

# Trident Holdings LLC Employee Handbook



TRIDENT HOLDINGS LLC



December 10, 2025

# **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help team members find the answers to many questions that they may have regarding their employment with Trident Holdings LLC. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

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

No Company representative other than the Director of Operations may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the team member and the Director of Operations.

This handbook supersedes all prior handbooks.

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## Section 1 - Governing Principles of Employment

### 1-1. Introduction

On behalf of Trident Holdings LLC, let me extend a warm and sincere welcome to team members commencing with us.

For team members who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Trident Holdings LLC, a franchisee of Captain D's. We understand that it is our team members who provide the services that our guests rely upon, and who will enable us to create new opportunities in the years to come. You will find that we are straightforward in our operational style. We believe in providing as much training and support as possible and paying a fair wage for every position. We operate our business with a belief in treating others BETTER than they expect to be treated. As part of our team, we expect you to do the same for us, our teammates, and our guests too.

The following is some very important information we feel will be helpful in getting to know Trident Holdings LLC and Captain D's. Just as important, are the policies and guidelines to which you will have to adhere while employed by Trident Holdings LLC.

Where state or local law provides greater benefits or protections, the Company will comply with applicable law.

I extend my personal best wishes for success and happiness here at Trident Holdings LLC. We understand that it is our team members who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Chris Benner, President

### 1-2. Mission Statement





### 1-3. History

Trident Holdings LLC is a partnership of owners President, Chris Benner, and Chief Financial Officer, Tim Stokes. The company was formed in early 2015 with the acquisition of 4 existing Captain D's restaurants in Northeast Tennessee and Virginia. By the fall of 2015 Trident Holdings had acquired 11 more existing locations for a total of 15 restaurants across Alabama, Georgia, Tennessee, and Virginia. 2016 was a busy year for Trident Holdings as they opened their first new location in Abingdon, Virginia and acquired 6 more existing locations in Central and Eastern Kentucky. From there they were off to the races acquiring locations and opening new locations all across the Southeastern U.S.

Today, Trident Holdings is currently made up of nearly 60 Captain D's restaurants across nine states: Alabama, Arkansas, Georgia, Kentucky, Louisiana, Mississippi, Tennessee and Virginia. All these restaurants have been successfully established in these regions for over 20 years. Currently, Trident Holdings has a development agreement for 20 Captain D's locations all across the entire Southeastern U.S.

Chris Benner has over 30 years of restaurant experience, most of it in casual dining with iconic brands like TGIFridays, Bennigan's and Brinker International (parent company of Chili's). He spent eighteen years at Famous Dave's Bar B Que a full service casual dining Bar B Que concept with almost 300 locations, where he was a General Manager and Area Director on the corporate side and then Director of Operations and partner for a franchisee in Tennessee. Chris has been married to Tracey over 25 years, and they have three adult children, two

daughters and a son.

Tim Stokes is a graduate of both the University of Kentucky with an MBA from Vanderbilt University and started his career in banking. Then he honed his skills and knowledge into buying and selling manufacturing companies here in the United States and even in Mexico. Tim successfully bought, turned around and eventually successfully sold multiple manufacturing companies. Tim has four adult children and three grandchildren. Tim Stokes is the CFO.

Captain D's Seafood Restaurant first opened its doors back on August 15, 1969. A lot has changed since then, but the commitment to serving freshly prepared seafood at great value has been the core mission from the beginning. Known originally as Mr. D's Seafood and Hamburgers, Captain D's was opened in Donelson, Tennessee. From the very start, the mission was to provide quality seafood at reasonable prices—a concept that was revolutionary at the time. Mr. D's Seafood and Hamburgers was a hit, and by 1973 there were 15 locations. The next year, the company's name was changed to Captain D's Seafood to focus more exclusively on the classic fish and chips, shrimp, and side dishes that Captain D's is known for today.

Throughout the 1970's, the company grew quickly, adding special programs like the Kids' Birthday Club and children's comic books. Then, during the 1980's and 1990's, the company's logo and building design evolved. In 2012, Captain D's rolled out a new 21st century restaurant image designed to enhance the Captain D's Guest experience. Captain D's worked to create a coastal ambiance and welcoming atmosphere that transports you to your favorite beach side destination as soon as you walk through the doors.

Through these changes, Captain D's Seafood Restaurant has never wavered from its core commitment—great food, great prices, and even better service. Captain D's is very proud of its heritage, the years invested in perfecting the seafood menu, and the hospitality offered to every Guest at each of over 500 restaurants. We're confident you'll enjoy your Captain D's experience.

## **1-4. Equal Employment Opportunity**

Trident Holdings LLC is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Trident Holdings LLC's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, team member activities, access to facilities and programs, and general treatment during employment.

Any team members with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Area Director. Trident Holdings LLC will not allow any form of retaliation against team members who raise issues of equal employment opportunity. If team members feel they have been subjected to any such retaliation, they should contact the Area Director. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All team members must cooperate with all investigations conducted pursuant to this policy.

## **1-5. Reasonable Accommodations & Interactive Dialogue**

Trident Holdings LLC is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, Trident Holdings LLC will endeavor to make a reasonable accommodation to applicants and team members who have requested an accommodation or

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for whom Trident Holdings LLC has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the team member additional restroom breaks; allowing the team member whose work requires standing to sit and whose work requires sitting to stand; allowing the team member breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the team member is able to perform; restructuring job duties; light duty; or a modified work schedule. Trident Holdings LLC will work with the team member to determine what accommodation is appropriate for the team member, given the team member's unique circumstances, that does not impose an undue hardship on Trident Holdings LLC.

Any team member who would like to request an accommodation based on any of the reasons set forth above should contact the Area Director. Accommodation requests can be made in writing using a form which can be obtained from the Area Director. If the team member who has requested an accommodation has not received an initial response within five (5) business days, they should contact the Director of Operations.

Unless otherwise required by law, Trident Holdings LLC may request that the team member provide supporting documentation. Cooperating with Trident Holdings LLC by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the team member may require such an accommodation, Trident Holdings LLC will engage in an interactive dialogue with the team member.

Even if the team member has not formally requested an accommodation, Trident Holdings LLC may initiate an interactive dialogue under certain circumstances, such as when Trident Holdings LLC has knowledge that team member's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Trident Holdings LLC initiates an interactive dialogue, it should not be construed as Trident Holdings LLC's belief the team member requires an accommodation, but will serve as an invitation for the team member to share with Trident Holdings LLC any information the team member desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Trident Holdings LLC will communicate openly and in good faith with the team member in a timely manner in order to determine whether and how Trident Holdings LLC may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Trident Holdings LLC will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the team member. Trident Holdings LLC is not required to provide the specific accommodation sought by the team member, provided the alternatives are reasonable and either meet the specific needs of the

team member or specifically address the team member's limitations.

Trident Holdings LLC will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the team member's underlying reason for needing an accommodation.

Trident Holdings LLC will not allow any form of retaliation against team members who have requested an accommodation, for whom Trident Holdings LLC has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Team members with questions regarding this policy should contact the Area Director.

## 1-6. Non-Harassment and Anti-Discrimination

It is Trident Holdings LLC's policy to prohibit intentional and unintentional harassment or discrimination of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Trident Holdings LLC.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one discriminates against or harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Discrimination Defined**

Discrimination in the workplace means treating a job applicant or Team Member differently on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender

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(including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Discriminating against anyone at work because they belong to a protected class violates the law.

Examples of conduct that violate this policy:

- . Epithets;
- . Slurs;
- . Negative stereotyping;
- . Degrading comments;
- . Threatening, intimidating, or hostile acts (even if claimed to be "jokes" and even if not directed at a particular individual) which relate to actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics").
- . Written or graphic material which makes fun of, belittles, or shows hostility or dislike toward an individual or group because of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics") which is displayed, shown, or circulated in the workplace.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies; propositions or suggestive or insulting comments of a sexual nature;

- 5.
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to the Area Director. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact the Director of Operations. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

To make a comment or complaint, employees may also call the Employee toll free Complaint line at 1-877-557-7419

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## **1-7. Drug-Free and Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our team members and others, to protect Company property, and to ensure efficient operations, Trident Holdings LLC has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all team members and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Team members and other individuals who work for the

Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the team member's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the team member or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the team member is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, team members may not request an accommodation to avoid discipline for a policy violation. We encourage team members to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company team member, including themselves.

