using marijuana in the workplace.

Prohibited conduct:

Employees are prohibited from reporting to work or working while under the influence of marijuana, which can adversely affect their ability to safely and effectively perform their job duties.

Employees are further prohibited from consuming, smoking or otherwise ingesting marijuana during work hours, including during meal and rest breaks.

SubVentures Inc does not accommodate the medical use of marijuana in the workplace. Employees, including state-authorized medical marijuana users, are prohibited from using marijuana while at work.

If a manager suspects that a staff member is under the influence or possesses the scent of marijuana, they will be sent home, without pay.

Violations of Employer's Marijuana Use Policy:

Employees who fail to comply with SubVentures Inc marijuana policy are subject to discipline, up to and including termination.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and a religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention of Susan Watkins (swatkins@subventures.net (479) 268-4372) to initiate the accommodation process. The Company asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible. In addition, if the Company becomes aware of an applicant's or employee's need for religious accommodation, the Company will contact the applicant or employee to discuss potential accommodation.

As a part of the interactive process, the Company will identify possible reasonable accommodation, if any, that will help accommodate the applicant's or employee's religious beliefs and/or religious practices. If there is more than one reasonable accommodation that will not impose an undue hardship, the Company will identify and select the accommodation(s) that will be made for the applicant or employee.

The Company will not retaliate or otherwise discriminate against an employee or applicant because they request accommodation in accordance with this policy.

Genetic Information Non-Discrimination (GINA) Policy

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member using assistive reproductive services. If you have any questions about the information to be provided, please contact Susan Watkins (swatkins@subventures.net (479) 268-4372).

Complaint Reporting Procedure

The Company encourages all individuals to report any incidents of unlawful discrimination, sexual harassment, other harassment, retaliation, or denial of accommodation immediately so that complaints can be quickly and fairly resolved.

If you believe that you have been the victim of discrimination, harassment (including sexual harassment), retaliation, and/or denied accommodation (for your disability, pregnancy, childbirth, related medical condition, religious beliefs, and/or religious practices), you should report this problem to your immediate supervisor or any other member of management and/or Susan Watkins (swatkins@subventures.net (479) 268-4372). In a case where your complaint may involve your immediate supervisor, you should notify any other member of management and/or Russell Rogers or Susan Watkins (swatkins@subventures.net (479) 268-4372). Alternatively, if you feel that you are unable to state your complaint to your immediate supervisor, any other member of management, and/or Susan Watkins (swatkins@subventures.net (479) 268-4372), you may also report your complaint by using the Company's Employee Complaint Hotline at (877) 557-7419. This service is provided at no cost to you by a third-party operator who is independent from the Company.

Your complaint should be as detailed as possible. You will be asked to provide the details of the incident(s) that occurred, and the names of all individuals involved and any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Supervisors and managers will refer to all complaints involving discrimination, harassment or other prohibited conduct to Human Resources. Upon receipt of a complaint, Human Resources will immediately undertake an effective, thorough and objective investigation of the allegations. All complaints will be investigated.

Investigations will be kept confidential to the extent possible. Information obtained during the complaint procedure and investigation will only be shared with those individuals on a need-to-know basis or as required by law. A Company representative will advise all parties concerned of the results of the investigation.

If the Company determines that discrimination, harassment, or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for discrimination, harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including unpaid suspension and/or termination of employment.

The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, co-workers, or third parties.

Open Door Policy

In an organization as dynamic and creative as the Company, disagreements among employees or between managers and employees will occasionally arise. In most situations, the individuals directly involved will resolve those disagreements. If that cannot be accomplished, the "Open Door Policy" provides an effective path towards resolution. If you have a job-related problem, complaint, or suggestion, you are encouraged to speak to your supervisor or any member of management at a mutually convenient time.

We encourage all our employees to use the Open Door Policy to resolve any work-related problems or concerns. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of laws or regulations, or making other disclosures to the government protected under whistleblower provisions of federal or state laws and regulations.

This procedure should not be construed as preventing, limiting, or delaying the Company from taking appropriate disciplinary action against any individual, up to and including termination, in circumstances where the Company deems such action appropriate.

WORK HOURS AND PAYROLL

Work Schedules

Work schedules for employees vary throughout our organization depending on the position, the season and customer needs. Due to fluctuating application schedules, we must remain flexible in the hours and days we work.

The workweek for all employees is from 12:00am Wednesday to 11:59pm the following Tuesday the workday for all employees is from 12:00am to 11:59pm the same day.

Employee work schedules are established within this framework. When required, an employee's normal work schedule may be shorter or longer.

You will be advised of your daily starting time. Employees are expected to be in their assigned work areas, ready to begin work, when their shift commences and in full uniform at the time of clocking in.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. This may result in additional hours worked or a reduction in hours worked at any given time based on the volume of your location. Your supervisor will notify you of your work schedule.

Employment Status

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the Company classifies its employees as follows:

- **Full-Time Non-Exempt Employees** – Full-time non-exempt employees are those employees who are normally scheduled to work and who do work a schedule of 40 or more hours per week.
- **Part-Time Non-Exempt Employees** – Part-time non-exempt employees are those employees who are scheduled to and do work less than 40 hours per week. Part-time non-exempt employees may be assigned a work schedule in advance or may work on an as-needed basis.
- **Temporary Employees** – Temporary employees are those employees hired for a particular task. Irrespective of the amount of time necessary to complete that task, such employees shall not by the passage of time be converted to full-time employees.
- **Exempt Employees** – Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Executive, administrative, professional, and certain outside sales employees are exempted from overtime. Your supervisor will inform you if you are classified as an exempt employee.

The Company may review or change employee classifications at any time.

Exempt employees and full-time non-exempt employees will be provided Company benefits in accordance with federal and state laws and Company policy. Any benefits provided by the Company will be explained in a separate document and may change from time to time at the discretion of management and in accordance with federal and state law. If you have questions regarding benefits which may apply to you, please contact Susan Watkins (swatkins@subventures.net (479) 268-4372) or management.

Temporary and part-time employees will not participate in any Company benefit programs, except where mandated by applicable law.

Overtime for Employees in Non-Exempt Positions

When operating requirements or other needs cannot be met during regular working hours, employees in non-exempt positions will be assigned or given the opportunity to volunteer for overtime work assignments. All overtime work must receive prior authorization from your supervisor or manager. Overtime assignments will be distributed as equitably as practical to all employees in non-exempt positions who are qualified to perform the required work.

As required by law, overtime pay is based on actual hours worked. Time on vacation, holiday or sick time, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization (written or verbal) from management may result in corrective action, up to and including unpaid suspension and/or termination of employment.

Overtime is paid to employees in non-exempt positions according to state and federal regulations, as set forth below:

- **Time and one-half:** Compensation for hours worked, more than forty (40) hours in one workweek is paid for one and one-half (1.5) times the employee's regular rate of pay.

If for any reason you have not been paid overtime in accordance with our policy, please immediately notify your supervisor.

Please see the Company's "Work Schedules" policy for a definition of the workweek and workday applicable to non-exempt employees.

TIPS POLICY

Subway approved tip jars may be used pending the following rules are observed:

- No tape or paper on the jar, soliciting tips is not allowed
- All tips must be split equally between all team members working the shift in which they were received
- If any team member leaves before the shift (such as a short shift) their share of the money is to be saved for them and given to them the next time they work or on payday (store manager discretion)
- It is your responsibility to claim your cash tips as income on your tax returns
- Tips may be used to cover small cash shortages from your shift as long as all team members agree

Credit card tips will automatically be split equally between all team members and managers that were clocked in at the time of the tip.

Lactation Accommodation

The Company will provide employees with a reasonable amount of break time to express breast milk for one year after the child's birth and as often as the employee needs to do so.

Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor manager regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

For lactation breaks, the Company will provide employees with the use of a room or other location to express milk in private, other than a bathroom or toilet stall, which is shielded from view and free from intrusion from co-workers and the public. The Company will make a reasonable effort to identify a location within proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should contact Susan Watkins (swatkins@subventures.net (479) 268-4372) before their return to work following the birth of a child to identify the need for a lactation area, as well as the location for storage of expressed milk.

The Company will otherwise treat lactation as a medical condition and address lactation-related needs in accordance with applicable law.

Employees who believe they have not been provided lactation break time and the use of a room or private area in accordance with this policy and federal law should immediately notify Susan Watkins (swatkins@subventures.net (479) 268-4372). The Company will not retaliate or discriminate against an employee because they file a complaint or institute any proceeding under or related to the federal Fair Labor Standards Act, testify in any such proceeding, or serve on an industry committee.

For employees working in a jurisdiction that has an applicable state or local mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater break time and space accommodations than those described in this policy.

Timekeeping and Off-the-Clock Work Policy

All non-exempt employees are required to complete and certify a weekly Time Record that shows the total number of hours worked, meal periods, overtime, and absences due to sickness, holidays, and vacation. Employees must also record their time whenever they leave the premises for any reason other than Company business. Time records should be completed daily and should show the time at the beginning and end of each work period, including before and after meal periods.

It is each employee's responsibility to review and certify the accuracy of all time recorded. In addition, if corrections or modifications are made to the time record, both the employee and management must verify the accuracy of the changes. Management must approve all changes.

Your time records should accurately and truthfully reflect all hours worked, including vacation and leave hours. It is a violation of Company policy for any employee to falsify a timecard or punch record or to alter another employee's timecard or punch record. Falsifying Company time records will result in discipline, up to and including unpaid suspension and/or termination of employment.

