

Introduction

Welcome! We are glad you have joined the TIPS East LLC (“the Company”) team. You were hired because we believe (and expect) that you will contribute to the reputation and growth of the Company.

This Employee Handbook was developed to provide all employees with important information relating to the Company and to describe some of the expectations we have of our employees.

We believe that each employee contributes directly to the Company’s growth and success, and we hope you will take pride in being a member of our team.

Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with the Company. We hope that your experience here will be enjoyable and rewarding. Again, welcome!
Sincerely,

David Hess
Owner/President

Updated: 06.15.2020

Nature of Employment

Each employee has entered into an employment relationship with the Company voluntarily and may terminate the employment relationship, with or without cause, and with or without notice at any time.

The Company's philosophy is to create a healthy, respectful and efficient working environment for all employees and to provide the best possible service for our customers.

THE COMPANY HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE AT ANY TIME. NOTHING IN THE EMPLOYEE HANDBOOK SHALL CREATE OR IS INTENDED TO CREATE, NOR SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED.

The information, policies and benefits described herein, except the Company's policy of employment at will, are subject to change, suspension or cancellation, in whole or in part, at any time, at the Company's sole discretion. All such changes will be communicated through, and only be effective upon, the issuance of official notices in writing. Revised information may supersede, modify, or eliminate existing policies. Only the Owner/President of the Company has the ability to adopt any revisions to the provisions in this handbook or any policies of the Company.

These provisions supersede all existing policies and practices and may not be amended or added to without express written approval of the Owner/President of the Company.

Open Door Policy

The Company maintains an open door policy and employees are encouraged to voice any concerns and raise any issues that they may have related to their employment with their supervisors or any other member of management.

Our experience has shown that when employees deal openly and directly with supervisors and managers, the work environment is excellent, communication is clear, and attitudes are positive. The Company will do its best to respond to all employee concerns in a prompt and sensitive manner.

Equal Employment Opportunity Policy

The Company is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. The Company strictly prohibits and does not tolerate discrimination against employees, applicants or any other covered persons because of race, color, religion, creed, national origin or ancestry, sex, gender (including gender nonconformity and status as a transgender or transsexual individual), age (40 and over), physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

All Company employees, other workers and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits and termination of employment.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the immediate attention of his or her supervisor and/or any other member of management, including the Director of Operations and/or the Owner/President. Employees should raise concerns and make reports without fear of reprisal. No one will be subjected to, and the Company prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of unlawful discrimination of any kind, pursuing any discrimination claim or cooperating in related investigations.

The Company is committed to enforcing this policy against all forms of unlawful discrimination. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to their supervisor and/or any other member of management. If employees do not report discriminatory conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Any employee, regardless of position or title, who is found to be engaging in any type of unlawful discrimination or retaliation in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Family and Medical Leave Policy

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

Eligibility

To qualify for FMLA leave, you must: (1) have worked at the Company for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact your store manager or the Director of Operations.

Leave Policy

If eligible, you may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While you are on FMLA leave, the Company will maintain your group health insurance coverage at the same level and under the same circumstances as when you were actively working, as explained more fully under the sections titled *Medical and Other Benefits*. Upon returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, for any of the following reasons:

- The birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);
- The placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- To care for a spouse, son, daughter or parent with a serious health condition;
- To care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, son, daughter or parent who is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

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

Both Spouses Employed by the Company

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

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
 - o For the birth of a son or daughter and in order to care for such son or daughter;
 - o For the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter, or
 - o To care for an employee's parent with a serious health condition.

- Combined total of 26 weeks in a single 12-month period if the leave is either for:
 - o Military caregiver leave; or
 - o A combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Notice of Leave

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

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

Where the need for leave is not foreseeable, you are expected to notify the Company within one to two business days of learning of your need for leave, except in extraordinary circumstances.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

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

The Company also reserves the right to require certification from a covered military member's healthcare provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact the Company regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave is Unpaid

FMLA leave is unpaid. You will be required to substitute any accrued and unused vacation/paid time off/sick days/personal days for unpaid FMLA leave as described below:

- If you request leave because of a birth, adoption or foster care placement of a child, any accrued and unused paid leave will first be substituted for unpaid family/medical leave and run concurrently with your FMLA leave.
- If you request leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued leave time will be substituted for any unpaid family/medical leave and run concurrently with your FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law.