### **Required Drug Testing**

Reasonable suspicion:

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. The Director of Operations should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

Odors (smell of alcohol, body odor or urine).

Movements (unsteady, fidgety, dizzy).

Eyes (dilated, constricted or watery eyes, or involuntary eye movements).

Face (flushed, sweating, confused or blank look).

Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).

Emotions (argumentative, agitated, irritable, drowsy).

Actions (yawning, twitching).

Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, management will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident:

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Company vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention.

A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be

responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

## 1-8. Workplace Violence

Trident Holdings LLC is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to team members and damage to Company and personal property.

Trident Holdings LLC does not expect team members to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Trident Holdings LLC specifically discourages team members from engaging in any physical confrontation with a violent or potentially violent individual. However, Trident Holdings LLC does expect and encourage team members to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company team member **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the team member feels comfortable. Employees should attempt to safely remove themselves from the situation. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Trident Holdings LLC's ability to investigate and respond to the complaints. All threats will be promptly investigated. All team members must cooperate with all investigations. No team member will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

To make a comment or complaint, employees may contact the toll free complaint line at 1-877-557-7419

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If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the team member is the recipient of a threat made by an outside party, that team member should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by team members or by anyone else.

### 1-9. Complaint Hotline

Trident Holdings LLC provides a third-party hotline for employment complaints regarding harassment, discrimination, hiring, termination, discipline, working conditions, leave of absence, and other concerns about the workplace.

The hotline does not handle safety issues or workplace injuries. Employees with those concerns should consult their Area Director or Director of Operations.

When making a complaint, an employee should first attempt to follow the employer's Open Door Policy. You may also contact the team of human resources professionals at HR PilotT by telephone at no cost.

To make a comment or complaint, employees may call toll free 1-877-557-7419.

Always report concerns of wrongdoings in your workplace. Employees should not ignore problems, even if they relate to another employee.

Although employees may make anonymous complaints, Trident Holdings LLC will be made aware of all complaints and conduct investigations concerning the complaints.

Employees will not be retaliated against for making a good-faith complaint. The Company will follow up with employees regarding resolutions when appropriate.

### 1-10. Weather and Emergency Closing

Captain D's general policy is to be open for business every day of the year, except designated holidays. In the event of severe weather or other emergency, the Company is authorized to close the workplace for part or all of the day on those rare occasions when bad weather or an emergency makes travel impossible.

Managers must contact their Area Director or the Director of Operations to obtain permission to close their location due to severe weather or emergency.

During periods of bad weather, it is the responsibility of each Team Member to contact their Manager on duty or work location to determine whether the workplace has been declared closed for all or part of the day. If a Team Member is unable to make it to work, and the workplace is officially open, it is the responsibility of the Team Member to inform the Manager on duty prior to the start of the workday as stated in the attendance policy of this handbook.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this handbook, all Trident Holdings LLC team members fall within one of the classifications below.

**Full-Time Team members** - Team members who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Part-Time Team members** - Team members who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Short-Term Team members** - Team members who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term team members generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, team members are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Team members classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The team member will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2. Your Employment Records

In order to obtain their position, team members have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Team members should keep their personnel file up to date by informing the Area Director of any changes. Team members also should inform the Area Director of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach team members in a crisis could cause a severe health or safety risk or other significant problem.

### 2-3. Working Hours and Schedule

Trident Holdings LLC normally is open for business as follows:

<b>Day</b>	<b>From:</b>	<b>To:</b>
Monday	10:30am	10:00pm
Tuesday	10:30am	10:00pm
Wednesday	10:30am	10:00pm
Thursday	10:30am	10:00pm
Friday	10:30am	11:00pm
Saturday	10:30am	11:00pm
Sunday	10:30am	10:00pm

All locations are closed on Thanksgiving Day and Christmas Day. All other Team Members will have these days off as unpaid Holidays. The restaurants are open for all other Holidays. Team Members may be required to work on other Holidays and will be paid at their regular rate of pay.

Team members will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Trident Holdings LLC may need to change individual work schedules on either a short-term or long-term basis.

As a condition of employment, employees are required to work weekends and holidays. Scheduling is done to meet the business needs of a restaurant. As needs change, Management reserves the right to reassign working hours and shifts. Restaurant staffing needs are greatest during holidays, sports and other special events. We will try to comply with scheduling requests, but not all scheduling requests can or will be honored. An employee whose religious beliefs or practices conflict with his or her work schedule must submit a written accommodation request to the General Manager or Area Director.

Team Members may not change the schedule. It is ONLY permitted if the Team Member finds a replacement and obtains the General Manager's written approval. All schedule changes must be recorded on the posted schedule by management, and both employees must initial the change, along with the General Manager's initials. After all initials are in place, the employee subbing is responsible for the shift. To the greatest extent possible, all non-work appointments should be made during non-scheduled hours to keep scheduling changes to a minimum. Additionally, team members may not change or trade their assigned position or work station without their General Manager's approval.

Team members will be provided meal and rest periods as required by law. A supervisor will provide further details.

## 2-4. Artificial Intelligence

The Company recognizes that the use of artificial intelligence (AI) tools can potentially assist team members with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all team members who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

**Evaluation of AI tools.** Team members must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Team members also should review the reputation of the tool developer and any third-party services used by the tool. But most

importantly, team members must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

**Protection of confidential data.** In using any AI tool, team members must not upload or share any confidential, proprietary, or protected data without prior written approval from the Area Director. This includes data related to customers, team members, or partners. Similarly, team members must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

**Access control.** Team members must not give access to any AI tools approved for business use to anyone outside the Company without prior approval from the Area Director and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

**Compliance with security policies.** Team members must apply the same security best practices we use for all Trident Holdings LLC and customer data. This includes using strong passwords, keeping software up-to-date, and following the Company's data retention and disposal policies.

## 2-5. Timekeeping Procedures

Team members must record their actual time worked for payroll and benefit purposes. Non-exempt team members must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the team member to discipline, up to and including discharge.

Exempt team members are required to record their daily work attendance by clocking in upon arrival to work and clocking out when leaving. They must report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Employees must take mandated meal and rest breaks as provided by state and local laws. Skipping or shortening non-mandated breaks is prohibited unless authorized by upper management.

Non-exempt team members may not start work until their scheduled starting time. Team members are strictly prohibited from performing any work-related duties outside of recorded work hours or 'off the clock. All time spent performing job duties must be accurately recorded.

It is the team member's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

## 2-6. Overtime

When Trident Holdings LLC experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide team members with adequate advance notice in such situations. Team members may work overtime only with prior management authorization. Any non-exempt team member who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt team member who works overtime will be compensated at the rate of one and one-half times

(1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

## 2-7. Travel Time for Non-Exempt Employees

### **Overnight, Out-of-Town Trips**

Non-exempt team members will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt team members also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Out-of-Town Trips for One Day**

Non-exempt team members who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the team member's home and the local railroad, bus or plane terminal; and meal periods.

### **Local Travel**

Non-exempt team members will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the team member goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. If a non-exempt team member is required to travel to a worksite that is farther away than the regular worksite, whether the extra commute time is compensable will be addressed on a case-by-case basis.

If compensable travel time results in more than 40 hours worked by a non-exempt team member, the team member will be compensated at an overtime rate of one and one-half (1.5) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## 2-8. Safe Harbor Policy for Exempt Employees

It is Trident Holdings LLC's policy and practice to accurately compensate team members and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, team members must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried team members will receive a salary which is intended to compensate them for all hours they may work for Trident Holdings LLC. This salary will be established at the time of hire or classification as an exempt team member. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt team member's full-day absences due to sickness or disability before the team member has qualified for the plan, policy or practice or after the team member has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the team member works less than a full week; and
- any full work week in which the team member does not perform any work.

Salary may also be reduced for certain types of deductions such as a 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 work week in which the team member performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the team member performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If team members believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the team member believes it would be inappropriate to contact that person (or if the team member has not received a prompt and fully acceptable reply), they should immediately contact the Area Director or any other supervisor in Trident Holdings LLC with whom the team member feels comfortable.

Team members who believe their pay has been improperly reduced may report concerns through the Employee Complaint Hotline (1-877-557-7419).

## 2-9. Your Paycheck

Team members will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Trident Holdings LLC is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay

received and overtime pay received.