It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or to alter another employee's timecard or punch record to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked; (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked; (3) conceal any falsification of time records; or (4) to otherwise violate this policy, do not do so. Instead, immediately report it to Susan Watkins (swatkins@subventures.net (479) 268-4372).

You should not work any hours outside of your scheduled workday unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break, or do any other extra or overtime work unless you are authorized to do so **and** that time is recorded on your timecard or punch record.

Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you perform but fail to report on your timecard or punch record. Any employee who fails to report or inaccurately reports any hours worked will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

If you have any questions or concerns regarding your hours, you have worked off the clock, or you are aware of any violations of the Company’s timekeeping policies (including, but not limited to, those related to recording all hours worked, rest and meal periods, or overtime), you should contact your manager or Susan Watkins (swatkins@subventures.net (479) 268-4372). The Company will not retaliate against you for making such reports or complaints.

Manager Phone Logs

Store Managers are required to submit Manager Phone Logs each week by scanning and emailing to HR.

by 9 am each Wednesday if they wish to be compensated for any work-related phone calls that take place while they are not clocked in at the store. At the conclusion of each week, the store manager will need to do a time clock adjustment on the register to add the total time from their manager phone log to the last day(Tuesday) of the pay period after the location has closed to avoid the hours be including in tip share.

payroll portion of the monthly folder as well.

Break Policy

Subventures will make every valid attempt to ensure that team members receive breaks as business needs allow. In the states that Subventures hold locations, the prevailing state law does not require breaks. However, as a general policy, we will adhere to the following break schedule as business needs allow.

0-3 Hours Scheduled Work: No Break Allowed

More Than 3-6 Hours Scheduled Work: 20 Minute Unpaid Break (Please clock out)

More Than 6-9 Hours Scheduled Work: 30 Minute Unpaid Break (Please clock out)

More Than 9 Hours or More Scheduled Work: 1 Hour Total Unpaid Break. May be broken out in increments of 20-minute breaks. The minimum break time must be 20 minutes. EG: Take 40 Minute Break and then a 20 Minute Break. Or take three 20-minute breaks.

The minimum clocked in time before a break could be as little as 1 hour on the clock before taking a break.

Breaks will not be guaranteed between the hours of 11am and 2pm and between 5pm and 8pm.

Payment of Wages

All employees are paid on a bi-weekly basis (26 pay periods per year), with paydays falling every other Thursday.

If a scheduled payday falls on a Company-recognized holiday or weekend, paychecks will be distributed on the preceding business day.

Employees who are absent on payday are responsible for arranging to receive their paycheck by contacting their supervisor or Susan Watkins at **swatkins@subventures.net** or **(479) 268-4372**. If no arrangements are made, the paycheck will be held until the employee returns to work.

Paychecks may only be released to another individual if:

1. The employee has provided a signed letter authorizing the release.
2. The employee has called the home office at **(479) 268-4372** to provide the name of the individual picking up the check.
3. The authorized individual presents valid identification at the time of pickup.

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes, and may also include any court-ordered garnishments. The Company also must deduct Social Security taxes on each employee's earning up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee.

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the Company's policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is the Company's policy that paychecks of exempt employees will not be "docked," or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the number of deductions is listed on your pay studio.

In the unlikely event that there is an error in the amount of pay (e.g., your wages have been subject to any improper deductions, your pay does not accurately reflect all hours worked, or you have been inadvertently overpaid), you should promptly bring the discrepancy to the attention of Susan Watkins (swatkins@subventures.net (479) 268-4372) so that the Company can investigate and correct the matter as quickly as possible.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Performance Evaluations

Each employee will receive periodic performance evaluations conducted by his or her supervisor. These are intended to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

Please be advised that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are solely within the discretion of the Company and depend upon many factors in addition to performance.

In addition to these more formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on an ongoing basis. Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

NOTE: No policy or practice of the Company, past or present, shall obligate the completion of a formal or informal performance evaluation. The existence of a written or otherwise formal evaluation does not necessarily indicate the quality or acceptability of performance any time thereafter, nor is it to be interpreted that similar or improved performance will result in continued employment for any specified period of time or that an adjustment in compensation will occur. Furthermore, the absence of a written or otherwise formal evaluation shall not be assumed to be a failure of the Company to have evaluated the performance of any employee. Nor does the absence of a formal evaluation mean that an employee has been denied a reasonable opportunity to perform.

Online and Social Media Policy

Even though personal web pages on social community sites such as YouTube, Facebook, Twitter and others are great forums for self-expression and communicating with your friends, you still must follow proper guidelines and policies.

If you talk about the SUBWAY® brand online (e.g., blogs, message boards, forums, videos, photos, etc.), please make sure you are respectful. **Everything you post can be tracked, and anything that breaks the law and/or SUBWAY® restaurant policies could result in disciplinary action. Remember, even if you delete a picture or a post, it still may end up available online forever.**

To protect proprietary information you may not take, distribute, or post pictures, videos or audio recordings while on working time or in working areas (unless to engage in activity protected by the NLRB).

Cell phones are also not allowed in the food prep/food service area.

Here are some tips for online and social community practices:

Emergency Closings

The Company will always make every attempt to be open to business during normal operating hours.

If the office is officially closed during the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO/vacation time.

Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Record Keeping Policy

The Company maintains strict confidentiality of employee records. However, operating requirements of the Company or federal or state laws and regulations may necessitate disclosure of employee information in certain circumstances.

The purpose of this policy is to outline some of the circumstances in which employee information will be disclosed to external organizations.

Garnishments/Levies/Support Orders

Upon receipt of a properly authorized request to release information or initiate deductions from employee pay, the Company will release salary or wage information and begin deductions from pay.

Lenders/Credit Organizations

Upon receipt of an authorized request that includes the employee's signature, the Company will release information to lenders or credit organizations. The Company will not respond to any telephone requests for such information.

Prospective Employers

All requests for references must be directed to the personnel manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

The Company will provide the following information on request to prospective employers for reference purposes: the dates of employment and the title of the last position held of former employees.

Inclement Weather and Emergency Policy

The Company recognizes the fact that inclement weather and other emergencies can affect the company's ability to open for business and the employee's ability to get to work. The safety of our employees is paramount in any emergency.

The Company will make every effort to maintain normal work hours even during inclement weather.

In the event the Company elects to close its office in response to a state of emergency declared by the Governor, or to ensure employee safety during inclement weather or other natural disasters, the following will apply:

- Closures last for less than a week: Where such closure lasts for less than a full workweek, all exempt employees will be paid their full salary if they do some work during the workweek during which the closure occurs.
- Employees on leave during closure: If the closure occurs during a week in which an exempt employee is out on vacation or other leave so that the employee is unable to perform work for the entire workweek, no salary will be paid to that employee for that time.
- Closures last one week or longer: In the event the Company is forced to close for a greater period lasting at least one full workweek, exempt employees will only receive a salary for workweeks in which they are able to perform work.
- Non-exempt employees: All non-exempt employees will not be paid during times of closure when no work was performed.
- Use of vacation or PTO: Any employee who chooses to do so may elect to use accrued vacation or PTO during times of closure.

When the state of emergency ends, or where none was declared, and the Company has determined the dangerous conditions have subsided, all employees are expected to report to work. In the event an employee fails to report back to work after a state of emergency or other closure deemed necessary by the Company, the employee will not be paid for such time off. Exempt employees who elect not to return to work will not be paid for full days on which they are absent.

On days when weather conditions worsen as the day progresses, the Company may decide to close early. In such cases, a decision and an announcement will be made by the owner, Russell Rogers, Susan Watkins (swatkins@subventures.net (479) 268-4372), or the Director of Operations.

Employees will be expected to remain at work until the appointed closing time, unless their scheduled shift ends prior to that time or they receive permission from their department head to do otherwise.

Business Expense Reimbursement Policy

Employees must get pre-approval from their supervisor prior to incurring any expense for which the employee intends to seek reimbursement.

Employees will be reimbursed for reasonable pre-approved expenses incurred during business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles (at the IRS-mileage rate).

All expenses incurred should be submitted to Susan Watkins (swatkins@subventures.net (479) 268-4372) along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact Susan Watkins (swatkins@subventures.net (479) 268-4372) in advance if they have any questions about whether an expense will be reimbursed.

Violations/abuse of the business expense reimbursement policies will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Safe Harbor Policy

The Company will pay exempt employees their full salary for any week in which they perform any work. However, under federal law, your salary is subject to certain deductions. For example, unless state law offers more protection, your salary can be reduced for the following reasons in the work week in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability if you have exhausted your paid leave accrual “bank”.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

An exempt employee’s salary also may be reduced for certain types of deductions, such as your portion of health, dental or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 401(k) or pension plan. In any workweek in which you perform any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence because the facility is closed on a scheduled workday.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions are prohibited by state or federal law.

Please note, federal law allows for the deduction of a partial day’s absence from an exempt employee’s paid leave accrual “bank”, but your salary will not be reduced for partial day absences.

If you have questions about deductions from your pay, please contact Susan Watkins (swatkins@subventures.net (479) 268-4372) immediately.

If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor 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 within three business days), you should immediately contact Human Resources (Susan Watkins (479) 268-4372).

Every report will be fully investigated, and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company’s investigation of such reports.

Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

EMPLOYMENT POLICIES AND PROCEDURE

Attendance and Punctuality Standards

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to work on a regular and consistent basis. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Excessive unexcused absenteeism may result in disciplinary action, up to and including unpaid suspension and/or termination of employment.

If you are unable to report to work, you must provide reasonable advance notice to the Company that you will not be able to report to work prior to the start of your shift. In all cases of absence or tardiness, employees must provide their supervisors with an honest reason or explanation. Failure to notify the Company prior to your scheduled start time will be considered a no-call, no-show by the Company. If the circumstances for your tardiness or absence were unforeseen or unexcused, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism. An employee who fails to notify the Company of an absence in accordance with this policy for three consecutive workdays will be considered to have voluntarily resigned employment with the Company, unless there are extenuating or excused circumstances.

A doctor's note may be required, at the Company's discretion and in accordance with applicable law, for any absence due to illness or injury. Failure to comply with such a request may be cause for disciplinary action, up to and including termination. The Company may also request a corroborating statement from a Company appointing physician at the Company's expense.

Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy.

Attendance Progressive Discipline Schedule

The following attendance infractions will be automatically documented.

1. Call-In Sick with **NO** doctors notices or shift replacement not found by employee.
2. Late to Shift More by more than 10 minutes.
3. No Call/No Show (See below for definition and subject to termination on first offense)
4. No Show (See below for definition)
5. Call-In with employee found shift replacement (No Documentation Issued)
6. Call-In with Management sourced shift replacement
7. Call-In Sick less than 2 hours before your shift starts.
8. Immediate Family Emergency (subject to providing documentation will result in no documentation)

No Call/ No Show: Defined as not arriving to your shift in which the schedule was posted or published in the Subway Labor scheduling application by at least 8AM on Tuesday prior to the

work week starting and not having made contact with a member of management on the **DAY OF** your scheduled shift that was missed.

Immediate Family: Defined as spouse or domestic partner, mother, father, brother, sister, stepbrother, stepsister, son or daughter. Special considerations may be made for other family relationships which are subject to management approval.

No Show: Not showing for your scheduled shift or if employee and manager are unable to find suitable shift coverage and the employee still fails to show for their shift. Your last paycheck will be reduced to minimum wage if this occurs.

Requests off outside of your agreed availability agreement.

Without accrued vacation time, requests off are limited to four per month. Please ensure your availability is up to date to avoid using your request of allotment. Request off are due on the calendar the Friday prior to the scheduled week starting. Any request made after this will be denied and subjected to the attendance policy above.

Receiving three documented attendance issues within a 30-day period will result in termination contingent on the length of service of the employee.

Length of Service

- 0-90 Days: Termination
- 90-180 Days: 1 Week Unpaid Suspension
- 180Days- 1 Year: 2 Week Unpaid Suspension
- More than 1 Year: 2 Week Unpaid Suspension

If a team accumulates an additional three (3) attendance infractions within 90 days of returning from an unpaid suspension, it will result in termination. The team members must go 6 months without an attendance infraction to restart the progressive discipline schedule.

Conflict of Interest Policy

While we acknowledge that employees may have pursuits separate from their work at the Company, such endeavors cannot compete with or conflict with an employee's job duties and responsibilities at the Company. To further explain an employee's obligations to avoid conflicts of interest, a conflict of interest may arise, for instance, when an employee has a financial or other interest that could interfere with the employee's job duties with the Company or when an employee uses their position with the Company for personal gain. Each employee of the Company is required to ensure that they and their family members do not improperly benefit personally from the employee's position as an employee for the Company.

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict of interest, as set out in this policy. The following are examples of prohibited conflicts of interest in any aspect of an employee's job:

- Acting as a director, officer, consultant, agent, or employee of a supplier, customer, competitor, or other business entity that engages in business with the Company.

- Owning a material interest in, being a creditor of, or having other financial interest in a supplier, customer, competitor, or other business entity that engages in business with the Company.
- Receiving from or giving to any supplier, customer, or competitor gifts, gratuities, special allowances, discounts, or other advantages not available to employees of the Company.
- Having any significant direct or indirect personal interest in a business transaction involving the Company.
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for the Company; or
- Influencing commercial transactions involving purchases, contracts, or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that they have, or are considering the assumption of, a financial interest, an outside employment relationship, or other activity that might involve a conflict of interest, as discussed in this policy, or if the employee is in doubt as to whether any conduct or activity may constitute a conflict of interest, the employee must promptly discuss the matter with Susan Watkins (swatkins@subventures.net (479) 268-4372) and refrain from acting on the Company's behalf in any manner that might reasonably be considered to be a conflict of interest or affected by any adverse interest. If the matter is deemed to be a conflict of interest, the affected employee must withdraw from the matter.

Failure to disclose a conflict or potential conflict of interest is a violation of this policy and may lead to disciplinary action, up to and including termination of employment.

This policy in no way prohibits employee affiliations, activities or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Workplace Relationship / Fraternization Policy

To avoid the appearance of any conflict of interest, influence, or favoritism, and to ensure objectivity in the workplace, the Company prohibits personal relationships (e.g., romantic or dating relationships, cohabitation, marriage, or otherwise becoming related) between employees in a reporting relationship.

If a personal relationship develops between employees in a reporting relationship, the employees must disclose the relationship immediately to Susan Watkins (swatkins@subventures.net (479) 268-4372). Susan Watkins will work with the employees to devise a working solution.

Any failure to disclose such personal relationships between employees in a reporting relationship to Susan Watkins (swatkins@subventures.net (479) 268-4372) may result in discipline, up to and including termination.

All steps will be taken to eliminate any real or perceived appearance of authority one employee has over the other employee. Continued employment is possible provided that no direct reporting relationship exists. In situations where it is not possible to eliminate a real or perceived conflict of interest, transfer or termination of employment with the Company may be required.

Employment of Relatives / Anti-Nepotism Policy

The Company may employ relatives of current employees when doing so does not create any conflicts of interest, favoritism, or problems with supervision, safety, security, or morale.

For purposes of this policy, a “relative” is defined as:

- Any individual related by blood, including but not limited to parent, child, grandparent, sibling or half-sibling, uncle, aunt, cousin, niece, or nephew.
- Any individual related by marriage, including but not limited to husband, wife, parent, stepchild, step-child, stepbrother, stepsister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- A cohabiting significant other; or
- Any individual is otherwise related by law, including an individual related by way of domestic partnership, adoption, foster care, or legal guardianship.

Rules Regarding Employment of Relatives

Upon receipt of an application for employment from a current employee’s relative, the Company will consider that individual for employment solely based on his/her qualifications for the position.

The Company will evaluate the employment of relatives on an individual, case-by-case basis. If the Company decides to employ the relative of a current employee, the following rules apply:

- Relatives may not be in a direct supervisor/subordinate relationship with each other.
- Relatives may not supervise or evaluate each other; and
- Relatives may not audit or review in any manner each other’s work.

When an employee experiences either a change in employment status (i.e., assignment, transfer, promotion, or demotion) or a change in relationship status (i.e., entering into a relationship with another employee such that the employees are now relatives) that results in a violation of the rules set forth in this policy, the Company will engage in reasonable efforts to find an accommodation that resolves the violation identified. If accommodation is not possible, the Company will allow the affected employees to decide who will resign and allow up to three (3) weeks to comply.

Reporting Procedures and Consequences for Noncompliance

Any employee and the supervisor of any employee who experiences a change in employment status or a change in relationship status that results in a violation of the rules set forth in this policy must report the change to Susan Watkins (swatkins@subventures.net) (479) 268-4372). Susan Watkins will engage in reasonable efforts to find accommodation that resolves the violation identified. If accommodation is not possible, the Company will allow the affected employees to decide who will resign.

All employees are responsible for following the reporting procedures discussed above. Employees who fail to comply with the reporting procedures will be subject to disciplinary action, up to and including termination.

Employees who witness a violation of this policy may raise a complaint with Susan Watkins (swatkins@subventures.net (479) 268-4372). The Company will investigate any complaints made to Susan Watkins and take appropriate action. Retaliation against employees who either make a complaint or participate in the investigation of a complaint under this policy is prohibited.

Outside Employment

Employees may pursue and participate in employment or other business activities outside of normal working hours, provided such arrangement neither creates a conflict of interest, nor detracts from performance and/or effectiveness while working for the Company, and provided the employee does not offer or provide such services to the Company. Any employee who has other employment must disclose such employment to his or her supervisor, so that an evaluation can be made as to whether a conflict of interest exists. The failure to adhere to this guideline, including the failure to disclose any potential conflicts, will result in disciplinary action up to and including unpaid suspension and/or termination of employment.

The Company does not prohibit employees from holding other jobs; however, the following types of outside employment are prohibited:

- Employment that conflicts with the employees' work schedule, job duties and responsibilities to the Company or that creates an actual conflict of interest.
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company.
- Employment that requires employees to conduct work or related activities during work time for the Company or using any of the Company's tools, materials, or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

Cell Phone Policy

Company-Issued Cell Phones

The Company may issue cell phones to employees whose jobs require them to make calls while away from work or require them to be accessible for work-related matters.

Cell phones issued by the Company are Company property. Employees must comply with Company requests to make their Company-issued cell phones available for any reason, including upgrades, replacement, or inspection. Employees who leave the Company for any reason must turn in their Company-issued cell phones.

If a company cell phone is lost, stolen, or damaged, the employee that the device was issued to will be subjected to either the deductible or full replacement cost of the device. This fee will be paid upon providing sufficient notice to the team members.

