



MAMMOTH HOLDINGS

TEAM MEMBER HANDBOOK

ACKNOWLEDGMENT OF TEAM MEMBER HANDBOOK AND AT-WILL EMPLOYMENT

By my signature below, I acknowledge receipt of the Team member Handbook of Mammoth Holdings (collectively "Company"). I UNDERSTAND THAT I AM AN AT-WILL TEAM MEMBER AND NOTHING IN THE TEAM MEMBER HANDBOOK OR OTHER DOCUMENTS SHALL BE CONSTRUED TO CHANGE MY AT-WILL STATUS OR OTHERWISE CREATE ANY TYPE OF CONTRACTUAL RIGHT. I understand that, due to the nature of the Company's operations and variations necessary to accommodate team member situations, the policies set out in this Handbook may not apply to every team member or to me in every situation. I agree that the Company may modify these or other policies relating to employment matters from time to time as it considers necessary in its sole discretion either in team member, facility-wide, or Company-wide situations without notice to me. I agree that these policies and procedures are to be interpreted and applied by the Company at its sole discretion, whose decisions in this regard will be final. I agree that, in the absence of an express written contract, my employment at the Company is for an indefinite term and terminable at the will of either myself or the Company for any lawful reason, at any time. My status as an "at-will" team member can be altered only by a written contract specific as to all material terms and signed by the CEO of the Company or Chief People Officer and me.

AGREEMENT TO ARBITRATE

By my signature below, Mammoth Holdings (collectively "Company") and I agree to the final and binding resolution by arbitration of any claim (including, but not limited to, a claim for wages or other compensation, civil rights or whistleblower violations [including discrimination, harassment and retaliation], breach of contract, state tort claims, claims for attorney's fees, interpretation and enforceability of this Agreement and any other claim for violation of any federal, state or local law), whether or not arising out of my employment or the end of my employment and regardless of whether the claim is based on acts or omissions that take place before or after I execute this Agreement, that I may have against the Company or any of its parents, subsidiaries, or other related entities, and their predecessors or successors, or its or their officers, directors, shareholders, owners, investors, administrators, team members, or agents, in their capacity as such or otherwise; and any such claim that the Company may have against me, except nothing in this Agreement to Arbitrate should be construed to require the arbitration of a claim (or the arbitration of a claim in a particular capacity) that cannot be compelled to arbitration (or cannot be subject to a class or collective action waiver within the arbitration setting) pursuant to applicable federal law and, furthermore, claims that I may have for workers' compensation or unemployment compensation benefits are not covered by this Agreement (excluding claims for workers' compensation retaliation or unemployment compensation retaliation, which are covered by this Agreement). Additionally, this Agreement does not preclude Team member from filing an administrative charge or complaint with, or communicating in any way with, the EEOC, NLRB, or any other federal, state, or local agency or official. Any such arbitration shall be held in the county and state in which I am or was employed by the Company, unless otherwise agreed to by the parties, or an alternative venue, if ordered by the Arbitrator. Any arbitration pursuant to this Agreement shall be conducted by Henning Mediation & Arbitration Service, Inc. (hereinafter "Henning") or JAMS or American Arbitration Association (but only if Henning is unable to serve as neutral or if the parties otherwise mutually agree in writing to use JAMS or AAA) and such arbitration shall be conducted according to the selected arbitration service's rules that apply to employment disputes. The Company is responsible for paying any filing fee and the fees and costs of the Arbitration and Arbitrator; provided, however, that, if I initiate the claim, I will contribute an amount equal to the then-current filing fee in the state court in the county in which I am/was employed. The Company and I agree that any claims brought by me or the Company shall only be in an individual capacity and neither I nor the Company can bring claims as a class member in any purported class, collective or representative proceeding, including actions brought pursuant to Fed. R. Civ. P. 23, 29 U.S.C. 216 or any analogous state class action procedure. An Arbitrator will be selected from a list of seven (7) qualified and impartial arbitrators provided by the arbitration service and the parties alternately shall strike names until only one name remains. The Arbitrator shall afford the parties adequate discovery, including deposition and third-party discovery, taking into account the shared desire for a speedy, cost-effective dispute-resolution mechanism. Except as provided in this Agreement, the Federal Arbitration Act, 9 U.S.C. § 1, et seq., (FAA) shall govern this Agreement. To the extent the FAA does not apply, Georgia law governs this Agreement. This Agreement supersedes any prior or contemporaneous agreement regarding arbitration of claims, is a binding contractual agreement between me and the Company, shall survive the termination of my employment, and may only be revoked or modified in a written document which expressly refers to the "Agreement to Arbitrate" and is signed by both me and the CEO of the Company. If any term or provision of this Agreement shall be determined by to be unenforceable, the remainder of this Agreement shall not be affected thereby and each determined provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Receipt of *Team member Handbook* Acknowledged and *Agreement to Arbitrate* Agreed to by:

Team member Name: _____

Date: _____

Team member Signature: _____

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SECTION 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1 A Word About This Handbook

Purpose

We have created this Handbook to convey the Company's expectations to our workforce. It is not intended to be a complete recitation of every expectation the Company has for its team members and does not represent a guarantee that the Company will always act a certain way in interpreting its policies, but it is intended to provide helpful information that team members should be aware of and understand in performing their duties. Team members should understand that the Company is not promising that these policies will always stay the same as the Company reserves the right to change or cease application of any Handbook policies. The Company will make every effort to notify team members when an official change in policy or procedure has been made, but it cannot guarantee such advanced notice and team members are responsible for their own up-to-date knowledge about Company policies, procedures, benefits, and working conditions. Since we operate in multiple states, we cannot list every situation where state and local laws and regulations may differ from those listed in this Handbook, but any practice or policy of the Company will be applied consistent with all applicable laws and regulations.

In addition, nothing in this Handbook should be interpreted in a manner that unlawfully prohibits the right of team members to discuss the terms and conditions of employment with other team members or otherwise to engage in protected concerted activity under the National Labor Relations Act ("NLRA"). The Company respects the Section 7 rights of team members and has and always will comply fully with its obligations under the NLRA, and the Company emphasizes that the policies in this Handbook and any other Company policy do not intend to cover conduct engaged in by team members that is protected by the NLRA.

When referring to Mammoth Holdings in this Handbook, it is intended that this term includes the entities owned and managed by Mammoth, including its subsidiaries.

Employment-At-Will

Nothing contained in this Handbook is intended to create, comprise, or define, nor should it be construed to constitute, any type of oral or written employment contract, promise, or guarantee, express or implied, between the Company and any one or all of its team members. Nothing in the Handbook is intended to provide any assurance of continued employment or any guaranty of continuity of benefits or rights. YOU UNDERSTAND THAT YOU ARE AN AT-WILL TEAM MEMBER AND NOTHING IN THE TEAM MEMBER HANDBOOK OR OTHER DOCUMENTS SHALL BE CONSTRUED TO CHANGE YOUR AT-WILL STATUS OR OTHERWISE CREATE ANY TYPE OF CONTRACTUAL RIGHT.

Any salary figures provided to a team member in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time. Further, in the absence of a specific agreement to the contrary, authorized in writing by the CEO or Chief People Officer, employment with and compensation from the Company are for no definite period of time and may be terminated by the Company or the team member at any time, for any reason, with or without cause, and with or without notice. Any written or oral statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by prospective or existing team members.

1-2 Mission, Vision, Values

Mission

Mammoth Holdings exists to create a positive, fast, friendly and clean environment for customers, and to partner with team members in order to help them grow and achieve their personal and professional goals.

Vision

Mammoth Holdings is a pioneer in changing the traditional car wash business model from pay-as-you-go to a subscription service.

Values

- One Team - Understand that we have a shared fate and succeed or fail together.
- Do Right - It is never the wrong time to do the right thing.
- Be Respectful, Reliable, Mindful and Empathetic - We listen to each other and customers in understanding their needs.
- Build Loyalty and Engagement - Create the "only place I want to wash" car wash experience and working environment.
- Be Proud - Pride ourselves in the cleanliness of our facilities and quality of our services.
- Sense of Urgency - With competent execution, do everything fast paced!