If there is an error in any team member's pay, the team member should bring the matter to the attention of the Area Director immediately so the Company can resolve the matter quickly and amicably. Team members who believe their pay has been improperly reduced may report concerns through the Employee Complaint Hotline (1-877-557-7419).

Paychecks will be given only to the team member.

## **2-10. Direct Deposit/Payroll Card**

Trident Holdings LLC strongly encourages team members to use direct deposit. Authorization forms are available from the Area Director.

Employees may elect to receive pay via company-issued payroll card if no bank account is available, consistent with applicable laws.

## **2-11. Salary Advances**

Trident Holdings LLC does not permit advances on paychecks or against accrued paid time off.

## **2-12. Performance Review**

Depending on the team member's position and classification, Trident Holdings LLC endeavors to review performance at employers discretion. Performance reviews may occur annually or as needed to support development and/or recognize performance. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages team members and supervisors to discuss job performance on a frequent and ongoing basis.

## **2-13. Record Retention**

Trident Holdings LLC acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of team members to follow this policy can result in possible civil and criminal sanctions against the Company and its team members and possible disciplinary action against responsible individuals (up to and including discharge of the team member). Each team member has an obligation to contact the Area Director to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## 2-14. Job Postings

Trident Holdings LLC is dedicated to assisting team members in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the online job posting program which is in place for all team members. To be eligible to apply for an open position, the team members must meet the following requirements:

- Be a current, regular, full-time or part-time team member;
- Have been in current position for at least six (6) months;
- Maintain a performance rating of satisfactory or above;
- Not be on conduct/performance-related probation or warning;
- Meet the job qualifications listed on the job posting; and
- Provide their current manager with notice prior to applying for the position.

If team members find a position of interest on the job posting website and they meet the eligibility requirements, an online job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

## 2-15. Open Door Policy

All team members have the opportunity to express ideas and opinions to management. The Company believes that open communication is essential to a successful work environment, as well as to the Company's success. All team members may express ideas and opinions directly to Company management. Team members who would like to bring an idea or suggestion to the Company's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call the Area Director or Director of Operations.

If you have a question, concern or suggestion on any work-related matter, we encourage you to discuss it with a member of the Restaurant Management Team or a member of the Trident Holdings LLC ownership team. Contact information and phone numbers are located in the Communications area of your restaurant.

## 2-16. Meetings

Team Member meetings are occasionally held at the restaurant. These meetings are beneficial in keeping you updated on new policies, roll outs of new menu items, training procedures and upcoming events. Some meetings may be required and will be regarded as a scheduled shift for attendance, pay and time reporting purposes.

## 2-17. Employee Parking

Team members must park in spaces designated by your Manager. Immediately following the evening dinner rush each night, the closing managers and closing employees are required to move their vehicles as close to the front entrance as possible.

## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Trident Holdings LLC's policy to provide a combination of supplemental benefits to all eligible team members. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Trident Holdings LLC provides team members and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Area Director. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Trident Holdings LLC (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these team member benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If team members have any questions regarding benefits, they should contact the Area Director.

### 3-2. Insurance Programs

Full-time team members may participate in Trident Holdings LLC's insurance programs. Under these plans, eligible team members will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, team members will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Area Director with any further questions.

### 3-3. Holidays

Captain D's Restaurants throughout the country are closed on Thanksgiving Day and Christmas Day. Trident Holdings, LLC is also closed on these days.

General Managers and upper level exempt managers team members will be paid for the following holidays:

Thanksgiving Day

Christmas Day

All other Team Members will have these days off as unpaid Holidays. The restaurants are open for all other Holidays. Team Members may be required to work on other Holidays and will be paid at their regular rate of pay.

### 3-4. Vacation (Paid Time Off)

Trident Holdings LLC appreciates how hard team members work and recognizes the importance of providing time for rest and relaxation. Trident Holdings LLC fully encourages team members to get this rest by taking paid time off (PTO). Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

In an effort to help Team Members balance work/life pressures, Trident Holdings LLC has designed a Team Member Vacation Policy. The company provides paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service.

#### **CREW TEAM MEMBERS PTO (Includes following positions):**

Crew  
Cook  
Cashier  
Prep  
Hospitality Attendant  
Shift Lead  
Shift Manager

We provide employees who have completed one year of continuous and uninterrupted service vacation time based on years of service. An hourly (non-exempt) restaurant Team Member, as listed above who works an average of 30 hours per week or more in the 12 months prior to Team Member's employment anniversary date is eligible for vacation as of his/her anniversary date based on the following schedule.

Crew Team members will not earn any vacation if they have not averaged 30 hours of work per week in the 12-month period prior to their employment anniversary date.

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Years of Service	Accrual Rate	Max Annual Accrual	Usage Timing
0 - 5 years	0.0192 hours per hour worked	40 hours	Usable after each annual anniversary
5+ years	0.0384 hours per hour worked	80 hours	Usable every 6 months

**Crew Team PTO Rules:**

PTO must be taken in full-week increments (no single-day or partial-day PTO).  
 Employees must be scheduled for at least four (4) shifts in that week for PTO to apply.  
 PTO must be used within 12 months of allocation; no additional PTO time will accrue beyond 12 months.  
 PTO cannot be used to offset overtime already worked.  
 Unused PTO is not paid out upon separation of employment unless required by law.

**Crew Team PTO Request**

To request paid vacation time, Team Members must notify their General Manager at least four weeks before the requested time off and complete a request form as directed by their General Manager.

Trident Holdings LLC will make every effort to honor a vacation request. However, we must be able to manage business needs and staffing requirements of the restaurant. Therefore, a request may be denied.

Team Members may view PTO balances anytime in the Payroll (ADP) App.

Vacation pay will not be issued in advance of a normal pay period or in advance of the vacation.

**MANAGERS (HOURLY AND SALARIED EXEMPT) PTO (Includes following positions):**

- Managers
- Assistant Manager (AM)
- Assistant General Manager (AGM)
- Hourly Managers
- Salaried Exempt Managers
- General Manager (GM)
- Area Director (AD) & Directors

Managers accrue vacation based on their normally scheduled hours as follows

Classification	Accrual Rate	Max Annual Accrual	Usage Timing
Hourly Manager (AM/AGM)	0.0384 hours per hour worked	100 hours	Every 6 months
Hourly Manager 5+ Years	0.0577 hours per hour worked	100 hours	Every 4 months
Salaried Exempt Manager (GM, AD, Directors)	2 hours/week	100 hours	Every 6 months
Salaried Exempt Manager 5+ Years	3 hours/week	100 hours	Every 4 months

**Managers PTO Rules:**

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Managers who have completed 6 months of continuous and uninterrupted service may use PTO time based on years of service PTO

PTO is usable every 6 months.

Managers with 5+ years: PTO usable every 4 months

Only Salaried Exempt Employees Only Salaried Managers (GMs/ADs/Directors) may take single-day or partial-days of PTO.

No more than 10 vacation days may be held at once; accrual pauses when the cap is reached.

PTO cannot be used to offset overtime already worked.

PTO does not accrue during unpaid leaves of absence.

PTO cannot be used during lockout dates: the week of Mother's Day, the week of Thanksgiving, the week of Christmas, between Ash Wednesday through Easter Sunday, Valentine's Day, and New Year's Eve. Additional "lock out periods" may be added based on business needs.

If 5 days of vacation are taken at one time (a vacation week), 2 regularly-scheduled days off will be attached to the vacation, so that a Manager may take a full 7 days off. A maximum of 2 days off may be attached to the front or back of the vacation request if the time off does not interfere with optimal restaurant operations (9 consecutive days maximum). Managers are reminded that

creating long weekends consistently will not be in the best interest of the restaurant and may be denied.

PTO cannot be used to offset overtime already worked.

Unused PTO is not paid out upon separation of employment unless required by law.

### **Vacation Cash-In Policy:**

Assistant General Managers (AGMs) with 5+ years of service and General Managers (GMs) with 5+ years of service may cash out their vacation once per year instead of taking time off.

Crew, Shift Leaders, Shift Managers, and Assistant Managers (AMs) **are not** eligible for vacation cash-out.

Managers may view PTO balances anytime in the Payroll (ADP) App.

Vacation pay will not be issued in advance of a normal pay period or in advance of the vacation.

