

# WELCOME!

Congratulations and welcome!



You have been hand-selected to join this team by your leader and we are honored to have you among us. Betenbough Companies seeks to deliver world-class products and service with excellence to the marketplace for a profit, but it isn't why we exist. We exist for a purpose well beyond profit, which means you rise to the top of our list of priorities. You are precious to us, and we hope that you (and your family) engage with us so that you may grow spiritually, personally, and professionally. We desire for you to reach your God-given potential and are honored to be a part of that discovery and journey as we work alongside one another. Together, we hope with great anticipation to have a profound impact on one another, our customers, our partners, our communities, and ultimately our world.

Best and Blessings,



JEANNA ROACH, CEO BETENBOUGH COMPANIES

## OUR WHY

Betenbough Companies, PBC was established in 2018, serving as the parent company for all subsidiaries with a purpose - our why - to reveal God and His Kingdom through our work in the marketplace.

Our how is the common thread that unifies all entities and teams. While we require all who choose to work here to join us in what we are doing and how we do it, you will quickly see that our leadership is passionately unified around our why.

## OUR CORE VALUES

Core values are the fundamental, non-negotiable house rules for which every team member across the organization is accountable. We are expected to fully engage in and intentionally strive toward these values. Our daily interactions with leadership, fellow team members, customers, and members of the public should reflect **unity, growth, excellence, and generous stewardship**.



### UNITY

- Submit to and honor one another in humility
- Talk to one another, not talk about one another
- Not uniformity; appreciate differences
- Be willing to disagree, and commit to the decision made
- Seek to understand someone else's perspective, not prove yours is right



### EXCELLENCE

- Not perfection, but bring your best
- Make it better, even if it's already pretty good
- Refuse mediocrity
- Don't fear failure, always tinker



### GROWTH

- Embrace feedback
- Adapt to change
- Be willing to try something new
- Committed to a lifestyle of learning, not just being promoted



### GENEROUS STEWARDSHIP

- Take responsibility
- Manage resources in a way that brings a return
- Pursue gratefulness, not entitlement
- Be open-handed & willing to share time, knowledge, and natural abilities
- Adopt an abundance mindset versus a scarcity mindset

## EMPLOYMENT

### EMPLOYEE ACKNOWLEDGEMENT

The employee policy guide describes important information about Betenbough Companies. I understand that I should consult Employee Support regarding any questions not answered in the policy guide.

I became an employee of Betenbough Companies voluntarily. I understand and acknowledge that there is no specified length to my employment at Betenbough Companies and that my employment is "at will". I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that Betenbough Companies may terminate my employment at any time, with or without cause or advance notice, as long as they do not violate federal or state laws.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the Betenbough Companies employment policies. I understand that Betenbough Companies may add new policies to the guide as well as replace, change, or cancel existing policies. I also understand that the policy guide changes can only be authorized by the Board of Directors.

I understand and acknowledge that this guide is not a contract of employment or a legal document. I have received the guide and I understand that it is my responsibility to read and follow the policies contained in this guide and any changes made to it.

## EQUAL EMPLOYMENT OPPORTUNITY

We make employment decisions based on each team member's performance, qualifications, and abilities. We do not discriminate in employment opportunities or practices on the basis of race, color, sex, national origin, age, or disability.

This covers all employment practices, including selection, job assignment, promotion, working conditions, compensation, discipline, termination, access to benefits, and training.

We will promptly, thoroughly, and fairly investigate every issue that is brought to our attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.



### WE DO NOT DISCRIMINATE IN EMPLOYMENT OPPORTUNITIES OR PRACTICES ON THE BASIS OF:

**RACE, COLOR, SEX, NATIONAL ORIGIN, AGE, OR DISABILITY**

## EMPLOYEE DATA CHANGES

It's important that Employee Support has the most up-to-date personal information in our records for the purpose of contact, benefits, and communication. It's the team member's responsibility to directly update Employee Support with changes such as: mailing addresses, phone numbers, benefit plan changes, etc.

## SOCIAL MEDIA POLICY

It is important to keep in mind that you, as a team member, represent our Company, culture, and core values. As a representative, this accountability extends to your social media activities including posts, photos, videos, and comments. You are expected to use good judgment when posting on social media. Some helpful guidelines for social media use are included below.