Personal Use of Company-Issued Cell Phones

Company-issued cell phones are to be used only for business purposes. Although occasional, brief personal phone calls using a Company-issued phone are permitted, personal use that exceeds this standard will result in discipline, up to and including termination. Employees are expected to reimburse the Company for any costs or charges incurred because of the personal use of their cell phones.

Any personal use of a Company-issued cell phone must not interfere with the employee's work performance, take away from work time, or violate any Company policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information.

Security of Company-Issued Phones

Employees are responsible for the security of Company-issued cell phones and the information stored on them. Always keep your cell phone with you when traveling; never leave it unattended in your car or hotel room. If your Company-issued cell phone is lost or stolen, notify the IT department immediately. Never store confidential Company information on a cell phone.

Personal Cell Phones at Work

Although the Company permits employees to bring personal electronic devices, including cell phones and smartphones, into the workplace, employees are expected to remember that working time is for work. Therefore, employees should only use personal electronic devices (such as engaging in personal phone calls) during nonworking time, including meal and rest breaks. Outside of this time, use of personal devices should be kept to a minimum and for emergencies only.

If the Company finds that excessive personal cell phone use is interfering with Company work, you will no longer have permission to use your phone or keep it on your person while working.

Use of Cell Phone While Driving

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving.

Employees who receive or must make a call while driving must pull over safely and park before answering, returning, or placing a call. Employees also may not send or review text messages while driving as part of their job responsibilities.

The purpose of this policy is to ensure the safety of employees, other motorists, and company property. Employees who are charged with traffic violations or cause accidents or injuries resulting from their use of personal or company-issued cell phones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cell phone for business use or who use their personal cell phone for business use, are also expected to abide by the provisions of this policy.

NLRA Protected Activity

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is

protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Company Computer Network, Email, and Communications Systems

This policy describes the Company's general guidelines for using the Company's computer network, internet, voicemail, email, instant messaging, text messaging, internet messaging, electronic bulletin board systems, electronic files, and computer systems (collectively, "electronic resources").

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources must not contain content that may be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes, or images; racial slurs; gender-specific comments; or any comments, jokes, or images that would discriminate against or harass someone on the basis of race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state, or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination is unlawful and prohibited. Violators may be subject to discipline, up to and including termination of employment.

Software Code of Ethics

Employees may not duplicate any licenses, software, or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders, including contractors, customers, or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company device to determine what software is installed on the local drive(s).

Employee Responsibility

Each employee is responsible for the content of all text, audio, or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

Computer and Systems Security

All computers and the data stored on them are, and always remain, the property of the Company. As such, all messages created, sent, or retrieved over the Company's internet, network, devices, and/or electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message

composed, sent, or received using the Company's electronic resources, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, messages sent using the Company's electronic resources are not private. Furthermore, all communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email Content Screening

The Company maintains the right to screen all inbound and outbound content transmitted on its electronic resources. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

The Company may, in its discretion, review communications to and from a personal account sent using company equipment, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should use a personal email address and a personal device. If an employee does use company equipment, they consent to any monitoring by the Company and should understand that they have no right to privacy with respect to such communications, to the extent permissible under applicable law.

Conducts That are Not Prohibited

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Use of Company Assets for Business Purposes

When using Company equipment, vehicles, or other property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools, or vehicles are damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor or Susan Watkins (swatkins@subventures.net (479) 268-4372).

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment.

Employees who violate this policy are subject to discipline, up to and including termination.

Personal Device Use Policy

The Company recognizes that employees benefit from increased convenience and productivity when accessing the Company's information systems using a personal mobile device (referred to in this policy as a "dual-use device"). At the same time, a dual-use device can pose certain risks for the Company. Employees may use a dual-use device to conduct company business and access the Company's information systems *provided that* the user complies fully with this policy. Violations could result in loss of the privilege to use a dual-use device as well as disciplinary action, up to and including termination of employment.

A "dual-use device" means any portable electronic storage device owned by an employee and approved by the Company for use by the employee to conduct company business and/or access the Company's information systems. Approved dual-use devices include computing or electronic storage device, such as desktop PCs, laptops, smartphones, tablets, PDAs, flash drives, external hard drives, or other device that might be used to connect to the Company network or otherwise access, transmit, or store Company information.

The purpose of this policy is to establish requirements for employees who wish to enjoy the benefits of a dual-use device while reducing the risks to the Company. In particular, this policy is intended to (a) protect the Company's information systems against malicious software and code; (b) prevent unauthorized access to, and use, disclosure or acquisition of, the Company's confidential and proprietary information; and (c) ensure that the Company can, at any time, obtain access to, and exercise control over, the Company's information.

Applicability

This policy applies to all company employees. Contractors are prohibited from accessing the Company's information systems using any device not owned by the Company.

Eligibility for Dual-Use Device

Supervisory approval is required prior to using a personally owned/controlled device as a dual-use device to access, use, or store sensitive company-related information, including sensitive or confidential personal information.

Responsibility

All employees with a dual-use device are responsible for following this policy.

Anyone observing what appears to be a breach of security, violation of this policy, violation of state or federal law, theft, damage, or any action that might place company resources at risk must immediately report the incident to an appropriate-level supervisor, manager, or security officer.

Managers and supervisors are responsible for ensuring that all employees with a dual-use device in their area are aware of and understand this policy and all related procedures. A manager's or supervisor's failure to do so may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment. **However, a manager's or supervisor's failure to discuss this policy with their employees does not excuse the employee's failure to follow this policy. Employees with a dual-use device are responsible for following all company policies, including this policy, and failure to do so may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment.**

Nonexempt Employees

Nonexempt employees are prohibited from using a dual-use device for all work-related purposes outside of their scheduled shifts and while on their rest and meal breaks. Nonexempt employees must be clocked in and not on any rest or meal break when performing any work for the Company, including checking email, taking calls, and reading/responding to text messages.

Security of Dual-Use Devices

Whenever possible, all dual-use devices must be protected by passwords. Whenever possible all dual-use devices should have screen locking and screen timeout functions enabled.

The physical security of a dual-use device is the responsibility of the user. Dual-use devices shall be kept with the user whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.

If a dual-use device is lost or stolen, promptly report the incident to your supervisor. This report should include the serial number if the device has one.

If sensitive or confidential documents and sensitive personal information must be stored on the dual-use device, the information must be encrypted, and completely and securely removed from the device before it is sold, returned, exchanged, transferred, or disposed.

Before a dual-use device is connected to company IT systems, it shall be scanned for viruses. If viruses are detected, the company may delete any files on the device. If the dual-use device is used for transitional storage (for example, copying data between systems), the data shall be completely and securely removed from the dual-use device immediately upon completion.

Enforcement

Non-compliance with this policy and/or its resulting procedures may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment. Depending on the circumstances, federal, state, or local law may permit civil or criminal litigation and/or restitution, fines, and/or penalties for actions that would violate this policy.

NLRA Protected Activity

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Driving Policy

All employees who are required to drive for the Company are expected to do so in a safe, courteous manner. Employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties must have and maintain a valid driver's license, wear seat belts,

and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs while driving.

The purpose of this policy is to ensure the safety of employees, other motorists, and company property. Employees who are charged with traffic violations or cause accidents or injuries arising out of their use of personal or company-issued cell phones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees driving for the Company are required to have a valid driver's license, a safe driving record, and the minimum liability insurance required by law. Employees must always have such license and proof of insurance on their person when operating a motor vehicle within the course or scope of employment and must present such license and proof of insurance for inspection and copying upon request. In addition, employees driving for the Company must ensure the Company receives immediate notice if the employee's insurance policy is canceled or lapses, they no longer possess a valid license, or they have an infraction that may affect their driving record.

Company vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. Drivers are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked every time the employee leaves the vehicle.

Any activity that distracts the driver's attention from operating a vehicle safely should be minimized or avoided to the extent possible. Examples of such activities include paying extended attention to events occurring outside the vehicle, adjusting the climate or other vehicle controls, interacting with others in the vehicle, eating, drinking, reading, smoking, and using electronic devices, such as cellular phones (hand-held or hands-free).

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cell phone for business use or who use their personal cell phone for business use, are also expected to abide by the provisions of this policy.

Employees who receive or must make a call while driving must pull over safely and park before answering, returning, or placing a call. Employees also may not send or review text messages while driving as part of their job responsibilities.

Any accidents in company vehicles or while driving on company business, regardless of severity, must be reported immediately to the police and to Susan Watkins (swatkins@subventures.net (479) 268-4372). Failing to stop after an accident and/or failing to report an accident may result in disciplinary action, up to and including termination of employment.

The Company does not assume any responsibility for damages to or theft of any personal vehicle or personal property while on company business. Employees are encouraged to take steps to safeguard their vehicle and property from damage and theft.

Employees violating any of the above restrictions may be subject to disciplinary action up to and including termination.

Solicitation and Visitor Policy

The Company has established the following rules applicable to all employees and employees that govern solicitation, distribution of written material, and access to company property:

- Employees may engage in solicitation activities only during non-working times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed.
- Employees may distribute or circulate any written or printed material only in non-work areas, during non-working times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on company property.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is expected to be performing services for the Company; it does not include time during which an employee is legitimately not performing services, such as during break periods, meal periods or before or after scheduled work periods.

Non-employees may not solicit or distribute literature on the premises, including any parking areas which may be Company property, at any time.

Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. A Company employee must always accompany a non-employee. Former employees are not permitted onto Company property except for official Company business.

Employees being visited by friends, family, or other guests of the employee are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action, up to and including termination of employment.

The Company reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify their manager and/or Susan Watkins (swatkins@subventures.net (479) 268-4372). Should any employee feel their safety or the safety of others is in immediate danger, they should immediately contact emergency services by dialing 911.

Personnel Files

Your personnel file will be maintained at the Company's office. Employment documents such as application materials, contracts, educational attainment records, performance evaluations, and documentation will be kept in this file. To review your file, complete and provide a written request

to the human resource department. Your request will be granted as soon as practical to arrange for the documents and personnel necessary for the review.

Confidentiality and Trade Secrets Policy

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

Confidential or proprietary information includes, but is not limited to, non-public information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists, methods of competing, and any other information the company deems confidential.

Additionally, employees who have the following information by virtue of the performance of their job responsibilities should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, and security and access codes or passwords that would permit access to medical, financial, or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours, benefits, or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act (NLRA), such as communicating with others; self-organizing; joining, forming, or assisting labor organizations; bargaining collectively with representatives of the employees' choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the NLRA.

Confidential information also does not include conduct that was, or that an employee believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority; disclosing confidential information that the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report; or from filing, testifying, or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission (SEC), the Department of Labor, or any other appropriate federal, state, or local government authority.

Further, employees are hereby notified that, under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
 - Is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or
 - It is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and
- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

Professional Appearance Policy

The Company recognizes that the presentation of its employees in the workplace contributes to a professional environment and the public image that has contributed to the success of the Company. All employees are expected to dress professionally and appropriately while performing work on behalf of the Company. Each employee is a representative of the Company in the eyes of our clients and the public, so it is important that each employee be well-groomed and professional in appearance when coming to work or engaged in work-related tasks with customers, clients, and colleagues.

CLOTHING: Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, Company image, and customer interaction. Items of clothing that convey any form of sexual, violent, discriminatory, abusive, offensive, demeaning, and/or otherwise unprofessional messaging (either through a written graphic, logo, or picture, or otherwise) are prohibited.

In-Store Uniform Policy:

HYGIENE: Every employee is expected to practice daily hygiene and good grooming habits as set forth in further detail below.

HAIR: Hair should be clean and neatly trimmed or arranged. Sideburns, mustaches, and beards should be neatly trimmed. Non-traditional hair colors are not permitted. This policy shall in no way be interpreted to prohibit any natural hair, hair texture, hair type, or protective hairstyles historically associated with race.

MAKEUP: Make-up must be professional and conservative.

FRAGRANCE: Recognizing that employees and visitors to the workplace may have sensitivities or allergies to fragrant products, including but not limited to perfumes, colognes, fragrant body lotions, or hair products, the Company is a fragrance-free workplace. Fragrant products that may be offensive to others should be used in moderation out of concern for others in the workplace.

NAILS: Hands and nails should be clean and conservatively manicured.

- **Fingernails:** State health code requires that nails must be kept short and clean. If worn, artificial fingernails must be secured and without adornments, and nail polish must be in

good condition. If artificial fingernails or fingernail polish is worn, employee must wear intact gloves in good repair when working with food.

JEWELRY: Employees may wear tasteful jewelry in moderation. The size and/or number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present any type of safety risk, jewelry may be prohibited or severely limited. In other areas, moderate jewelry (including size and amount) may be worn. No other visible body jewelry or body piercings may be worn while an employee is in the workplace.

- Excessive jewelry is not allowed while working and is limited to the following:
 - Necklace: One (1) plain necklace tucked into the uniform
 - Rings: One (1) ring maximum
 - Total of one wrist item is allowed.
 - Pins: None
 - Earrings: Three (3) earring maximum per ear, studs only, dangling earrings are not allowed.
 - Gauges must have clear, white, or black plugs with no graphics, and they must be approved by the store or area manager.
 - Pierced Body Parts: Other than the ear, pierced body parts may not be accessorized including, but not limited to nose, eyebrow, lip, mouth, and tongue.

TATTOOS: No visible tattoos or other body art or modifications (such as surgically implanted ball bearings, spikes, and the like) are permitted in the workplace. Exceptions may be made for employees who have small, non-offensive tattoos that cannot easily be covered by standard clothing (i.e., wrist, neck, etc.). All exceptions require the approval of Human Resources, which may be contacted at (479) 268-4372

All employees, while working in the store, must be in full uniform consisting of the following:

- **Shirt:** Subway uniform shirt. Employees wishing to wear a shirt under the Subway shirt must wear a white short or long-sleeved shirt (if short sleeved that sleeve cannot extend below the sleeves of the Subway shirt). The shirt worn underneath must be in good condition (no tears, graphics, writing, logos, frayed edges, or faded color).
- **Apron:** Subway approved apron.
- **Hat/Visor:** Hats must be worn with the bill always facing forward.
- **Pants:** Pants/shorts/skirts must be solid black or solid tan. Denim jeans are allowed. No patterns are allowed. Fabric must be cotton, polyester, a cotton/polyester blend, or denim. Denim colors other than solid black or solid blue are NOT allowed. Pants/shorts/skirts cannot be ripped, faded, or contain inserts, studs, lacing, glitter, or other decorations. Knit fabrics (e.g., lycra, spandex, fleece), including leggings/jeggings, and athletic-type pants (e.g., sweatpants, wind pants) are NOT allowed. Pants must be full length (to the ankle) or capri (below the knee), while shorts/skirts must be knee length. Pants/shorts/skirts must be neat and fitted, not baggy and must be in good condition (no tears, graphics, writing, logos, frayed edges, or faded color). New employees must have appropriate pants/shorts/skirts prior to his/her first day at work.

- **Shoes:** Dark colored shoes / sneakers or clean white sneakers may be worn provided they are in good condition. Closed, flat-heel shoes are required (open-toe or open-heel shoes are not allowed for safety purposes).

- **Socks:** State health code requires that socks be always worn while working. Socks must be clean and in good condition with no visible holes.

Uniform: Two (2) shirts, one (1) apron, one (1) hat, and (1) name tag will be issued upon employment. The employee is responsible for the uniform, including cleaning.

- If an employee loses or damages uniform items outside of work, replacement uniform items will be deducted from the next paycheck at current prices (except where such deductions are prohibited by law) or pay cash. All prices are subject to change. Abuse or misuse of the uniform may be subject to disciplinary action.

- To maintain a professional image, changes to the uniform such as the wearing of buttons/pins not provided by Subway are not allowed.

- **Jackets/Sweaters/ Vests:** Must contain the Subway logo. No sports team's or collegiate wear is allowed.

Exceptions and Accommodations

Employees seeking an exception or accommodation from any of the above standards should speak with Human Resources.

Violations

Employees not dressed appropriately when arriving at work are not considered ready to begin their shift. Employees who report to work inappropriately dressed or groomed may be asked to leave for the remainder of their shift or leave and return in acceptable attire. This time away from work will be without pay and subjected to written documentation.

Standards of Conduct

The Company expects all employees to observe certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights but are in place for the safety and well-being of all Company employees. These standards apply equally to all employees.

Disciplinary action for non-professional behavior may include, but is not limited to, the following: verbal reprimand, written reprimand, suspension, demotion, or termination. The Company reserves the right to enforce these disciplinary measures as it deems necessary.

It must be remembered that the Company employs its employees at-will which permits the Company to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and locations of work. Accordingly, either the employee or the Company can terminate the employment relationship at any time with or without cause at either party's option, with or without notice.

The following actions on the part of an employee, while not all inclusive, may be cause for disciplinary action up to and including termination without warning. This list includes, but is not limited to:

- Making false statements or omitting pertinent information on Company applications, records of employment, forms or reports, or during participation in Company investigations or in responding to management inquiries.
- Falsification of employment records, employment information, or other records or work-related information of the Company.
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee.
- Insubordination (e.g., refusal to perform job assignments, or the use of abusive or threatening language toward a supervisor or member of management), unless unsafe or contrary to Company policies or procedures.
- Committing any act of violence or intimidation, making threats of violence, provoking or engaging in any physical fight, or using abusive or profane language in the work environment, during working hours, at a work event, or on premises owned or occupied by the Company.
- Theft, unauthorized removal, or willful damage of property or assets belonging to the Company, other employees, customers, contractors, or visitor.
- Disregard of safety rules, safety procedures, or workplace security rules.
- Operation of machinery and/or equipment that you are not authorized to operate.
- Use of company materials, supplies, tools, or products for personal reasons without advance permission from management.
- Making knowingly false statements concerning the Company or any employee, client, contractor, or visitor.
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless otherwise permitted by applicable law.
- Substandard or unsatisfactory work performance.
- Unexcused absences and/or unexcused tardiness.
- Sleeping or deliberately loafing during working hours.
- Failing to obtain permission from your manager or Human Resources to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected.
- Failing to observe work schedule requirements, including meal and rest breaks.
- Working overtime without authorization or refusing to work assigned hours.
- Violating any policy, rule or procedure of the Company.
- Failure to demonstrate immediate and consistent improvement in poor work performance.
- Engaging in discussions or acts of violence against any employee, client, contractor or visitor.
- Smoking tobacco cigarettes, electronic cigarettes, or vaping in non-designated areas.
- Use, consumption or possession of intoxicating substances or illegal drugs on the Company premises, during working hours, at a work event, or otherwise in violation of Company policy.
- Unprofessional, rude, disrespectful, or discourteous treatment of co-workers, customers, clients, and vendors.