## **3-5. Unpaid Time off**

Team Members who are not eligible for paid vacation time, need an occasional day off, or have used up all of their paid vacation time may request the time off without pay. Team Members must request the time off from their General Manager prior to the schedule being posted. Trident Holdings LLC will make every effort to honor a vacation request. However, we must be able to manage business needs and staffing requirements of the restaurant. Therefore, a request may be denied.

### 3-6. Bereavement Leave

The death of a family member is a time when team members wish to be with their families. The company provides full-time management (Managers, Dining Room Managers, Dining Room supervisors, Assistant Managers, Assistant General Managers, General Managers, Area Directors, Maintenance and salaried exempt Administrators) up to five days of paid bereavement leave to attend to family needs and to attend the funeral of a member of their close family. Close family is defined as a spouse, domestic partner, parents, parents-in-law, children, siblings, stepparents, stepchildren and step-siblings, children-in-law, and siblings-in-law or any relationship required by applicable law.

Additionally, full-time management employees will be granted two days of paid bereavement leave to attend to family needs and to attend the funeral of grandparents, grandchildren, grandparents-in-law, aunts, uncles, nephews and cousins.

Paid leave days may only be taken on regularly scheduled, consecutive workdays following the day of death. Team Members must inform their supervisor prior to commencing bereavement leave. In administering this policy, Trident Holdings LLC may require verification of death.

All other Team Members may be permitted to take Bereavement leave without pay.

### 3-7. Lactation Accommodations

Trident Holdings LLC will provide a reasonable amount of break time to accommodate team members desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time does not run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide team members with the use of a room or location in close proximity to the team member's work area, other than a bathroom, to express milk in private. This location may be the team member's private office, if applicable. Please consult the Area Director with questions regarding this policy.

Team members should advise management if they need break time and an area for this purpose. Team members will not be discriminated against or retaliated against for exercising their rights under this policy.

### 3-8. Workers' Compensation

On-the-job injuries are covered by Trident Holdings LLC's Workers' Compensation Insurance Policy, which is provided at no cost. If team members are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of team members to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Team members who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3-9. Jury Duty

Trident Holdings LLC realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. Team members are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Team members also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, team members may be asked to try to postpone jury duty.

Team members on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt team members will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week. Where state law provides greater benefits, the Company will comply with that law.

### 3-10. Voting Leave

In the event team members do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the team member may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

### 3-11. Employee Discount and Meal Policy

Team Members are entitled to discounts towards meals at the restaurant where they are employed. This discount is provided to all current Trident Holdings LLC restaurant hourly Team Members:

- Any food item will be rung up as half price, including desserts.
- Drinks are provided at no cost when consumed in employee cup and include: Soft drinks, tea, tap water and coffee.
- Coffee may be consumed in a Styrofoam cup at no cost.
- Bottled water will be charged at full price.
- Drinks that are not in an employee cup will be charged at full price, for example, with a take home order.

Each employee meal must be processed at the register prior to clocking in for a shift, during a meal break or immediately after a completed shift.

Thirty (30) minute unpaid meal breaks require Guest Specialist to clock out prior to ordering their meal.

Guest Specialists may not prepare their own meal.

The receipt must be maintained while dining. A second receipt with the employee name written on it, must be placed in the cash drawer and attached to the cash audit.

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Employee meals must be consumed in the restaurant. Food orders taken home will be charged at full menu price.

Meal discounts are available at employee's home location only. The discount may not be given to another employee, guests or other individuals.

Each employee may receive one discounted meal per shift worked (two if working two shifts in one day). Management team members may receive one discounted or company-paid meal per shift per the Manager Meal Allowance Policy.

## Section 4 - Leaves of Absence

### 4-1. Personal Leave

If team members are ineligible for any other Company leave of absence, Trident Holdings LLC, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and team members are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, team members submit a written request for an extension to management and the request is granted. During the leave, team members will not earn vacation, personal days, or sick days. Trident Holdings LLC will continue health insurance coverage during the leave if team members submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the team members anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return team members to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

### 4-2. Military Leave

If team members are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, team members must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, team members will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Team members should ask management for further information about eligibility for Military Leave.

If team members are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Trident Holdings LLC can maintain proper coverage while team members are away.

## 4-3. Family and Medical Leave

### The Leave Policy

Team members may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides team members information concerning FMLA entitlements and obligations team members may have during such leaves. If team members have any questions concerning FMLA leave, they should contact the Area Director.

#### I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the team member must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

#### II. Entitlements

As described below, the FMLA provides eligible team members with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

##### A. Basic FMLA Leave Entitlement

The FMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the team member uses their family and medical leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the team member's child after birth or placement for adoption or foster care;
- To care for the team member's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the team member's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the team member unable to perform one (1) or more of the essential functions of the team member's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the team member's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents team members from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days

combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five (5) years preceding the date the eligible team member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, team members also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, team members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

The Company will notify team members if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member's FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Team members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to team members provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA protection, the Company and team member can mutually agree that leave be retroactively designated as FMLA leave.

## **III. Team member FMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Team members who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such team member notices.

#### **1. Content of Team member Notice**

To trigger FMLA leave protections, team members must inform the Area Director of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, team members might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Team members must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If team members fail to explain the reasons for FMLA leave, the leave may be denied. When team members seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

#### **2. Timing of Team member Notice**

Team members must provide 30 days' advance notice of the need to take FMLA leave when the need is

foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team members who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the team member's health care provider. Team members must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the team members, subject to the approval of the team member's health care provider. If team members providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require team members to attempt to make such arrangements, subject to the approval of the team member's health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave.

When team members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, team members must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and team member shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting the Company's operations, subject to the approval of the team member's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, team members may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the team member's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests team members to provide FMLA medical certifications, team members must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the team member's diligent, good faith efforts. The Company will inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the team member's permission, the Company (through individuals other than the team member's direct supervisor) may contact the team member's health care provider to authenticate or clarify completed and sufficient medical certifications. If team members choose not to provide the Company with authorization

allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Team members requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the team member.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require team members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, team members returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the team members' ability to perform the essential functions of the team members' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until team members provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time team members seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require team members to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by team members set forth additional information provided by the team member and/or

the covered servicemember confirming entitlement to such leave.

### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Team members must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the team member's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

### **F. Pay Team member's Share of Health Insurance Premiums**

During FMLA leave, team members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies team members of other arrangements, whenever team members are receiving pay from the Company during FMLA leave, the Company will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member was actively working.

If FMLA leave is unpaid, team members must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if the team member's premium payment is more than 30 days late. If the team member's payment is more than 15 days late, the Company will send a letter notifying the team members that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

## **IV. Exemption for Highly Compensated Employees**

The Company may choose not to return highly compensated team members (highest paid 10% of team members at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify team members if they qualify as a "highly compensated", if the Company intends to deny reinstatement, and of the team member's rights in such instances.

## **V. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Area Director. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If team members believe their FMLA rights have been violated, they should contact the Area Director immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Team members also may file FMLA complaints with the United States Department of

Labor or may bring private lawsuits alleging FMLA violations.

## **VI. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact the Area Director.

## Section 5 - General Standards of Conduct

### 5-1. Workplace Conduct

Trident Holdings LLC endeavors to maintain a positive work environment. Each team member plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Trident Holdings LLC property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another team member's time records or clocking in or out for another employee or falsification of time records.
4. Violation of safety rules and policies.
5. Violation of Trident Holdings LLC's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening, or disrupting the work of others or other violations of Trident Holdings LLC's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, unexcused absences, or not following call off procedures.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another team member.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Trident Holdings LLC's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Violation of cash handling procedures.
19. Violation of smoking/vaping policy.
20. Violation of cell phone or telephone use policy
21. Violation of Dress or uniform policy
22. Unprofessional behavior such as yelling, cursing, acting out in a way that is uncooperative and detrimental to the guests' experience.
23. Denying guests service by any means such as locking front doors prior or communicating service cannot be provided during normal business hours without permission from their Area Director
24. Any other violation of Trident Holdings LLC policy.

Obviously, not every type of misconduct can be listed. Note that all team members are employed at-will, and Trident Holdings LLC reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Trident Holdings LLC will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the team member at any time for any reason.

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

## **5-2. Punctuality and Attendance**

Team members are hired to perform important functions at Trident Holdings LLC. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow team members and supervisors. We expect excellent attendance from all team members. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, team members are expected to notify Manager on duty at least 4 hours prior to the start of their shift, but no later than the start of the work day. Asking another team member, friend or relative to give this notice is improper except in cases of emergency and constitutes grounds for disciplinary action. Team members should call or text, stating the reason for absence and its expected duration, for every day of absenteeism.