- Refrain from using or sharing content that includes profanity, crude language, hate language, disparaging language, or any other media inappropriate for the workplace. This not only may reflect poorly on the Company but could affect other employees and the work environment.
- Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of brands, systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- We encourage team members to share posts from our official Company branded pages; however, as a team member, you should refrain from writing posts or making comments on any social media platforms on the Company's behalf.
- Do not establish a social media page, handle, or account using the Company or brand names (unless approved by the Marketing Team).
- If you see any posts or comments on social media platforms that you think reflect poorly on the Company, contact the Marketing Team and they will review the content to determine what action to take. You should avoid engaging on social media with individuals making negative comments about the company.

## CONFLICT OF INTEREST

A conflict of interest occurs when you are in a position to influence a decision or have business dealings on behalf of the Company that might result in a personal gain for you and/or a relative.

If you have any influence where there is a potential conflict of interest, you must inform your leader immediately. When we are well informed, safeguards can be set up to protect everyone involved.

The possibility for personal gain is not limited to situations where you or your relative have a significant ownership in a firm with which we do business. Personal gains can also result from situations where you or your relative receive a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving us.

## EMPLOYEE CONFIDENTIALITY & NONDISCLOSURE

During your employment with the Company, you will have access to certain information that is considered confidential, proprietary, or trade secret. You cannot disclose to others or use for your own benefit or the benefit of others, any proprietary information and trade secrets to which you have access, including those listed above, without permission from the Company. All team members are required to sign an agreement upon the commencement of your employment. The document team members are provided states the following:

*During your employment with Betenbough Companies, PBC, and Subsidiaries, hereinafter collectively referred to as "Company", you will have access to certain information that is considered confidential, proprietary, or trade secret ("Confidential Information"). Confidential Information includes, but is not limited to, the following examples:*

*Company business, research, new product plans and objectives and/or strategies, sales information, profits, pricing methods and any other unpublished financial or pricing information, yields, designs, efficiencies, capacities and process flows of the production facilities, methods and systems, proprietary information received or developed under contracts with others, unpublished information relating to the companies' patent applications and patent disclosures, information relating to the personnel and organization, particularly for recruiting purposes, customer and vendor lists and detailed information regarding customer requirements, customer preferences, modes of operation, key customer contacts, customer business habits, and customer business plans that are not generally known to the public.*

*Employees are not to take any material, papers, computer programs, computer software, tapes or other things like this without the specific written permission of their Manager. By signing, you acknowledge that you have been advised of your obligation to the Company concerning the Confidential Information to which you have access to during your employment. You agree that you will not disclose to others or use for your own benefit or the benefit of others, any Confidential Information to which you have access including those listed above, without written permission of Betenbough Companies.*

*While employed, you are not entitled to utilize, and you agree you will not utilize, any proprietary information for any purpose other than for the sole benefit of Betenbough Companies. After your employment ends, you agree that you will immediately return all Confidential Information to the Company and will not retain or utilize any confidential information for any purpose.*

*If you improperly retain, use or disclose Company Confidential Information while employed, you understand that will be subject to disciplinary action, up to and including termination of employment and legal action. Improper retention use or disclosure of Confidential Information following termination may also subject you to potential legal action whether or not you get any benefit from retaining or releasing the information.*

## MUTUAL AGREEMENT TO ARBITRATE ALL DISPUTES

In recognition that disputes may arise between employer, including its subsidiaries and affiliates (collectively the “Company”) and employee during or after employee’s employment with the Company and that resolution of any disputes in court is rarely timely or cost effective for either party, the Company and employee have entered into this agreement to arbitrate any and all disputes that arise between the Company and employee.

Employee agrees to submit to mandatory, binding arbitration any and all disputes that exist or arise between employee and Betenbough Companies, PBC (including its subsidiaries, affiliates, employees, owners, members, shareholders, partners, agents, and its benefit plans) including, but not limited to disputes over the enforceability, scope and interpretation of this agreement. Betenbough Companies, PBC, on behalf of itself and its subsidiaries and affiliates agree to submit to mandatory, binding arbitration any and all disputes that exist or arise with employee to mandatory binding arbitration including, but not limited to disputes over the enforceability, scope and interpretation of this agreement. The agreement to arbitrate any and all disputes includes disputes that arose before the agreement was signed, during employment and after employment ends.