Medical and Other Benefits

During approved FMLA leave, the Company will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium to the Company. Your healthcare coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your premium payment within 15 days after the date of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of the Company. This fact-specific determination will be made by the Company on a case-by-case basis. The Company will notify you, if you qualify as a key employee, if the Company intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your leave schedule and which has equivalent pay and benefits.

Returning from Leave

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of

medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

State or Local Family and Medical Leave Laws and Other Company Policies

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by such laws, will apply.

Disability Accommodations Policy Commitment to Equal Employment Opportunities

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

Requesting a Reasonable Accommodation

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the Company. You may make the request orally or in writing. The Company encourages employees to make their request in writing and to include relevant information such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Medical Information

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

The Company will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

Determinations

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

The Company strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made.

No Retaliation

Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

The Company is committed to enforcing this policy and prohibiting retaliation against employees and applicants who request an accommodation in good faith. However, the effectiveness of our efforts depends largely on individuals telling us about inappropriate workplace conduct. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to their supervisor or any member of the management team. If employees do not report retaliatory conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Administration of this Policy

If you have any questions regarding this policy or questions about disability accommodations that are not addressed in this policy, please contact the Company's Director of Operations and/or the Owner/President.

Anti-Harassment Policy

The Company strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, religion, creed, national origin, ancestry, sex, gender (including gender nonconformity and status as a transgender or transsexual individual), age (40 and over), physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state or local law.

The Company will not tolerate any form of unlawful harassment, including:

- Verbal harassment (for example, racial epithets, derogatory statements based on unlawful criteria such as race, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors).
- Physical harassment (for example, assault or unwelcome physical contact).
- Visual harassment (for example, displaying sexually suggestive posters, cartoons or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures).

This list is illustrative only, and not exhaustive. No form of unlawful harassment will be tolerated. Unlawful harassment is prohibited both at the workplace and at employer-sponsored events.

No employee will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations. The Company is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to their supervisor and/or any other member of management. If employees do not report harassing conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Any employee, regardless of position or title, who is determined by the Company to have subjected an individual to unlawful harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

Workplace Violence Prevention

The Company prohibits and will not tolerate the use of weapons or other workplace violence by an employee, supervisor, manager or third party.

Prohibited Conduct

For the purpose of this policy, workplace violence includes:

- Making remarks that threaten bodily injury (written or verbal).
- Aggressive or hostile acts such as throwing objects at another person, fighting or intentionally damaging a co-worker's property.
- Bullying, intimidating or harassing another person (for example, threatening violence, making obscene phone calls or using threatening body language or gestures such as preparing to hit someone or shaking your fist at them).
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking or threats of violent behavior.

Assault

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

If you witness or are subjected to any conduct you believe violates this policy, you should contact your supervisor and/or any other member of management immediately, as well as law enforcement when appropriate. If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement before contacting your supervisor and/or other member of management.

Your complaint should be as detailed as possible, including the names of all individuals involved and any actual or threatened witnesses. The Company will directly and thoroughly investigate all complaints of workplace violence and will take prompt corrective action up to and including termination, if appropriate. The Company reserves the right to contact law enforcement, if appropriate.

The Company prohibits any form of discipline, reprisal, intimidation or retaliation for reporting incidents of workplace violence of any kind, pursuing a workplace violence complaint or cooperating in related investigations.

The Company is committed to enforcing this policy against all forms of workplace violence. However, the effectiveness of our efforts depends largely on employees telling us about all incidents of workplace violence including threats. Employees who witness any workplace violence should report it immediately. In addition, if an employee feels that

they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report workplace violence incidents, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Complaint Procedure

If you are subjected to or witness any conduct that you believe violates the policies set forth herein, you should promptly speak to, write or otherwise contact your direct supervisor and/or any other member of management.

Additionally, any supervisor or manager who observes or learns of discriminatory, harassing, violent or otherwise unlawful conduct must report the conduct to the Director of Operations and/or the Owner/President to ensure an investigation is conducted and corrective action taken, if appropriate.