Employees are referred to the Health and Safety Policy for types of illnesses/symptoms where employees may not be permitted to report to work.

Failure to call in or text personally to report absence or lateness is a violation of company rules which will result in the absence or lateness being recorded as an unauthorized absence or lateness, and may result in disciplinary action up to and including termination. Calls or text messages from friends or relatives on your behalf will not be accepted as an authorized notice of absence or lateness, except in cases of emergency.

In the case of repeated absences and/or lateness, you may be required to submit evidence verifying the reason for your absence and/or lateness. If requested, failure to provide substantiation of the reason for your absence and/or lateness will result in discharge.

Any absence of 3 or more consecutive workdays will require doctor's verification for the absence and a doctor's release to return to work.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

## **5-3. Use of Communications and Computer Systems**

Trident Holdings LLC's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Trident Holdings LLC systems.

Trident Holdings LLC may access the voice mail and e-mail systems and obtain the communications within

the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the team member's absence.

Further, Trident Holdings LLC may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review team members' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the team member's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all team members, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No team member may access, or attempt to obtain access to, another team member's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## 5-4. Use of Social Media

Trident Holdings LLC respects the right of any team member to maintain a blog or web page or to participate in a social networking on or through websites or services such as X (formerly Twitter), Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat, or similar sites/services (collectively "social media"). However, to protect Company interests and ensure team members focus on their job duties, team members must adhere to the following rules:

Team members may not use social media during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed through social media.

When using social media, if the team member mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, and it is either implicit or explicit that the poster is affiliated with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion

and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.

Team members may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. Company policies apply equally to team member social media usage.

Team members with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## 5-5. Health and Safety

The health and safety of team members and others on Company property are of critical concern to Trident Holdings LLC. The Company intends to comply with all health and safety laws applicable to our business. To this end, the Company must rely upon team members to ensure that work areas are kept safe and free of hazardous conditions. Team members are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of management immediately.

Team members experiencing diarrhea, fever, vomiting, jaundice, sore throats with fever will not be allowed to work until symptoms are gone. A Team Member with lesions containing pus on the fingers, hand or exposed body part (such as boils and infected wounds) must have lesion acceptably covered so that contact with food is prevented.

State Health Departments require that you notify Trident Holdings LLC if you have any of the above symptoms, or if you've been diagnosed by a health care provider as being ill with Novovirus, Salmonella Typhi (typhoid fever), Hepatitis A (hepatitis A virus infection), Shigellosis (Shigella spp. Infection), Escherichia coli O157:H7 or other EHEC/STEC infection (E coli); or have a household member diagnosed or exposed to a confirmed outbreak of these illnesses. If exposed to the above illnesses, work restrictions or exclusions may be imposed.

Please refer to the Attendance Policy regarding how to handle these notifications of illness to a Manager. . Good hygienic practices are mandatory in our restaurants.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All team members should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the team member's supervisor as soon as possible, regardless of the severity of the injury or accident.

## 5-6. Personal and Company-Provided Portable Communication Devices

Trident Holdings LLC-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Team members have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some team members may be authorized to use their own PCD for business purposes. These team members should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, team members must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If team members who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide team members with the personal data in another form (e.g., on a disk) to the extent practicable; however, the team member may lose some or all personal data saved on the device.

Team members may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether team members use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, team members may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, team members must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a cell phone while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## 5-7. Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, the use of any type of phone or video recording device, including but not limited to smart devices (phone, watches, glasses), anywhere on Company property or while performing work for the Company, including to record conversations or activities of other team members or management, is strictly prohibited, unless the device was provided by the Company or authorized by upper management and is used solely for legitimate authorized business purposes (such as documenting workplace accidents).

## 5-8. Inspections

To the maximum extent permitted by applicable law, Trident Holdings LLC reserves the right to require team members while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Team members are expected to cooperate in the conduct of any search or inspection.

## 5-9. Smoking

Smoking, vaping or the use of any tobacco product including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

Trident Holdings LLC restaurants are non-smoking facilities in compliance with state and federal laws. . If a Team Member encounters someone smoking, vaping or using any tobacco product in the facility, the associate should report the act to a restaurant Manager. The Manager will inform the Team member that smoking/vaping is prohibited. If smoking/vaping continues, the Manager will notify police.

Smoking, vaping or use of any tobacco product is to be done inside a personal vehicle, by the trash dumpster area of the restaurant or another management approved location ONLY during breaks approved by a Manager. Smoking/vaping may only be done on approved breaks by management or during a trash run. Smoking/vaping in a building or any location other than that specified by this handbook is grounds for disciplinary action up to termination. If the Management Team of Trident Holdings LLC determines that smoking/vaping during trash runs is interfering with the restaurant business and negatively affecting its success, the Management Team may declare that smoking/vaping during trash runs is prohibited.

Failure to adhere to this policy will result in disciplinary action up to and including termination.

## 5-10. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls and text messages must be kept to a minimum, and only be made or received after working time, or during lunch or break time unless it is an emergency.

For safety and security reasons, team members are prohibited from having personal guests visit or accompanying them anywhere in Trident Holdings LLC facilities other than the reception areas. Team Members may come to a restaurant with their family members or friends and enjoy a meal, as paying Guests, during restaurant hours when the Team Member is not scheduled to work. When a Team Member's family or friends patronizes a restaurant, the Team Member must not visit for an extended time while on duty. A Team Member should inform his or her family or friends that they are not permitted to wait for them in any part of the restaurant. At no time should Team Members or a member of the Management Team allow visitors or family access to the restaurant through service doors or permit them to go into non-public areas of the restaurant.

## 5-11. Solicitation and Distribution

To avoid distractions, solicitation by an team member of another team member is prohibited while either team member is on work time and in all selling and direct customer service areas. "Work time" is defined as the time an team member is engaged, or should be engaged, in performing their work tasks for Company. Solicitation of any kind by non-team members on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in selling and direct customer service areas and all other working areas of Company is prohibited at all times. Distribution of literature by non-team members on Company premises is prohibited at all times.

## 5-12. Communication Area

Important notices and items of general interest are continually posted on Trident Holdings LLC Communication area. Team members should make it a practice to review the Communication area frequently. This will assist team members in keeping up with what is current at Trident Holdings LLC. To avoid confusion, team members should not post or remove any material from the Communication area. In addition, key procedures and Management contact information is available at each restaurant. Check with your General Manger or any other management staff for additional information

## 5-13. Employee Dress and Personal Appearance

Team members are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some team members may be required to wear uniforms or safety equipment/clothing. Team Members should contact their supervisor for specific information regarding acceptable attire for their position.

If team members report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

Team Members represent Trident Holdings LLC and their appearance is important to maintain favorable public opinion. Every Team Member is expected to report to work neat, clean and well groomed. Captain D's has specific guidelines on uniform wear and appearance.

### **Management Uniform Guidelines (Managers, Assistant General Managers and General Managers)**

1. Managers will be issued several logo uniform shirts
2. The approved Captain D's logo management shirt must be worn while on duty
3. The shirts may be ordered from the Company's approved uniform vendor.
4. The shirt can be long or short- sleeved.
5. Shirts must be clean, stain-free, wrinkle-free, tucked in, and in good repair, not faded or worn out.
6. Golf style polo style shirts issued by the company as incentives may be worn by management,
7. The name tag must be worn opposite of the logo.
8. Black pants or dark blue jeans (no holes, rips or tears) are to be worn. No Carpenter's style pants, baggy pants, bell-bottoms, frayed or torn pants, side pockets, loops for tools, etc.
9. A solid black or brown belt must be worn.
10. Shoes must be solid black and slip resistant.

### **Team Members Uniform Requirements**

1. Team Members will be issued logo uniform shirt(s).
2. The approved Captain D's logo shirt must be worn while on duty
3. Shirts must be clean, stain-free, wrinkle-free, tucked in, and in good repair, not faded or worn out
4. Trident Holdings LLC will supply one apron (if needed) and a nametag (for front of the house) at no cost to Team Member.
5. A nametag must be worn at all times during work (for front of the house).
6. A logo hat or logo visor will also be issued (at no cost). Only Captain D's hats or visors may be worn in the front or back of the house.
7. Black pants or dark blue jeans (no holes, rips or tears) are to be worn. No Carpenter's style pants, baggy pants, bell-bottoms, frayed or torn pants, side pockets, loops for tools, etc.
8. A solid black or brown belt must be worn.
9. Shoes must be solid black and slip resistant.