***Company and employee agree and understand that they are waiving valuable rights such as the right to have a jury trial in court and to adjudicate claims on a class, collective or representative basis.***

Arbitration under this agreement shall be conducted under the American Arbitration Association’s Rules for the Resolution of Employment Disputes (the “rules”) and arbitrated pursuant to the Federal Arbitration Act except that the arbitrator shall not have the right to conduct any arbitration on a class, collective or representative basis. All arbitrations shall be conducted as individual claims, and each resolved in a single arbitration between the employee and the Company. The Company and employee intend that all disputes shall be resolved by an arbitrator selected by the Company and the employee to arbitrate their individual disputes, and no other, even identical disputes with a third-party or other current or former employee of Company. Arbitration required under this agreement shall take place in Lubbock, Texas or at any other location, where the parties agree. A copy of the rules can be obtained at [www.adr.org](http://www.adr.org).

If any provision of this agreement is determined to be invalid, that invalidity shall not affect any other provision of this agreement which has not been determined to be invalid, and all of the provisions not determined to be invalid shall remain in full force and effect to the full extent consistent with law.

## TIME OFF & LEAVE

### MILITARY LEAVE

We will grant a military leave if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your leader advance notice of upcoming military service, unless military necessity prevents advance notice, or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may use any available accrued paid time off, to help pay for the leave. Under the Fair Labor Standards Act (FLSA), exempt team members may not have their salary reduced for partial-week absences due to temporary military leave.

As such, exempt team members who work any portion of the work week and are absent the remainder of the week for military-related duties will be paid the entire week at regular base pay.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which you are otherwise eligible.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

## VOTING TIME OFF

In accordance with Texas law, any team member will be provided two consecutive hours of PTO on election days to vote (assuming you have not already voted, and you do not have two consecutive hours outside your normal working hours). Team members must coordinate this time away from work in advance with their leader.

## FAMILY MEDICAL LEAVE ACT (FMLA)

We follow federal guidelines as they apply to FMLA. If you have any further questions, please contact Employee Support for full FMLA guidelines.

**GENERAL PROVISIONS** We will grant up to 12 weeks of leave during a 12-month period to eligible team members (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness). The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave.

**ELIGIBILITY** To qualify to take FMLA under this policy, the team member must meet all of the following conditions:

The team member must have worked for the Company for 12 months or 52 weeks. The 12 months or 52 weeks does not have to be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the team member after the service break. For eligibility purposes, a team member will be considered to have been employed for an entire week even if the team member was on the payroll for only part of a week or if the team member is on leave during the week.

The team member must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for a team member under FMLA.

**QUALIFIED TYPES OF LEAVE** To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- To care for a spouse, child, or parent with a serious health condition.
- The serious health condition of the team member.
- Qualifying exigency leave for family members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
- To care for a covered service member with a serious injury or illness if the team member is the spouse, son, daughter, parent, or next of kin of the covered service member.

Team members with questions about their FMLA rights and responsibilities are encouraged to consult with Employee Support to review full details not included in this document.

## DISABILITY ACCOMMODATION

We are committed to complying fully with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAA). We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We conduct all our employment practices and activities on a non-discriminatory basis.

It is our policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

We will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to us.

## SAFETY

## SEXUAL AND OTHER UNLAWFUL HARASSMENT

We strive to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the Company should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. We will not tolerate unlawful discrimination or harassment of any kind. Harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce a team member, co-worker, or any person working for or on behalf of the Company.

We prohibit harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. Violation of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing to [confidential@betenbough.com](mailto:confidential@betenbough.com). A member of Employee Support may assist the complainant in completing a written statement or, in the event a team member refuses to provide information in writing, Employee Support will dictate the verbal complaint.

**CONFIDENTIALITY** All complaints are subject to investigation and are treated with confidentiality to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and Employee Support and the Board of Directors will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secured files with Employee Support.

**RETALIATION** No hardship, loss, benefit, or penalty may be imposed on an team member in response to filing or responding to a bona fide complaint of discrimination or harassment, appearing as a witness in the investigation of a complaint, or serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the team member or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline, up to and including termination.