Employee Conduct

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are only some examples, in addition to others listed elsewhere in this Handbook, of prohibited behavior that may result in disciplinary action at the sole discretion of the Company, up to and including termination of employment.

- Theft or inappropriate removal or possession of property.
- Falsification of timekeeping records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Violent behavior in the workplace.
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism or any absence without notice.
- Unauthorized absences from company obligations during the workday that includes but not limited to obligations associated with outside employment or moonlighting.

Smoking

In keeping with the Company's intent to provide a safe and healthful work environment, smoking in the store is prohibited. No smoking in customer view and not while in uniform. If you choose to smoke, logos must not be visible to the public.

Drug and Alcohol Use

The Company has established an alcohol and drug free workplace. The possession, use, manufacture, distribution or dispensing of alcohol or illegal drugs (whether illegal under State or Federal law) in the workplace is prohibited. Marijuana is an illegal drug under Federal law and as such is an illegal drug for purposes of this policy despite its legality under Colorado law for either medicinal or recreational purposes. The Company may require the collection and testing of samples for any job-related purpose, including:

- The testing of all new employees upon hire and as a condition of employment;
- Investigation of accidents in the workplace;
- Maintenance of safety for employees and the public at large which will involve random testing of employees who are in safety sensitive positions;
- Reasonable suspicion that an employee may be affected by the use of alcohol and/or drugs and that the use may adversely affect the job performance or the work environment. This includes the investigation of accidents.
- Any employee, who unlawfully possesses, uses, manufactures, distributes or dispenses alcohol or drugs, which are not prescribed by a physician, shall be subject to disciplinary action, at the sole discretion of the Company, up to and including dismissal.

Uniform Policy

Employees must follow the Domino's Pizza uniform standards. A copy of these standards will be issued to employees upon hire and must be signed by each employee to acknowledge receipt.

Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to customers and visitors. During business hours, employees are expected to present a clean and neat appearance.

Employees who appear for work inappropriately groomed will be sent home and directed to return to work in compliance with this policy. Under such circumstances, employees

will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate grooming attire.

Immigration Law Compliance

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Contract Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form, if they have not completed an I-9 with the Company within the past three years, or their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company, as they are modified from time to time, the employee may be asked to terminate the outside employment, if he or she wishes to remain with the Company, or may be subject to other disciplinary action at the sole discretion of the Company, up to and including termination of employment.

Outside employment will present a conflict of interest if it has the potential to have an adverse impact on the Company. For any outside employment that presents a conflict of interest, the employee will be asked to terminate the outside employment if he or she wishes to remain with the Company, or may be subject to other disciplinary action at the sole discretion of the Company, up to an including termination of employment.

Employment Applications

The Company relies up on the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of

this information or date on said employment application may result in the exclusion of the individual from further consideration or employment or termination of employment at the Company's sole discretion. Please keep your record up to date and report any name, address or telephone number changes.

Attendance and Punctuality

To maintain a safe and productive work environment, the Company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and the Company. In the rare instances when an employee cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action at the sole discretion of the Company, up to and including termination of employment.

Weather Policy

It is our policy to remain open during normal business hours unless the weather necessitates a closing. You are expected to report for your regular shift, on time, unless your store manager notifies you otherwise. Your store manager will communicate any early closing or change in delivery schedule to team members. If the store will be closed for the entire day, the store manager will make that determination prior to the store opening and contact team members scheduled to work. If road conditions are unsafe or conditions prevent you from leaving your home and you have not been notified of a store closing, please contact your supervisor or store manager immediately.

Timekeeping

Accurately recording time worked is the responsibility of every employee who is paid on an hourly basis. Federal and state laws require the Company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Hourly employees should accurately record the time they begin and end their work day, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any departure from work for personal reasons. It is the employee's responsibility to make a record of their hours each day by clocking in and out through the use of the store's timekeeping system. A failure to clock in and out may result in a delay in receipt of the employee's paycheck for any period in which there has been a failure.

Overtime work must always be approved before it is performed. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action at the sole discretion of the Company, up to and including termination of employment.