- Discrimination or harassment in violation of Company policy against any employee, client, contractor, visitor, or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability, or any other protected characteristic under applicable federal, state, or local law.
- Any other conduct that is prohibited by law.

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct, performance issues, or rule violations in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment, where applicable. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

This policy in no way prohibits employee affiliations or activities that are protected under applicable local, state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

EMPLOYEE BENEFITS, TIME OFF, LEAVES OF ABSENCE

Vacation Policy (Payout)

Full-time employees who have successfully completed three months of employment with the Company ("Company Waiting Period") will accrue vacation to use for personal time off. Full-time employees accrue vacation time in accordance with the following policy:

Period of Service: 12 months of continuous employment and beyond

Vacation hours are based on the prior twenty-six (26) pay periods. To calculate your vacation time, you take your total hours for the prior twenty-six (26) pay periods and divide by twenty-six (26) and then divide the quotient by two (2).

Employees may accrue vacation time up to a maximum of 40 hours per year.

The Company reserves the right to schedule employees' vacation time based on business necessity. If two employees request the same vacation dates, the one with longer service gets priority. Vacation scheduling is performed at least 30 days in advance and approval is at the sole discretion, and is the responsibility, of the Company. You are encouraged to submit your vacation request early.

Payment in lieu of vacation will not be made; accordingly, you must take time off to receive payment.

Subway believes that its employees are the key to what makes a great company, and we recognize the need for time off for family and home life. While work makes up a large portion of an employee's life, we believe that a balance between work and play is essential in maintaining quality performance and a fun atmosphere at work.

- Non-management employees who are paid on an hourly basis, vacation time is granted at the employee's anniversary date of hire.
- Vacation time is the average hours worked per week based on the preceding 52 weeks.
- Vacation time must be requested, scheduled, and approved in advance with the manager.
- If employment is voluntarily terminated, payment is made for all unused vacation hours if the minimum two-week notice is given and work performance standards are met during the notice period.
- If employment is terminated involuntarily, payment will not be made for accrued vacation.
- Vacation time may be paid at straight time pay in lieu of time off.

PTO Policy

Employees begin accruing PTO from their date of hire at a rate of one (1) hour for every forty (40) hours worked. PTO does not roll over from year to year.

Unused PTO is not paid out upon voluntary or involuntary termination of employment, and PTO cannot be paid out in lieu of taking time off.

PTO may ***NOT*** be used to exceed forty (40) hours in a workweek and is only applicable for fully missed workdays. Usage is subject to verification based on the schedule submitted by the employee's supervisor.

Federal Family Medical Leave

Qualifying for FMLA Leave

The Company will provide qualified employees with leave in accordance with the law.

To qualify for unpaid leave under the Family Medical Leave Act (FMLA) an employee must meet **all** the following requirements:

- The Company employs fifty employees within seventy-five miles of the employees' place of worksite.
- I worked for the Company for at least 12 months.
- Worked at least a total of 1,250 hours in the 12 months preceding the date of the requested leave; and
- The requested leave is for one or more of the following reasons:
 - The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave).
 - To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave).
 - An employee's inability to work because of a serious health condition (Serious Health Condition Leave).

- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," (Military Caregiver Leave).

For purposes of this policy, the following definitions apply:

- "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.
- "Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- "Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- "Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- "Spouse" means the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This includes common law marriage or same sex marriage in places where these marriages are recognized.
- "Key employee" means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within seventy-five miles of the employee's worksite.

If you are unsure whether your situation or a covered family member's situation qualifies you for leave, please contact your supervisor or Susan Watkins (swatkins@subventures.net (479) 268-4372) for assistance.

Length of Leave

Unless stated otherwise, the maximum allowable time for any FMLA leave under this policy is 12 weeks (or 26 weeks for military caregiver leave) within the 12-month period, measured by the calendar year (January 1 through December 31).

The maximum amount of FMLA leave will be twelve workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

The maximum amount of FMLA leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date. If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions of leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work. Leave due to military premises may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Susan Watkins (swatkins@subventures.net) (479) 268-4372 prior to scheduling medical treatment. If FMLA leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

Notice and Certification

For Bonding, Family Care, Serious Health Condition and Military Caregiver Leave, employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical.
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within fifteen calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form).
- Periodic recertification (upon request); and
- Periodic reports during the leave.

You must provide the Company with medical certification from a healthcare provider each time you apply for FMLA leave to care for your own serious health condition or that of a family member. You must cooperate with the Company and provide medical or other documentation in a timely manner. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. The Company does not require or request any information prohibited by law.

For Military Emergency Leave, employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances.
- A copy of the covered servicemember's active-duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within fifteen calendar days, unless unusual circumstances exist to justify providing the form later.

Certification forms are available from Human Resources.

At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Susan Watkins (swatkins@subventures.net (479) 268-4372) prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if:

- The employee requests an extension of leave.

- The circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or
- The Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave.

Any recertification requested by the Company will be at the employee's expense.

Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

Compensation During Leave

FMLA leave is unpaid. Employees must use any available accrued vacation, PTO, or sick leave ("paid time") while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement. The use of paid time will not extend the length of FMLA leave.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement, to the maximum extent permitted by law.

Unless permissible under state law, employees are prohibited from working for someone else while on the Company's payroll during **our** core business hours or any hours that might interfere with an employee's ability to get work done for the Company.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees have continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA leave.

An employee's length of service as of the leave will remain intact but benefits such as vacation and sick leave may not accrue while on unpaid FMLA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. However, employees have no greater right to reinstatement than if

they had been continuously employed rather than taken leave. For example, if an employee had been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employees due to such fraud.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that his or her FMLA rights have been violated in any way, he or she should immediately report the matter to Susan Watkins (swatkins@subventures.net) (479) 268-4372).

Military Leave

Federal law provides employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact Susan Watkins (swatkins@subventures.net) (479) 268-4372) for information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Definitions

For purposes of this policy, "uniformed services" means:

- The Armed Forces.
- The Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty.
- The commissioned corps of the Public Health Service.
- The commissioned officer corps of the National Oceanic and Atmospheric Administration.
- System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).
- Intermittent personnel who are appointed into Federal Emergency Management Agency (FEMA) service under the Stafford Act or to train for such service; and
- Any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, "service in the uniformed services" means the following duties on a voluntary or involuntary basis:

- Active duty.
- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty.
- State active duty:
 - For a period of 14 days or more.
 - In response to a national emergency declared by the President under the National Emergencies Act; or
 - In response to a major disaster declared by the President under the Stafford.
- Time off for an examination to determine the fitness of the person to perform any such duty.
- Time off for a System member of the National Urban Search and Rescue Response System due to an appointment into Federal service under the Stafford Act.
- Time off due to an appointment into service in FEMA as intermittent personnel under the Stafford Act.
- Funeral honors duty; and
- Time off to attend a military service academy.

Notice of Leave

An employee must notify Susan Watkins (swatkins@subventures.net (479) 268-4372) of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Employees are responsible for updating changes in contact information by sending such information to Susan Watkins (swatkins@subventures.net (479) 268-4372).

Length of Leave

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require the Company to provide leave but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit, please contact Susan Watkins (swatkins@subventures.net (479) 268-4372).

Use of Accrued, Unused Paid Time Off During Leave

Any employee on military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time during military leave but may choose to do so.

Reinstatement

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements (more fully discussed below):

- The employee provides proper notice of their service.
- The cumulative total of the employees' service periods does not exceed five years, except as otherwise permitted by USERRA.
- The employee seeks reinstatement within the times outlined by USERRA; and
- The employee is not discharged from service in the uniformed services in a manner that disqualifies the employee from USERRA's protections (e.g., dishonorable discharge).

Employee Responsibility to Seek Reinstatement

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

For uniformed service that is 30 days or less or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

For uniformed service that is 31-180 days: An employee must seek reinstatement within 14 days of release from uniformed service.

For uniformed service that is 181 days or more: An employee must seek reinstatement within 90 days of release from uniformed service.

In case of injury or illness: If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years. Any such extension cannot exceed two years from the time of the illness or injury in question, except if circumstances outside

the employee's control make it impossible or unreasonable for the employee to report within the two-year period.

Reinstatement Protections

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to reinstatement as follows:

If uniformed service is 90 days or less: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position ("escalator position"). If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

If uniformed service is 91 days or more: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will return to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

Employees with Disabilities

An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodation in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Company will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

The Company may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show that:

- The employee has not exceeded five years of non-exempt service.
- The employee sought reinstatement within the time required by USERRA; and
- The employee was discharged from service in the uniformed services in a manner that does not disqualify the employee from USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the times discussed below, the Company will apply its normal work rules regarding absence from employment without notice or permission.

Discharge Restrictions Following Reinstatement

Employees who are reinstated after uniformed service that lasts between 31 and 180 days will not be discharged except for cause for a period of six months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means:

- With respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be implied, and the conduct would constitute cause for discharge; and
- With respect to other reasons for termination of employment, such as position elimination or a layoff, there are legitimate, nondiscriminatory reasons for the action.

Health and Welfare Benefits During Leave

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage (i.e., the employer's share plus the employee's share, plus two percent for administrative costs).