# WORKPLACE SAFETY

We desire to be a safe and healthy place for team members, customers, and visitors. A successful safety program depends on everyone being alert and committed to safety.

You are expected to obey all safety standards and be careful at work. You must immediately report any unsafe condition to the appropriate Leader. If you violate our safety standards, you may be subject to disciplinary action, up to and including termination. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

It is very important that you tell the appropriate leader immediately about any accident that causes an injury, no matter how minor it might seem at the time. When administering first aid, use caution to avoid contact with bodily fluids.

You have certain rights regarding the use of hazardous materials in the workplace. We will provide you with information regarding the following:

- What chemicals are used in the workplace (MSD Sheets)
- Where the chemicals are located
- Physical and health hazards associated with the chemicals
- Protection measures that must be taken to prevent exposure
- What to do in case of exposure to the chemicals

For additional information on hazardous materials in the workplace consult your leader.

## GENERAL SAFETY RULES

**LEADER RESPONSIBILITIES** Leaders are responsible for safety training and safety performance. They will enforce all safety standards.

**EMPLOYEE RESPONSIBILITIES** All team members are expected to be aware of our safety standards and to perform their specific job safely.

**HAZARD REPORTING** All team members are expected to be involved in the safety process and help identify, report, and correct unsafe equipment, conditions, and work practices. Please report potential hazards to your leader.

**SAFETY TRAINING** No team member is expected to perform a job without prior safety training. If you have not been properly trained, you are responsible for informing your leader.

**ACCIDENT REPORTING** All accidents must be reported to a leader immediately. Accidents will be investigated to determine contributing factors and controls or corrective measures that may be needed.

**HOUSEKEEPING** All team members are responsible for keeping their work areas clean and organized. Prevent falls in the office by keeping walkways and floors clear of trash, boxes, cords, cables, supplies, and other items. Spills should be cleaned immediately. Team members are to follow the "clean as you go" rule.

**LADDER SAFETY** Inspect ladders before each use. Face the ladder and maintain three points of contact when climbing up and down. Keep your belt buckle within the rails and move the ladder when necessary. Do not stand on the top two steps. Step ladders must have legs spread and braces locked. Tie off extension ladders must use the 4-to-1 rule (1 ft. away from wall per 4 ft. of vertical length).



**MATERIAL HANDLING/BACK SAFETY** Size up the load. If it is too heavy, break the load down into manageable parts. Use appropriate material handling equipment. Use carts or dollies for items that cannot be handled manually or ask for help. When lifting, avoid bending at the waist. Lift with your legs and avoid twisting at the waist by moving your feet. Avoid reaching by keeping loads close to your body. Do not attempt to lift items that are too heavy or bulky.

**TRUCK/FLOATER SAFETY** All drivers must have a current and valid license for the vehicle they are to operate. Drivers must wear seat belts and make sure passengers wear seatbelts. Drivers are not allowed to use a cell phone while driving. They should avoid drowsy driving, drive defensively, and obey all traffic laws. Drivers must take rest breaks as needed when they are drowsy, and passengers in the front seat must remain awake to help the driver. Drivers should also allow their passengers to answer the driver's cell phone calls, respond to texts, and assist with navigation, etc. If the passenger is an authorized driver, driving duties should be shared to avoid drowsy driving. Drivers are responsible for inspecting vehicles daily and reporting suspected mechanical problems to the Purchasing team and their leader. Avoid falls by facing the cab and maintaining three points of contact by using all handles and steps while climbing in and out of the cab. Use caution at railroad crossings, at rural road intersections, near deer and cattle, in adverse weather, etc.

## WORKERS COMPENSATION NETWORK

The workers' compensation program covers injuries or illnesses that might happen during your employment that require medical, surgical, or hospital treatment. Workers' compensation covers only work-related injuries and illnesses. Betenbough Companies does not provide workers' compensation benefits for injuries or illnesses that occur during voluntarily off-duty recreational, social, or athletic activity sponsored by Betenbough Companies.

You are required to notify your manager immediately about any work-related injury or illness, regardless of how minor. If I am hurt on the job and live in the service area described in this information, I understand that:

- I must choose a treating doctor from the list of doctors in the network. Or, I may ask my HMO primary care physician to agree to serve as my treating doctor.
- I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me. If I need emergency care, I may go anywhere.
- The insurance carrier will pay the treating doctor and other network providers.
- I might have to pay the bill if I get health care from someone other than a network doctor without network approval.