New uniform shirts, aprons, hats and nametags will be issued (at no cost) on an as needed basis upon the manager's discretion.

### **Appearance**

Team Members represent Captain D's restaurants to our Guests and appearance is important in maintaining favorable public opinion. Employees who have face-to-face contact with customers must maintain a clean and neat appearance.

1. All employees will arrive at work in a neat and clean, stain and wrinkle-free appearance.
2. All employees will be in proper uniform at the start of their shift.
3. All employees must practice methods of good hygiene.
4. Tattoos that violate sexual harassment, anti-discrimination or any other company policy must be covered up.
5. Nails must always be clean and well groomed.
6. Hands must be washed when exposed to any contaminates. This may include, but is not limited to, after eating, visiting the restroom, smoking, etc.
7. Hair, for both men and women, must be neat in appearance. If hair length extends beyond the collar, it must be neatly pulled back.
8. Facial hair, such as a mustache, goatee or beard may be worn but must be kept trimmed and neat.
9. Jewelry (including medical alert jewelry) must be modest in size to help prevent the cross-contamination of food.
10. Only studs or small earrings may be worn. No dangling earrings are allowed. Up to 3 small earrings

may be worn per ear.

11. Only one nose piercing will be allowed if it is small not to exceed 1/8 inch in diameter no loops/hoops. All other facial piercings are not allowed, including but not limited to tongue, eyebrow and lip piercings and gauging.
12. Other jewelry restrictions may imposed based on personal safety or Board or health requirements.
13. Team Members may not chew gum.

## 5-14. Cash Handling

Trident Holdings LLC success depends upon proper money handling policies and procedures. Any variance is considered a serious matter. A Team Member is responsible for all cash funds under his or her responsibility. Large or excessive variances, carelessness of cash handling, small variances which are consistent, or unexplained losses are just some possible violations of these policies and procedures. Violations of Trident Holdings LLC cash handling policies or procedures will lead to discipline, up to and including termination of employment and/or the requirement to repay lost, mishandled or stolen funds if permissible by state law.

## 5-15. Security

Trident Holdings LLC considers every Team Member as a valuable asset. We have developed a security policy to provide a safe working environment. The Company's security policies will be strictly enforced. If a Team Member knowingly violates these policies, or allows any other Team Members to violate these polices, they are putting everyone at risk and may result in disciplinary action, up to and including termination.

Trident Holdings LLC is not responsible for safeguarding your property. If you do bring personal belongings to work, you must assume total responsibility if your property is damaged, lost or stolen. Personal items should be kept in the designated employee area and not brought into the main restaurant or kitchen area. Backpacks, shopping bags, etc cannot be brought into the restaurant. Items may not be left overnight. The Company will not conduct searches of employees' clothing, body or personal belongings. Specifically, the Company will not conduct strip searches of employees under any circumstances.

It should be noted that Trident Holdings LLC makes every effort to ensure a secure place to work. We have installed security cameras throughout the restaurant and near exterior doors that are under constant video surveillance. However, even with the safeguard and security policies in place, no location is invulnerable to an event. It would be the responsibility of every Team Member to be aware of warning signs, and to bring any concerns to the attention of the Manager on duty.

Steps to be taken to minimize a security risk would include:

- The back door is to be remain shut and locked (from outside opening) at all times.
- All Team Members and vendors are required to go to the front door to be recognized and admitted.
- The back door may be opened during daylight hours only to accept deliveries and to remove trash.
- The back door should never be opened after dark. All trash runs after darkness are performed using the front entrance. The last trash run is performed at closing time and no further trash runs are done after closing time.
- Never open the back door when the safe is unlocked or a member of the Restaurant Management Team is preparing the deposit.

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- Only authorized personnel are to be admitted to the building before opening and after closing.
- Authorized personnel includes: Managers, scheduled Team Members, and recognized vendors for business reasons.
- Unauthorized persons are not allowed on the premise before opening or after closing. Unauthorized personnel includes: former Team Members, unscheduled Team Members, friends or relatives, or vendors without business reasons.
- Immediately following the evening dinner rush, ALL closing Team Members should move their vehicles to the front of the restaurant so that they are close to the front door. Their safe departures should be observed by other Team Members for safety reasons.
- Under no circumstances are any individual members of the Management Team or Team Members to be in the restaurant alone after closing.
- Closing Team Members should always exit the building together.

### 5-16. Lost and Found

Any item of value found in the restaurant, whether belonging to a Guest or a Team Member, must be kept in the office in a location designated by management for lost and found items. If an item belonging to a Guest or a Team Member is found in your possession without consent, it will result in disciplinary action up to and including termination of employment. If you find a lost item, lost money or credit/debit cards, it is your responsibility to notify a member of the Restaurant Management Team in order to notify the rightful owner of the missing property. Every attempt must be made to contact the rightful owner of the missing property. Lost items of significant value like cellular phones, tablets, computers, video games, watches and cameras must be stored in the restaurant safe until they are claimed by the rightful owner.

### 5-17. Guest Care

Trident Holdings LLC Team Members are responsible for ensuring that Guest service is our primary focus. We are always striving to be the best in hospitality and service. The following are rules that Team Members are to follow in order to meet all of our Guests' expectations:

- . Say "Hello" to all guests. The time we spend with our Guest is not long nevertheless and it leaves a lasting impression.
- . Treat each Guest with courtesy. Guests should be referred to as: "Sir", or "Ma'am". Only use guests name when they instruct you to do so. Never use "You Guys", "Honey," "Babe," "Sweetie," "Sweetheart," or similar names that may be considered unprofessional or violate company policy such as the anti-harassment policy.
- . Be hospitable. Be the best tour guide and make all Guests feel welcome.
- . Be sensitive to Guests' needs. Pick up on hints; and always ask Guests if they need anything.
- . NEVER argue with a guest, raise your voice at a guest, use profanity towards a guest or in any way be disrespectful towards a guest.
- . In the event that there is a concern about Guest satisfaction or an interaction with a guest, immediately partner with a member of the Restaurant management team for support and an appropriate resolution.

### GUEST REQUESTS AND COMPLAINTS

- Pleasing our Guests is our number one priority! Therefore, we try to honor every special request. If we have the equipment, products and skills necessary to fill the request, we'll do it!
- When special requests are made and it is not clear if the request can be honored, check with a member of the Restaurant Management Team.
- Similarly, if a Guest has a problem with any aspect of their food or beverage, resolve it immediately by offering to replace it.
- Any Guest food or beverage problem must be brought to a member of the Restaurant Management Team's attention for appropriate follow-up. We will do whatever it takes to WOW our Guests!

## **TELEPHONE GUEST COURTESY**

- Answering the phone is everyone's responsibility.
- Team Members should answer the phone promptly (within three rings)
- Identify themselves by name and restaurant location and speak with a smile.
- The following language is recommended: "Thank you for calling Captain D's in \_\_\_\_\_(location) this is \_\_\_\_\_ (your name) how can I help you?"
- Assist the caller in a professional manner.
- Be as thorough as possible if caller is placing a to-go order.
- Repeat gathered information back to caller to clarify their request.

## **5-18. Confidential Company Information**

During the course of work, team members may become aware of confidential information about Trident Holdings LLC's business, including but not limited to information regarding Company finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. such as recipes, pricing, financial data, payroll information, and employee records. Team members also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Trident Holdings LLC's competitors. Any team member who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Team members may be required to sign an agreement reiterating these obligations.

## **5-19. Conflict of Interest and Business Ethics**

It is Trident Holdings LLC's policy that all team members avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no team member should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

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

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

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

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the team member's responsibility to report any actual or potential conflict that may exist between the team member (and the team member's immediate family) and the Company.

## 5-20. Outside Employment

Team Members may wish to perform outside work for another employer. Team Members may hold outside jobs after working hours or actively participate in an outside business under certain circumstances. Team Members are prohibited from engaging in employment with another organization that may conflict with the Company's interests; or otherwise interfere with their work with the Company. Trident Holdings LLC reserves the right to review any outside employment held by a Team Member and may request the Team Member to terminate the outside employment or forfeit employment with Trident Holdings LLC

## 5-21. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. All company systems and data are Company property. Employees should have no expectation of privacy when using Company equipment.