Employees also may be entitled to coverage under COBRA for up to 18 months of military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancellation of coverage.

Prohibition Against Discrimination and Retaliation

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, or Susan Watkins (swatkins@subventures.net) (479) 268-4372) to report such incidents.

After a report is received, the Company will investigate in accordance with the Equal Employment Opportunity policy set forth in the Company's National Handbook. The Company prohibits retaliation against employees who make such a complaint.

Victims of Crime Leave

The Company acknowledges that, on occasion, employees may have an obligation to participate in judicial proceedings because the employee was victimized by a criminal act. The Company provides employees with leave to attend those proceedings under circumstances described in this policy.

An employee who is a victim of a crime or the representative of a victim of a crime may take time off for the following purposes:

- To participate, at the prosecuting attorney's request, in preparations for a criminal justice proceeding and/or
- To attend a criminal justice proceeding if attendance is necessary to protect the interests of the employee.

Crime victim leave is unpaid. However, exempt employees who work any portion of a workweek in which they also take crime victim leave will receive their full salary for that workweek. Employees may opt to use any available accrued and unused paid leave in place of unpaid leave.

For purposes of this policy, the following words have these meanings:

- Victim of a crime means a victim of a sex offense or an offense against a victim who is a minor and a victim of any violent crime.
- Representative of a victim of a crime means a member of the victim's family or an individual designated by the victim or by a court in which the crime is being or could be prosecuted.
- Member of the victim's family" means the spouse, a child by birth or adoption, a stepchild, a parent, a stepparent, or a sibling.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because they have committed or are alleged to have committed a criminal act.

If you have any questions regarding this policy or if you have questions about crime victim leave that are not addressed in this policy, please contact Susan Watkins (swatkins@subventures.net (479) 268-4372).

Retaliation for an employee taking leave permitted under this policy is prohibited.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

Jury Duty Leave

Performance of jury duty is part of your responsibility as a citizen. The Company will not ask or encourage you to request to be excused from or postpone a call to jury duty.

Time off for jury duty will be unpaid except where required otherwise by applicable state law. However, exempt employees who work any portion of a workweek in which they also take jury duty leave will receive their full salary for that workweek. Employees may opt to use any available accrued and unused paid leave in place of unpaid leave but are not required to do so.

Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required.

You will be expected to work on your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if excused from jury duty in time to return to the workplace prior to the end of the shift.

Employees may retain any mileage allowance, or related fees, paid by the court for jury service.

Retaliation against employees requesting leave under this policy is prohibited.

Witness Leave

The Company acknowledges that, on occasion, employees may have an obligation to participate in legal proceedings as a witness. The Company provides employees with leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a legal proceeding as a witness, you must inform your supervisor and/or Susan Watkins (swatkins@subventures.net (479) 268-4372) as soon as possible to decide for time off for that purpose. The Company reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Witness leave is unpaid; however, employees will be paid if the subpoena covers testimony:

- On behalf of the Company; or
- Concerning a work-related incident involving employees.

In addition, exempt employees who work any portion of a workweek in which they also take witness leave will receive their full salary for that workweek. Employees may opt to use any available accrued vacation time/paid time off in place of unpaid leave but are not required to do so.

You are expected to return to work if you are excused from the legal proceedings during regular working hours or released from the legal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because the employee has committed or is alleged to have committed a criminal act.

If you have any questions regarding this policy or if you have questions about witness leave that are not addressed in this policy, please contact Susan Watkins (swatkins@subventures.net (479) 268-4372).

Retaliation for an employee taking leave permitted under this policy is prohibited.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

Time Off to Vote

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

Any employee who does not have sufficient time outside of working hours to vote may be excused from work for a reasonable period so that they may vote. The time off will be without pay for nonexempt employees.

The Company asks that employees request time off to vote from their supervisor at least one day prior to Election Day so that the time off can be scheduled to minimize disruption to normal work schedules. Proof of having voted may be required.

Other Leaves of Absence

This Handbook only addresses those leaves of absence that the Company has found are the most requested by its employees. There may be additional types of leaves of absence available under state and federal law. If you believe that you may be entitled to a statutory leave of absence that is not set forth in this Handbook, please see contact Human Resources to discuss your potential eligibility.

HEALTH AND SAFETY

Smoke-Free Workplace

The Company provides a smoke-free workplace for all employees and its customers.

This means that the Company prohibits smoking (including vaporizers, e-cigarettes, or any electronic smoking device) in the workplace, including all building stairwells, hallways, offices, lunchrooms, break rooms, restrooms, common areas, on any job site while performing work-related duties, or in any company vehicles. Smoking is also prohibited on the Company's outdoor property, except for designated areas. This policy applies to all employees, vendors, customers, clients, and visitors. Please inquire with your store supervisor on the approved smoking section. Team members are not permitted to be in customer or guest view while donning the Subway uniform while smoking at any time.

If you wish to smoke on a break or meal period, you must do so only in areas outside the workplace where smoking is permitted.

If you witness conduct you believe violates this policy, you should report it verbally or in writing to your supervisor or Susan Watkins (swatkins@subventures.net (479) 268-4372) as soon as possible with as much detail as possible. The Company will investigate all reports of violations and take prompt corrective action. The Company prohibits any form of discipline or retaliation against an employee for reporting a violation of this policy or cooperating in an investigation.

Violations of this policy may lead to corrective action, up to and including unpaid suspension and/or termination of employment.

Drug and Alcohol Policy

While it is not the Company's desire to interfere with the private lives of its employees, the Company has a vital interest in providing a safe, hazard-free, healthy, and efficient work environment for all employees, their co-workers, and customers we serve. For these reasons, the Company has established the following alcohol and drug-free workplace policy as a condition of employment and continued employment with the company.

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs, or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and, while at work, remain completely free of illegal drugs, abused or non-prescribed prescription drugs, and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state, and/or local law. These include marijuana and prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or otherwise working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely and promptly disclose any work restrictions to a supervisor or Susan Watkins (swatkins@subventures.net (479) 268-4372). Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform their job or pose a safety risk. The Company will endeavor to accommodate individuals with disabilities and will comply with all requirements pertaining to providing reasonable accommodation to the extent required by applicable law.

Counseling and Rehabilitation

The Company will attempt to accommodate employees with chemical dependencies (drugs or alcohol) if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual

may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy. Employees who are voluntarily seeking help for substance abuse should contact Susan Watkins (swatkins@subventures.net (479) 268-4372).

The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law.

Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable. If eligible, employees may also use family and medical leave as provided by law. The employee may not return to work until released by a treatment provider and the employee receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Susan Watkins (swatkins@subventures.net (479) 268-4372).

Failure to comply with these work rules may lead to disciplinary action up to and including unpaid suspension and/or termination of employment.

Security Policy

The welfare of our employees and the security of our workplace require that every individual be constantly aware of potential security risks. Employees should immediately notify a supervisor when people are acting in a suspicious manner in or around the Company's premises or when keys, security passes, or identification badges are lost or misplaced.

Employees entrusted with keys to the office or other Company facilities are responsible for the safekeeping of the keys and/or access cards, and the security and protection of Company property.

Furthermore, your acceptance of an offer of employment subjects you to video and audio surveillance within our locations that have posted signs on the entrance of the buildings.

Search and Inspection Policy

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials that violate Company policy. To this end, the Company prohibits the control, possession, transfer, sale, or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers, vehicles, and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers, vehicles, and other storage devices, as well as any articles found within them, can be inspected by any agent or

representative of the Company at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals, and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Company's premises. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same sex or gender.

This policy in no way prohibits employee affiliations, activities, or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Workplace Bullying Policy

The Company is committed to providing a safe and harassment-free workplace for all employees. As part of that commitment, the company has developed the following policy to address intentional intimidation, threats, or other types of abusive behavior ("bullying"). This workplace bullying policy is intended to supplement, not to supersede, other harassment or workplace violence policies already in place at Company.

The Company will not tolerate any intentional bullying as defined in this policy. This policy applies to all employees, including supervisors, managers, and executives. Employees found in violation of this policy will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Bullying includes, but is not limited to, any of the following:

- Repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more people against another or others with the intention to humiliate or demean, at the place of work and/or in the course of employment.
- Persistent singing out of one person or group of people in a negative manner.
- Public reprimands intended to embarrass or humiliate the individual.
- Taking credit for another's ideas or work product.

- Using technology (email, instant messaging, etc.) to intimidate or threaten a person or group of people.
- Unwanted physical contact, abuse, or threats of abuse; or
- Deliberately excluding an individual or isolating them from work-related meetings and/or activities.

An employee who feels like they are being bullied at work, or witnesses bullying at work, should immediately report the circumstances to a supervisor, manager, or to Susan Watkins (swatkins@subventures.net (479) 268-4372).

Workplace Violence Policy

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence – including intimidation, bullying, physical or mental abuse and/or coercion – that involve or affect employees or that occur on the Company's premises, will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively to such acts or threats.

Work-related violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property such that employment conditions are altered, or a hostile, abusive, or intimidating work environment is created for one or several employees.

The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees ("employees"), agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties").

Work-related violence includes, but is not limited to:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the parties involved in the incident.
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company.
- Threats or acts of violence occurring off company premises involving an employee if the threats or acts affect the business interests of the Company.
- All threats or acts of violence occurring off company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of

violence when the act or conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker's property.
- Bullying, intimidating, or harassing another person (for example, making obscene, menacing, or threatening phone calls or using threatening or intimidating body language or gestures).
- Threatening physical contact directed toward another individual.
- Threatening an individual or their family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Company property or an individual's property.
- Stalking.
- Veiled threats of physical harm or similar intimidation; and
- Communicating an endorsement of the inappropriate use of firearms or weapons.