## IN-OFFICE

### COMPANY DRESS STANDARDS

As a team member, you contribute to our brand reputation. By having a polished and professional appearance we represent our core value of excellence as well as our mission of being a diligent, relational, and trusted partner. Impact Title's dress is considered "smart casual" or polished/dressed-up casual. Dress standards apply during work hours and while traveling to other regions, conferences, or trainings on behalf of Impact Title (unless otherwise stated by your leader). If a leader finds your personal appearance inappropriate, you will be asked to leave work and return dressed appropriately. Team members that choose to not meet professional dress standards could be subject to disciplinary action, up to and including separation of employment.

**Tops** Blouses, button-down shirts, polos, sweaters, and casual blazers (no t-shirts, revealing tops, holes, or distressed fabrics). Sleeveless blouses should go to the shoulder and low back blouses/dresses should have shirt under them.

**Bottoms** Pants, slacks, chinos, or polished colored jeans (no blue jeans, holes, or distressed fabrics). Skirts/dresses should come at least to the knee.

**Shoes** Boots, dress shoes, or professional sneakers with leather or suede upper. All shoes must be professional in nature. No athletic shoes or flip-flops.

**Casual Friday** T-shirts, blue jeans, and athletic shoes are only acceptable on Friday or special events specified by your leader.

**Additional Standards for Customer-Facing Roles** Casual Friday does not apply to customer-facing roles. For special/company events (specified by your leader) customer-facing team members can wear event-themed t-shirts/costumes/dress-up attire. However, they need to return to the regular dress standards when resuming customer-facing work.

**Overall** Tattoos, ear piercings and nose piercings are allowed - no other facial piercings should be visible during work hours. If piercings in ear, nose, or gauges are excessive or distracting, your leader may ask you to remove them or cover them up. No offensive or inappropriate tattoos or clothing should be visible at any time. No extreme or distracting hair color/styles or excessive accessories (no hats except for special dress-up occasions) all hair (including facial) should be well-maintained.

### THE COACHING CONTINUUM

Instead of annual performance reviews, we believe in coaching and continuous feedback as a lifestyle. Part of our relational style is helping team members identify gaps to help them grow and be successful. The coaching continuum provides a visual explanation of our ongoing culture of feedback and disciplinary approach.

The type of coaching or correction depends on the severity of the circumstance. There are times when the best thing for the person is to jump straight to a written warning, 911 call, or even termination. Your direct leader and/or Senior Leadership will determine the level of correction needed.

**1 DEGREE CORRECTIONS** Defined as little adjustments we want to close the gap on. We are committed to addressing issues before they have a chance to grow into something significant. We see these corrections as "in the green" meaning they are part of coaching an individual.

**VERBAL WARNING** Defined as corrections that are more than a 1 degree and considered "in the yellow." This correction is documented with Employee Support but is not a written, signed form.

**WRITTEN WARNING** Defined as corrections that need dramatic improvement on a consistent basis and considered “in the red.” This document is signed, and follow-ups are performed to ensure timely and consistent improvement.

**911 CALL** This is a special type of written warning that requires immediate turn around in correction and considered a “last opportunity —in the red.” These issues must not be repeated.



## CONFLICT RESOLUTION

We encourage a healthy, honest, and transparent atmosphere. We expect team members to treat each other with mutual respect. We also support and encourage an environment of continuous feedback, both with your leader and your peers. Our heart is to prevent disunity or gossip by addressing concerns with the appropriate person.

Continued success of conflict resolution is dependent on healthy and consistent feedback. The following steps should be taken to resolve conflict or disagreements among peers and/or with your leader:

**NUMBER ONE** You are encouraged to express your concerns directly with the person in conflict first. This supports the opportunity for the healthiest conflict resolution. If you believe it inappropriate to discuss with the person directly, please seek counsel from your leader and/or Employee Support.

**NUMBER TWO** If your conflict is not resolved after discussion directly, please approach the next appropriate leader. For example, if it's a peer — connect with your leader. If it's your leader — connect with your leader's leader.

It is our belief that every team member plays a role in the growth and excellence of their peers and leaders. People are able to reach their highest potential when they are aware a problem exists.