Team members should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to team members or others. Supervisors can answer any questions about the team members' responsibility for maintenance and care of equipment used on the job.

Team members also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to team members' personal belongings unless the team member's supervisor provided advance approval for the team member to bring the personal property to work.

## 5-22. Hiring Relatives/Employee Relationships

A familial relationship among team members can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Trident Holdings LLC may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two team members marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which team member will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the team member is similar to that of persons who are related by blood or marriage.

## 5-23. Publicity/Statements to the Media

All media inquiries seeking the Company's official position as to any issue of the Company must be referred to the Director of Operations. Only the Director of Operations is authorized to make or approve public statements on behalf of the Company. No team members, unless specifically designated by the Director of Operations, are authorized to make those statements on behalf of the Company. Any team member wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Director of Operations.

## 5-24. Operation of Vehicles

All team members authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Team members must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every team member to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by all state or local laws prohibiting or limiting

portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, team members may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the team members are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a PCD while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## 5-25. Business Expense Reimbursement

Team members will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the team member's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Director of Operations along with the receipts in a timely manner.

Team members are expected to exercise restraint and good judgment when incurring expenses. Team members should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

## 5-26. References

Trident Holdings LLC will respond to reference requests through the Area Director Department. The Company will provide general information concerning the team member such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Area Director Department.

**Only the Area Director Department may provide references.**

## 5-27. If You Must Leave Us

Should any team members decide to leave the Company, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All Company, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Team members also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, team members will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted

previously, all team members are employed at-will and nothing in this handbook changes that status.

## **5-28. A Few Closing Words**

This handbook is intended to give team members a broad summary of things they should know about Trident Holdings LLC. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Trident Holdings LLC, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Team members should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

## Section 6 - Arkansas Addendum

### 6-1. Lactation Accommodation

Trident Holdings LLC supports the legal right and necessity of team members who choose to express milk in the workplace. The Company promotes a breastfeeding-friendly work environment and supports lactating team members.

The Company will provide unpaid break time of reasonable duration to team members who wish to express breast milk at the worksite during working hours.

The Company will make a reasonable effort to provide a private, secure and sanitary room or other location other than a toilet stall where an employee can express their breast milk.

Team members can contact the Area Director with questions regarding this policy.

## Section 7 - Florida Addendum

### 7-1. Domestic Violence Leave

Team members who have worked for the Company for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the team member or a family or household member of the team member is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the team member or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the team members or their family or household member, one (1) week advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.

## Section 8 - Georgia Addendum

### 8-1. Lactation Accommodations

Trident Holdings LLC supports the legal right and necessity of team members who choose to express milk in the workplace. The Company promotes a breastfeeding-friendly work environment and supports lactating team members.

The Company will provide break time of reasonable duration to team members who wish to express breast milk at the worksite during working hours. Any break time provided under the law will be paid at the team member's regular rate of compensation.

The Company will provide the use of a private location, other than a restroom, for the team member to express milk in private at the worksite.

Team members can contact the Area Director with questions regarding this policy.

## Section 9 - Kentucky Addendum

### 9-1. Pregnancy Accommodations

Pursuant to the Kentucky Pregnant Workers Act (Act), team members have the right to be free from discrimination in relation to pregnancy, childbirth and related medical conditions, including the right to reasonable accommodations for conditions related to pregnancy.

Trident Holdings LLC will provide a reasonable accommodation for team members with limitations related to pregnancy, childbirth, or related medical conditions including, but not limited to, lactation or the need to express breast milk for nursing a child if the team member requests such an accommodation, provided, however, that the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company's program, enterprise, or business.

Accommodations may include, but are not limited to:

1. More frequent or longer breaks;
2. Time off to recover from childbirth;
3. Acquisition or modification of equipment;
4. Appropriate seating;
5. Temporary transfer to a less strenuous or less hazardous position;
6. Job restructuring;
7. Light duty;
8. Modified work schedule; or
9. Private space that is not a bathroom for expressing breast milk.

Team members who would like an accommodation should contact the Area Director. Upon request for an accommodation, the Company will engage in a timely, good faith, interactive process with team members to determine effective reasonable accommodations.

The Company will not require team members to take leave from work if another reasonable accommodation can be provided.

The Company will not deny employment opportunities or take adverse action against team members based on pregnancy, childbirth, or related medical conditions with respect to the terms, conditions, or privileges of employment or for requesting or accepting a reasonable accommodation.

Team members with questions or concerns regarding this policy should contact the Area Director.

### 9-2. Adoption Leave

Subject to limited exceptions and consistent with Kentucky law, Team members are entitled to an unpaid leave of absence of up to six (6) weeks for the purposes of adopting a child under the age of ten. Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company.

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Team members may use accrued time off for this purpose.

## Section 10 - Louisiana Addendum

### 10-1. Pregnancy Accommodations

Pursuant to Louisiana law, team members have the right to be free from discrimination in relation to pregnancy, childbirth and related medical conditions, including the right to reasonable accommodations for conditions related to pregnancy.

Trident Holdings LLC will provide a reasonable accommodation for an team member with limitations related to pregnancy, childbirth, or related medical conditions if the team member requests such an accommodation. However, the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company's program, enterprise or business.

Accommodations may include, but are not limited to:

1. Making existing facilities readily accessible and usable;
2. Providing scheduled and more frequent or longer compensated break periods;
3. Providing more frequent bathroom breaks;
4. Providing a private place, other than a bathroom stall, for the purpose of expressing breast milk;
5. Modifying food or drink policy;
6. Providing seating or allowing the team member to sit more frequently if the job requires the team member to stand;
7. Providing assistance with manual labor and limits on lifting;
8. Temporarily transferring the team member to a less strenuous or hazardous vacant position, if qualified;
9. Providing job restructuring or light duty, if available;
10. Acquiring or modifying equipment or devices necessary for performing essential job functions; or
11. Modifying work schedules.

Team members also may be entitled to pregnancy leave as described in the Pregnancy Leave policy.

Team members who would like an accommodation should contact the Area Director. Upon request for an accommodation, the Company will engage in a timely, good faith, interactive process with team members to determine effective reasonable accommodations.

The Company will not deny employment opportunities or take adverse action against team members based on pregnancy, childbirth, or related medical conditions with respect to the terms, conditions or privileges of employment or for requesting or accepting a reasonable accommodation.

Team members with questions or concerns regarding this policy should contact the Area Director.

### 10-2. Bone Marrow Donation Leave

Team members are entitled to up to 40 hours of paid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided.

### 10-3. Pregnancy Leave

Team members are entitled to an unpaid leave of absence of up to six (6) weeks for any normal pregnancy, childbirth or related medical conditions. Team members who are disabled by pregnancy, childbirth or related medical conditions may take up to four (4) months of unpaid leave.

Team members are required to provide reasonable notice of the date on which leave will commence and the estimated duration of the leave. In addition, the Company may require verification of disability.

Team members may use any accrued paid time off they have available during the otherwise unpaid leave. Leave taken under this policy runs concurrently with any other leave provided by the Company.

For additional information on this leave, please contact the Area Director.

### 10-4. School and Day Care Conf. and Activities Leave

Trident Holdings LLC will grant team members who are parents or guardians of school-age children up to 16 hours of unpaid leave during any 12-month period to observe or participate in conferences or classroom activities related to the team member's dependent children for whom the team member is the legal guardian that are conducted at the child's school or day care center, if such activities cannot reasonably be scheduled during the nonwork hours of the team member. The team member must provide reasonable prior notice of the leave and must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Team members may use accrued paid time off for this purpose.

## Section 11 - Mississippi Addendum

### 11-1. Mississippi Lactation Accommodation

The company prohibits discrimination towards breastfeeding mothers who use lawful break time to express milk.

## Section 12 - Tennessee Addendum

### 12-1. Pregnancy Accommodations

In compliance with Tennessee Pregnant Workers Fairness Act, Trident Holdings LLC will make reasonable accommodations for medical needs arising from pregnancy, childbirth or related medical conditions of an applicant for employment or an team member, unless the accommodation would impose an undue hardship on business operations.