Payroll/Accounting Discrepancies

In the event of a payroll error or discrepancy the employee must notify the General Manager and/or Supervisor in writing immediately.

The Company will go back from the current pay period, plus the previous pay period for a period of up to four (4) weeks to correct the issue.

It is the responsibility of the Employee to notify the General Manager and/or Supervisor in writing as soon as a discrepancy is noticed.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the Company. Although advance notice is not required, the Company requests at least 2 weeks written resignation notice from all employees.

Employment Termination/Discretionary Severance

Since employment with the Company is based on mutual consent, either or both the employee and the Company have the right to terminate employment at will, with or without cause, and with or without notice at any time.

Upon an employee's resignation or dismissal, the Company shall only be obligated to pay those amounts that have already been earned for work performed but for which payment has not yet been made. Any decision by the Company to pay any employee any further amounts as severance pay shall be at the Company's sole discretion evaluated on a case-by-case basis.

Should an employee's employment terminate and then at a later date that employee seek and obtain employment with the Company, that employee will be considered a new employee for all purposes and will have lost any benefits of seniority or otherwise associated with his/her prior employment with the Company.

Workers' Compensation Insurance

The Company provides a workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of

employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period, or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

In order to be eligible for Workers' Compensation benefits, except in the event of a life-threatening emergency, you are required to go to a designated medical care provider or a provider referred by such designated provider.

Communication with Customers

To ensure effective customer communications, employees should always be polite and speak in a courteous and professional manner. Please hang up telephone calls with customers only after the caller has been served with respect and courtesy. Inappropriate or disrespectful interactions with customers are grounds for disciplinary action, up to and including termination.

Customer Call Back Policy

All drivers must use safety precautions when delivery to the Company's customers. Safety is the Company's first priority. Drivers are required to call back customers under the following conditions:

1. The customer's information is not in the computer system.
2. The customer is staying at a hotel, motel, or any other non-resident location.
3. Any suspicious conditions arise from the call.
4. Any large order (over \$100).
5. All dark homes.
6. All apartment complex orders.

Safety and Use of Equipment

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe or suspicious phone calls and/or conditions to their supervisor or other member of management. In an emergency, employees should alert law enforcement of the situation immediately.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to

disciplinary action at the sole discretion of the Company, up to and including termination of employment.

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

Please notify the supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt report of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury of employees or others.

The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment will result in disciplinary action at the sole discretion of the Company, up to an including termination.

All new team members will be issued a shirt and hat at the commencement of their employment and must pay a deposit of \$16.25 for these items, which will be refunded upon return of the items at the cessation of the employee's employment with the Company.

If an employee is responsible for damage to equipment or property belonging to the Company, the price of repair/replacement may be deducted from the employee's paycheck as soon as the total damage costs are assessed. A copy of the invoice for repair/replacement will be provided to the employee.

If any item issued by the Company to the employee is lost by the employee, it shall be the employee's responsibility to replace it. All items issued to the employee by the Company remain the property of the Company and must be returned at the time of termination.

In the event a key issued to an employee by the Company is lost or stolen, or is not returned to the Company by the close of business on the last day of employment, a \$100.00 fee will be charged to the employee for the cost of changing the applicable lock(s).

Driving Policy

In order to perform delivery, pick up, or other driving services for the Company, an employee must be at least 18 years old and provide to the applicable manager proof of having a valid Driver's license, a motor vehicle report demonstrating he or she has a good driving record, and documentation of a vehicle inspection. The employee must also produce a current copy of his or her automobile insurance card (a new copy of which

must be provided upon expiration of the previously submitted card) and a copy of the employee's automobile registration for the automobile being used for delivery. This policy is applicable to managers as well. Every six months thereafter, the employee must provide an update motor vehicle report and documentation of a vehicle inspection.

Any employee or manager who does not meet these requirements must sign the Company's "Non-Driving Agreement", acknowledging his or understanding that he or she cannot drive a motor vehicle of any type for the Company. If an employee who does not meet the driving requirements and is asked to drive a motor vehicle of any type for the Company, he or she must immediately contact his or her supervisor or other member of management and advise him or her of the same. Alternatively, the employee may contact the Director of Operations or the Company President. No adverse employment decisions will be made against any non-driving employee for reporting that he or she was asked to drive and/or refused to drive a motor vehicle for the Company.