## ALCOHOL AND DRUG-FREE WORKPLACE

We are committed to be an alcohol and drug-free, healthy, and safe environment for all team members and the heart of this policy is not only to provide a safe work environment, but to also help our people lead healthy lives. There are many people in our organization that have a history of drug use and the fact that we have random alcohol and drug screenings provides enough accountability to keep them from turning back to that unhealthy lifestyle. Our goal isn't to “catch people,” but to help our people not be entangled by substance abuse, which has destroyed countless families, marriages, and lives. As a result, alcohol and drug testing will be required as a condition of employment and all team members will be tested at least once annually.

Team members are required to be in a mental and physical condition that will allow you to perform your job satisfactorily. Team members may not use, possess, distribute, sell, or be under the influence of an illegal substance as defined by the state of Texas, at any time. Also, this policy prohibits the presence of a "prohibited substance" in the team member's system while at work, while on company premises or its customers, or while on company business or in attendance to a company event.

"Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the team member. Our company drug screening process requires all collected specimens to be sent to a certified laboratory and tested for evidence of marijuana (THC), cocaine, opiates, amphetamines, phencyclidine (PCP), benzodiazepines, methadone, methaqualone, barbiturates and propoxyphene use. The laboratory will screen all specimens and a certified Medical Review Officer (MRO) will confirm all positive screens. Betenbough Companies will stand by the initial drug and alcohol testing results.

It is the responsibility of the team member to understand the possible ingredients of any product that they may consume or use including any CBD-related products.

Violation of this policy or refusal to be tested may lead to disciplinary action, up to and including termination of employment.

## **TOBACCO, E-CIGARETTE, AND NICOTINE-FREE WORKPLACE**

The use of any tobacco, e-cigarettes, or nicotine-related products are not permitted to be used by team members on Company property at any time. Team members are also prohibited from having the scent of tobacco, e-cigarette, or nicotine products on their person while working or on Company property.

Also, the use of any tobacco, e-cigarettes, or nicotine-related products is not allowed while away on Company travel or when attending business-related functions. Some examples include but are not limited to: Company retreats, conferences, Company-sponsored community events, vision trips, etc.

## **WORKPLACE MONITORING**

We may conduct workplace monitoring to help ensure quality control, team member safety, security, and customer satisfaction. The equipment, services, and technology that you use to access the internet are the property of the Company. We reserve the right to monitor how you use the internet and review any data that you write, send, or receive through our online connections or store in our computer systems.

Team members who regularly communicate with customers may have their telephone conversations monitored or recorded for training and performance purposes.

# VEHICLES / PROPERTY

## COMPANY VEHICLE USE & ACCIDENT REPORTING

We desire to be good stewards of our Company vehicles and to keep our team members safe while driving. The Company provides certain team members with vehicles for business purposes as a part of their daily duties. In addition, all eligible team members may drive Company vehicles or "floaters" for Company business use. All eligible team members must review and acknowledge the eligibility and responsibilities in our signed Company vehicle policy. Consumer and credit reports may be obtained as part of the evaluation of your job application and/or employment by us. The reports may be procured by the Company or their agents, and may include your driving record, an assessment of your insurability under our insurance policies, or other consumer reports. By signing the MVR disclosure, you authorize the Company to procure such reports and additional reports, as it deems appropriate, to evaluate your insurability or for other permissible purposes. Note: This policy covers employees driving Company vehicles, but also employees driving personal vehicles or a rental for business purposes.

**ELIGIBILITY** Eligible drivers must maintain their driving record. An employee's Motor Vehicle Driving (MVR) report driving record along with any known incidents in a company vehicle will be reviewed at least twice a year to ensure drivers are and continue to be eligible to drive under this policy. Criteria that will prevent a driver from being eligible to drive includes but is not limited to:

- Three or more vehicle violations\* in a three-year period
- Two or more At-Fault\*\* accidents involving another vehicle or person in a three-year period
- Charged with intoxication and under the influence of a controlled substance while driving
- Awaiting Director review following a positive test for a prohibited substance
- An inactive license (suspended, revoked, expired, or restricted)

Employees under 21 are subject to the above guidelines in conjunction with these additional guidelines:

- Motor Vehicle Report (MVR) must be clear, with no violations
- Must be a licensed driver for a minimum of two years
- MVR screening at least every six months up to age 21

Failure to maintain policy guidelines and responsibilities may result in loss of driving eligibility and could result in termination of employment.