The Company will not take adverse action against team members in terms, conditions or privileges of employment for requesting or using a reasonable accommodation to the known limitations for medical needs arising from pregnancy, childbirth or related conditions, including, but not limited to, counting an absence related to pregnancy under the attendance policy. The Company will not require team members to take leave if another reasonable accommodation can be provided to the known limitations for medical needs arising from pregnancy, childbirth or related conditions.

Reasonable accommodations include but are not limited to:

1. making existing facilities used by team members readily accessible and usable;
2. providing more frequent, longer or flexible breaks;
3. modifying food or drink policy;
4. providing modified seating or allowing team members to sit more frequently if the job requires standing;
5. providing assistance with manual labor and limits on lifting;
6. authorizing a temporary transfer to a vacant position;
7. providing job restructuring or light duty, if available;
8. acquiring or modifying equipment, devices or work stations;
9. modifying work schedules;
10. allowing flexible scheduling for prenatal visits; and
11. providing a private place, other than a bathroom stall, for the purpose of expressing milk.

The Company reserves the right, to the maximum extent permitted by applicable law, to request medical certification from a healthcare professional if an individual is requesting a reasonable accommodation related to temporary transfer to a vacant position, job restructuring, light duty or accommodations that require time away from work. The Company will engage in an interactive process with the individual to determine if a reasonable accommodation can be provided, absent undue hardship, while the individual is making a good faith effort to obtain the medical certification. The Company will not take adverse action against team members related to their need for accommodation while they are engaging in good faith efforts to obtain medical certification.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to the Area Director.

## 12-2. Abusive Conduct Prevention

At Trident Holdings LLC all team members have the right to be treated with dignity and respect. Trident Holdings LLC does not tolerate and prohibits abusive conduct in the workplace. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions.

### **Abusive Conduct Defined**

Abusive conduct is defined under this policy as acts or omissions that would cause a reasonable person, based on the severity, nature and frequency of the conduct, to believe that the team member was subject to an abusive work environment, which can include but is not limited to:

- repeated verbal abuse in the workplace, including derogatory remarks, insults and epithets;
- verbal, nonverbal or physical conduct of a threatening, abusive, violent, intimidating or humiliating nature in the workplace; or
- the sabotage or undermining of the team member's work performance in the workplace.

Abusive conduct does not include:

- disciplinary procedures in accordance with adopted Company policies;
- routine coaching and counseling, including feedback about and correction of work performance;
- reasonable work assignments, including shift, post and overtime assignments;
- individual differences in styles of personal expression;
- passionate, loud expression with no intent to harm others;
- differences of opinion on work-related concerns; and
- the non-abusive exercise of managerial prerogative.

### **Reporting Procedures**

If team members believe someone has violated this policy, they should promptly bring the matter to the immediate attention of the Area Director. Every supervisor who learns of any team member's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to the Area Director.

### **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct an investigation into the facts and circumstances of any claim of a violation of this policy. Team members who file complaints will not suffer negative consequences for reporting others for inappropriate behavior. To the extent possible, the Company will endeavor to keep confidential each party involved in the investigation. However, complete confidentiality may not be possible in all circumstances. Team members are required to cooperate in all investigations conducted pursuant to this policy. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination.

## **Retaliation**

The Company will not tolerate retaliation, including any act of reprisal, interference, restraint, penalty, discrimination, intimidation or harassment against an individual or individuals exercising their rights under this policy.

Team members with questions or concerns regarding this policy should contact the Area Director.

## **12-3. Parental Leave**

Full-time team members with at least 12 consecutive months of service as a full-time team member are entitled to unpaid Parental Leave of up to four (4) months in the event of pregnancy, childbirth, nursing the infant and adoption in accordance with Tennessee Code section 4-21-408. With respect to adoptions, the leave period begins when the team member receives custody.

In order to qualify for Parental Leave, advance notice to Trident Holdings LLC generally is required. Trident Holdings LLC must be notified of: the anticipated date of departure for leave, the length of the leave and the intended date of return to full-time employment. Team members who provide three (3) months' notice will be reinstated to the same or similar position after returning from leave. Team members also are eligible for reinstatement and do not forfeit their rights and benefits if they are prevented from giving three (3) months' notice due to a medical emergency or because they received notice of the adoption fewer than three (3) months in advance. In these situations, team members should provide as much advance notice as possible.

If the team member's job is so unique that the Company cannot, after reasonable efforts, fill that position temporarily, then reinstatement is not guaranteed and the team member will be notified.

Leave runs concurrently with any other leave provided by the Company to the extent permitted by applicable law. Team members may substitute accrued paid time-off for the unpaid Parental Leave, but this substitution does not extend the length of the leave.

If team members have any questions regarding this policy, they should contact the Area Director.

## Section 13 - Virginia Addendum

### 13-1. Pregnancy Accommodations

In compliance with Virginia law, Trident Holdings LLC will provide reasonable accommodation to the known limitations of a person related to pregnancy, childbirth, or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not:

- Take adverse action against individuals who request or use a reasonable accommodation pursuant to this policy, including failure to reinstate any such team member to their previous position or an equivalent position with equivalent pay, seniority, and other benefits when the need for a reasonable accommodation ceases;
- Deny employment or promotion opportunities to an otherwise qualified individual because the Company will be required to make reasonable accommodation to the known limitations of such individual related to pregnancy, childbirth, or related medical conditions; or
- Require team members to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or related medical conditions.

The Company will endeavor to engage in a timely, good faith interactive process with team members who request an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

#### **Reasonable Accommodations**

Reasonable accommodations may include, but are not limited to:

1. More frequent or longer bathroom breaks;
2. Breaks to express breast milk;
3. Access to a private location other than a bathroom for the expression of breast milk;
4. Acquisition or modification of equipment or access to or modification of team member's seating;
5. A temporary transfer to a less strenuous or hazardous position;
6. Assistance with manual labor;
7. Job restructuring;
8. A modified work schedule;
9. Light duty assignments; and
10. Leave to recover from childbirth.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to the Area Director.

## 13-2. Reasonable Accommodation for Persons with Disabilities

### Reasonable Accommodation For Persons With Disabilities

In accordance with the Virginia Human Rights Act (the "Act"), team members have the right to reasonable accommodations for disabilities and to be free from unlawful discriminatory practices based on disability.

Under the Act, the Company may not:

- refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist such person in performing a particular job, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company;
- take adverse action against an team member who requests or uses a reasonable accommodation pursuant to this section;
- deny employment or promotion opportunities to an otherwise qualified applicant or team member because the Company will be required to make reasonable accommodation for a person with a disability;
- require an team member to take leave if another reasonable accommodation can be provided to the known limitations related to the disability; or
- fail to engage in a timely, good faith interactive process with an team member who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

In determining whether an accommodation would constitute an undue hardship upon the Company, the following will be considered:

- hardship on the conduct of the Company's business, considering the nature of the Company's operation, including composition and structure of the Company's workforce;
- size of the facility where employment occurs;
- the nature and cost of the accommodations needed, taking into account alternative sources of funding or technical assistance available by way of the vocational services offered by the state Department for Aging and Rehabilitative Services;
- the possibility that the same accommodations may be used by other prospective team members; and
- safety and health considerations of the person with a disability, other team members and the public.

If team members have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact the Area Director.

## General Handbook Acknowledgment

This Team member Handbook is an important document intended to help team members become acquainted with Trident Holdings LLC. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

**I have received and read a copy of Trident Holdings LLC's Team members Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Trident Holdings LLC other than the Director of Operations may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Team member Handbook.**

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## Receipt of Non-Harassment Policy

It is Trident Holdings LLC's policy to prohibit intentional and unintentional harassment or discrimination of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Trident Holdings LLC.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one discriminates against or harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### Discrimination Defined

Discrimination in the workplace means treating a job applicant or Team Member differently on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Discriminating against anyone at work because they belong to a protected class violates the law.

Examples of conduct that violate this policy:

- . Epithets;
- . Slurs;

- . Negative stereotyping;
- . Degrading comments;
- . Threatening, intimidating, or hostile acts (even if claimed to be "jokes" and even if not directed at a particular individual) which relate to actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics").
- . Written or graphic material which makes fun of, belittles, or shows hostility or dislike toward an individual or group because of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics") which is displayed, shown, or circulated in the workplace.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to the Area Director. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact the Director of Operations. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

To make a comment or complaint, employees may also call the Employee toll free Complaint line at 1-877-557-7419

**Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

**Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand Trident Holdings LLC's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.