This list is illustrative only and not exhaustive.

Prohibition of Weapons in the Workplace

Except where the Company has given express written permission, such as in the case of security guards, or as expressly permitted under state or local law, the Company prohibits all employees from possessing any weapons of any kind at the workplace while an employee is engaged in activities for the Company, and/or at Company-sponsored events. Possession of a valid license or permit that an employee may have, which would otherwise authorize the employee to carry firearms or weapons is not an exemption under this policy.

For purposes of this policy, the workplace is defined to include the Company's buildings, outdoor areas, and parking lots to the extent permitted under state law.

For purposes of this policy, "weapons" include, but are not limited to:

- Any device from which a projectile may be fired by an explosive.
- Guns/firearms.
- Any simulated firearm operated by gas or compressed air.
- Any spring blade knife.
- Any knife which opens or is ejected open by an outward, downward thrust or movement.
- Sling shot.

- Sand club.
- Metal knuckles.
- Mace.
- Explosives.
- Any instrument that can be used as a club and poses a reasonable risk of injury; and/or
- Any item with the potential to inflict harm that has no common purpose.

Employees who violate this policy are subject to immediate discipline, up to and including unpaid suspension and/or termination of employment.

Complaint Procedure

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, another member of management, or Susan Watkins (swatkins@subventures.net (479) 268-4372).

The Company will directly and thoroughly investigate all reports of policy violations and will take prompt corrective action, including discipline, if appropriate. The Company reserves the right to contact law enforcement, if appropriate.

The Company will not retaliate against any employee for reporting such an incident and will not knowingly permit any retaliation by management or non-management employees.

Conduct That is Not Workplace Violence

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about legitimate sporting activities, popular entertainment, or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment, or targets any individual with acts or threats of violence.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to speak with others, engage in debates, and protest about their terms and conditions of employment. The Company will make the sole determination of whether and to what extent it will act upon threats or acts of violence. In making this determination, the Company may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

Workplace Safety Policy

Protecting the safety of our employees and visitors is the most important aspect of running our business. The Company is committed to maintaining a safe workplace that complies with all federal, state, and local health and safety laws.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices, and by notifying management when any health or safety issues are present. The Company expects employees to work in a safe manner that does not endanger themselves, their co-workers, or others at the workplace. Employees who are unable to complete their job duties safely should not report to work. Employees must comply with all applicable workplace safety and health laws and Company policies and procedures, including, but not limited to, rules governing the use of safety equipment and personal protective equipment. All employees are encouraged to partner with management to ensure maximum safety for all.

Employees must immediately report any unsafe workplace conditions or near-miss incidents that they experience or witness to their manager. Where possible, such reports should be in writing. Examples of conditions that must be reported include, but are not limited to, an employee not wearing proper protective equipment, a close call (i.e., an injury that almost occurred but did not), or equipment that is not functioning properly.

If immediate action is required due to a fire, a medical or weather emergency, an employee's conduct, or any other emergency, employees should call 911 or contact the appropriate law enforcement agency before notifying a manager or other Company official.

Employees who engage in conduct that violates this policy or applicable law, or that otherwise endangers the health and safety of the Company's employees, customers, vendors, or others in the workplace will be subject to discipline, up to and including termination.

The Company will not discipline, terminate, discriminate, or otherwise retaliate against employees for reporting a health or safety concern, a work-related injury or illness, or a violation of a health and safety law, or because the employee cooperated with a related investigation or proceeding.

Injury Reporting Procedure

Employees are required to immediately report any work-related injury or illness, no matter how small, to their direct manager or another Company manager if their direct manager is unavailable. The manager will provide the employee with any required paperwork. The employee is expected to cooperate in the reporting process.

Failure to report a workplace injury to a member of management within three (3) days of incident could result in loss of medical coverage benefits if warranted.

Employee Separation Procedures

The Company requests that employees who choose to terminate their employment provide written notice to their supervisor or Susan Watkins (swatkins@subventures.net) (479) 268-4372), stating their last date of employment and the reason for leaving. The employee agrees to return all Company equipment and/or property before the last day of employment, including but not limited to, keys, access cards, Company phones, etc.

Requirements for Mercy Hospital Store 50441 Employees

- All long hair must be restrained in a secure braid or bun. Short hair must be in a hat.
- Shorts are not allowed.
- Hats are the only headgear allowed.
- Only nonskid shoes are allowed.
- Facial hair must be covered with a beard net.
- TB tests are required at hire and then every six (6) months during employment at this location. This test is free of charge.
- Flu shots are required and are free of charge.
- **Mercy Hospital does not allow smoking anywhere on the hospital grounds.**

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the Company's Employee Handbook. I have read, understand, and agree to follow the policies and procedures contained therein. I understand that, except for the employment at-will policy, the Company can change all policies or practices at any time. I further acknowledge and understand that the Company reserves the right to change my hours, wages, and working conditions at any time.

In consideration of my employment, I agree to abide by the policies and procedures of the Company and agree that, unless subject to a properly executed written agreement to the contrary, my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. My signature below certifies that I understand that no manager or representative of the Company other than the CEO or president has any authority to enter into any agreement for employment with me for any specified period of time, or to make any agreement contrary to the foregoing, and that such changes must be in writing, unless the Company has entered into a properly executed written agreement to the contrary.

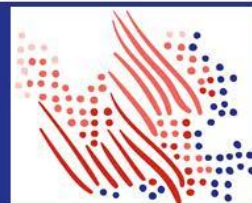
I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

Employee Signature

Print Name

Dated

ADP Employee Registration Quick Reference Card



Welcome! Register an account with ADP to access the services offered by your organization.

The process is very simple and supportive to help you identify yourself in the context of your organization to set up your account. Let's get started!

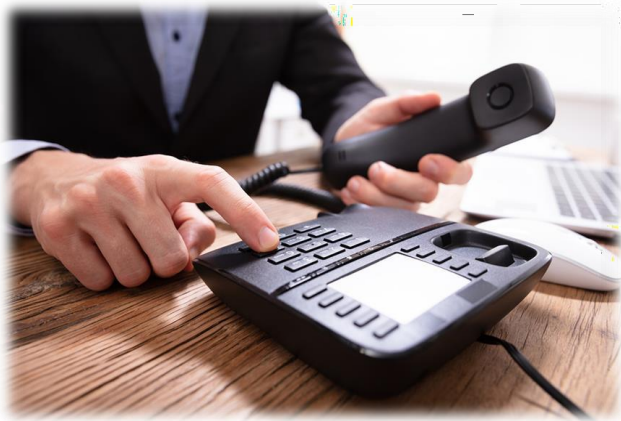
Registering with your email/mobile or identity information	(OR) Registering with a registration code from your organization
<ol style="list-style-type: none"> On your ADP service website, click the link to Create Account. Select Find Me. Enter an email address or mobile number that you shared with your organization. <ol style="list-style-type: none"> To verify your record within your organization, enter your identity information either government-issued legal ID (SSN, EIN OR ITIN - US ONLY) or your Employee ID/Associate ID, Date of birth. Options available to you may vary slightly. <p>(OR)</p> <p>Enter your personal identity information that you shared with your organization.</p> <ol style="list-style-type: none"> Enter your First name, Last name, and Date of birth, and then either your legal ID or your Employee ID/Associate ID. <ol style="list-style-type: none"> Enter the verification code sent to your email address or mobile number available on record. You can also enter new phone number for identity verification. Add your primary contact information—a frequently used email address and mobile number to receive account notifications and used to verify and confirm your identity, when needed. 	<ol style="list-style-type: none"> Set up your user ID and strong password to complete the registration process for your ADP service account. On your ADP service website, click the link to Create Account. Select I Have a Registration Code. Enter the Personal Registration code or Organizational Registration code shared by your administrator. Enter your identity information, such as First name, Last name, Date of birth, government-issued legal ID (SSN, EIN OR ITIN - US ONLY), or your Employee ID/Associate ID. Options available to you may vary slightly. Based on your information requested during this process <ol style="list-style-type: none"> Enter the verification code sent to your email address or mobile number available on record. You can also enter new phone number for identity verification. You may be required to answer questions from public records. Add your primary contact information—a frequently used email address and mobile number to receive account notifications and used to verify and confirm your identity, when needed.

Congratulations! Use your user ID and password to log in to your account and access your information on ADP service URL and ADP Mobile app, if applicable.

To stay connected with your information, download the ADP Mobile App and access your information on the go!



If you forget your login information, use the **Forgot User ID/Forgot Password** link on your ADP service web site to complete a quick verification and recover your information.



Employee Complaint Hotline

**Worried about reporting harassment or discrimination?
Call the Employee Complaint Hotline**

**Anonymous Confidential 24/7 Reporting
Retaliation for reporting complaints is illegal**

Discuss workplace concerns regarding:

- Harassment
- Discrimination
- Illegal activity
- Safety issues
- Workplace violence
- Theft, Fraud

To make a report:

Call: 877-557-7419

Use Reference Code: 5225

Services provided by an independent employee complaint hotline provided for you. Services not provided by your employer.



HR Risk Management Services provided by ePlace Solutions Inc. Services, content, and updates do not constitute legal advice.