**DRIVING A COMPANY VEHICLE** While driving a company vehicle, you agree to follow the below guidelines:

- Employees assigned a company vehicle are subject to a minimum of two drug and alcohol screenings per year
- Only an authorized employee is permitted to drive the company vehicle (no spouses, no other family members, and no friends)
- Company vehicles can be driven to an employee's home if the commuting distance is 35 miles or less from the employee's office. Driving distances of greater than 50 miles outside of your area is prohibited for personal use.
- Company vehicles are intended for company business; however, normal personal use is allowed. Use of a company vehicle for ridesharing or on-demand delivery services is prohibited at all times.
- Personal use of company vehicles is a non-cash fringe benefit, so its value must be determined at least once per year. The value of this benefit will be added to the employee's taxable income annually based on the cents-per-mile rule. (IRS Publication 15-B)

## REPORTING OF ACCIDENTS

All crashes or accidents must be immediately reported to the driver's Leader and Employee Support regardless of fault or severity. The driver may be required to undergo an alcohol and drug screening as soon as possible. A formal review by Senior Leadership and the employee's leader will convene to evaluate the circumstances of the incident. Once a decision has been made, the Company will act according to the guidelines set forth below.

**MINOR OFFENSES** Defined as any At-Fault offense not involving another vehicle, person, and/or where the employee is not injured within the past three years.

**1st Offense | Verbal warning**

**2nd Offense | Written warning**

**3rd Offense | Leader discussion and possible termination**

Any subsequent At-Fault accidents within a three-year period may result in termination.

**MAJOR OFFENSES** Defined as any At-Fault offense involving another vehicle, person, and/or where there is excessive damage to the employee's vehicle and/or the employee is injured within the last three years.

- All major offenses will result in a written warning and are subject to leader's discretion up to termination
- Any offense resulting in a Class B misdemeanor or greater will result in immediate suspension and possibly result in termination

**ACKNOWLEDGEMENT** When signing the provided acknowledgement, I, the undersigned, acknowledge that I have been given a copy of the Vehicle Policy, and that I am in compliance with all points listed above and that I will report any and all vehicle or driving violations. I understand that if I fail to stay in compliance with this policy, I risk being disciplined up to and including termination of my employment.

\* Vehicle violations includes all known moving violations and at-fault accidents

\*\* At-Fault is defined as an accident in which the employee is deemed to be the cause of the accident determined by (but not limited to) leadership review or a police report.

## MALE/FEMALE DRIVING AND TRAVEL RESTRICTIONS

We desire to provide an environment that is above reproach in order to promote healthy work relationships. Two non-related, male/female team members or an team member with a trade partner/vendor/supplier are prohibited from traveling together (driving, flying, etc.) on Company business including, but not limited to: off-site lunches, team building events, Company events, and any business travel. To adhere to this policy, team members are required to invite a third person or travel separately.

## COMPANY PROPERTY USE

We may provide you property, tools, technology, intellectual materials, etc. to help you do your job. You are responsible for protecting these resources at all times. Upon termination of employment, whether voluntary or involuntary, you are required to return all property to your leader. In addition, unapproved removal or possession of company property at any time is prohibited.

**COMPANY PHONE NUMBERS** We own all phone numbers related to company-issued mobile devices. We will retain the number along with the mobile devices and all issued accessories upon separation. Leadership may choose to make an exception under special circumstances. In these instances, a time frame will be provided to have services moved to a personal account.

## **PERSONAL PROPERTY**

We cannot be responsible for personal property that is lost, damaged, or stolen. If you bring personal property/items/belongings into the office or on Company property, you are responsible to keep track of them.

If you do bring personal property, you need to understand that it will not be covered under our insurance and, because of limitations, may not be covered under your homeowner's policy either.

Also, we prohibit any items on the premises or worksite that are sexually suggestive, offensive, or demeaning to specific individuals or groups. Team members should understand that all personal property brought onto the Company's premises may be inspected for purposes of enforcing policy and to protect against theft.

Possession of dangerous or unauthorized materials, such as explosives, are prohibited on Company property.