The employee is responsible for the payment of any traffic or parking tickets that are the result of the actions of the employee. Excessive or avoidable traffic and parking violations, on or off the job, will result in disciplinary action at the sole discretion of the Company, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify his or her supervisor or other member of management. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits, as applicable.

Bank Deposit Policy

An employee tasked with making a deposit is responsible for each assigned deposit. Deposits are to be made immediately upon completion of the shift. The employee making the deposit must be followed to the bank by another team member. If surroundings appear out of the ordinary, the employee should not make the deposit and instead go to another bank. Lost deposits are the responsibility of the employee making the deposit and must be reimbursed through a payroll deduction and/or loss of bonus. Failure to reimburse the store for a lost deposit may result in discipline up to and including termination at management's sole discretion. Police reports must be made immediately in the event a deposit is stolen.

Cited Accident Policy

Any store employee who is involved in an on-the-clock motor vehicle (including scooter) or bicycle collision may be put on immediate suspension from driving duties while an investigation is conducted.

The employee's employment may be terminated if the investigation reveals that the team member violated a Company policy, practice, or procedure or if the team member was found guilty of a traffic citation arising from the collision, including but not limited to: speeding, following too close, careless driving, failure to yield, improper turn, improper backing, driving too fast for conditions, improper lane change, etc.

Firearm and Weapon Policy

In order to protect the integrity, public perception and reputation of the Domino's Pizza brand, trademarks and goodwill, the following minimum standards on firearms and weapons is expected to be followed by and enforced under the supervision of franchisees to the extent permitted by local and state law.

- A. Store personnel **WILL NOT** carry on their person, in their vehicle, or have on the store premises, a firearm or other weapon either when on the premises, while on duty, or after duty if wearing Domino's Pizza logo apparel, regardless if a concealed weapons permit is obtained.

- B. Firearms and weapons include but are not limited to:
 - 1. Handguns, rifles, shotguns;
 - 2. Knives other than those approved for food product, which will only be used while on the store premises; and
 - 3. Mace/pepper spray/stun guns and items intended to be used against others for self-protection.

Discipline

Any and all disciplinary decisions, up to and including termination of employment, are the sole discretion of the Company. As previously stated, employment with the Company is "at will".

TIPS East LLC Employee Handbook Acknowledgement Form

I understand the TIPS East LLC Employee Handbook is available, upon request, by emailing sundy.tipseast@outlook.com. It is my responsibility to read, understand and comply with the information and policies and revisions contained in the handbook.

The Employee Handbook describes important information about the Company, and I understand that I should consult a manager or the company owner, David Hess, regarding any questions or issues not covered by the handbook.

I have entered into my employment relationship with the Company voluntarily. I acknowledge that my employment with the Company is “at-will”. I understand that “at-will” means I can terminate my employment relationship, with or without notice or cause, at any time. And the Company can terminate the employment relationship, with or without cause, at any time, so long as there is no violation of applicable Federal or State law. Neither the Company nor I have entered into any contract of employment for a definite period of time, express or implied. Our relationship is and always will be one of voluntary employment at-will. Due to conflict of interest, an employee may not be employed with a Domino’s franchise and Domino’s corporate store at the same time.

Furthermore, I acknowledge that is handbook is neither a contract of employment, nor a legal document, but rather is only a guide. I understand that the Company may change, alter or amend any of the provisions of the handbook without prior notice, and that no oral representations by anyone on behalf of the Company are contracts with the Company.

I understand that once the application process is complete I may obtain an emailed copy of TIPS East LLC Employee Handbook.

A printed store copy of the TIPS East LLC Handbook is available for review at every location.

By signing I agree that I have been made aware of the physical requirements necessary to perform the job I am being hired to do. I will inform my interviewer of any accommodations I would require in order to perform the essential functions of this position.

By signing this I agree to abide by all of TIPS East LLC standards and policies.

Employee’s Name (Printed): _____

Employee’s Signature: _____ Date: _____