1-3 Equal Employment Opportunity

Mammoth Holdings is an Equal Opportunity Employer that does not discriminate on the basis of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, disability, genetic information, or other protected group status as provided by applicable federal, state or local law. This Policy applies to all aspects of employment, including, but not limited to, recruitment, hiring, promotion, demotion, transfer, lay-off, recall, discipline, termination, compensation, and benefits. Improper conduct also consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes

conduct by someone to another of the same gender. We prohibit unlawful conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. No one, including any supervisor, has authority to engage in such conduct.

If you feel you have been subject to the type of conduct prohibited by this Policy, you must report this conduct in accordance with the Company's Team Member Complaint Procedure, which is contained in this Handbook. You should report any improper conduct before it becomes severe or pervasive and should not wait until it rises to the level of an unlawful action.

Americans with Disabilities Act

It is our policy to provide equal employment opportunity to applicants and team members with covered disabilities under the Americans with Disabilities Act of 1990, as amended, ("ADA") or other applicable law. This Policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, we will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. However, we are not required to provide an accommodation if doing so would cause an undue hardship to the Company or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. The responsibility for seeking a reasonable accommodation begins with the team member or applicant. To request an accommodation, an individual must submit a written request for an accommodation to the Human Resources Department (hr@mammothholdings.com).

Upon receiving a request for accommodation, we will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, we may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, we will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of our decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided or who otherwise feels

he or she has been discriminated against on account of a disability must follow the Company's Team Member Complaint Procedure, which is contained in this Handbook.

Religious Accommodations

The Company respects the sincerely held religious beliefs and practices of all team members and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business. An team member whose religious beliefs or practices conflicts with his or her job, work schedule, or with the Company's policy or practice on dress and appearance or with other aspects of employment and who seeks a religious accommodation must submit a written request for an accommodation to the Human Resources Department (hr@mammothholdings.com) Upon receiving a request for accommodation, we will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. Failure to provide required information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Any individual believing that a reasonable accommodation has not been provided or who otherwise feels he or she has been discriminated against on account of a religious belief or practice must follow the Company's Team Member Complaint Procedure, which is contained in this Handbook.

Compliance with the Genetic Information Nondiscrimination Act (GINA)

It is a violation of Company policy to discriminate, harass, or retaliate against a team member or an applicant on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. The Company does not use genetic information to make employment decisions. It is a violation of this policy to ask for or obtain genetic information about an applicant or a team member, unless specifically authorized by law. In those circumstances where genetic information is maintained, it will be retained in a confidential manner and in a separate medical file so as to prevent unlawful disclosure.

1-4 Non-Harassment

Sexual Harassment

Unlawful harassment based on an individual's sex is prohibited, whether by another team member, contractor, vendor or customer. Unlawful harassment can take many forms. For instance, unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct can constitute sex-based harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive

comments; jokes about gender-specific traits; gender-specific foul or obscene language or gestures; displays of foul, obscene, or sexual material; sexually related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body. An individual who feels he or she has witnessed or been subject to harassment must follow the Company's Team Member Complaint Procedure, which is contained in this Handbook.

Prohibition of Other Types of Discriminatory Harassment

It also is against Company policy for an team member, contractor, vendor or customer to engage in verbal or physical conduct towards a team member that denigrates or shows hostility or aversion towards that team member because of his or her race, color, religion, age, national origin, disability, genetic information, or other protected status (or status of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment: (2) has the purpose or effect of unreasonably interfering with an individual's work performance: or (3) otherwise adversely affects an individual's employment opportunities. An individual who feels he or she has witnessed or been subject to harassment must follow the Company's Team Member Complaint Procedure, which is contained in this Handbook.

1-5 Team Member Complaint Procedure

All team members should help to assure that we avoid any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) violation of any policy of the Company or policy in this Handbook, (6) failure to pay overtime or other violation of the FLSA or wage payment laws, or (7) other unlawful or inappropriate conduct by anyone, including team members, supervisors, coworkers, contractors, subcontractors, vendors, clients, visitors, customers, or agents, you are to notify immediately (preferably in writing within 24 hours) the Human Resources Department (preferably via email - hr@mammothholdings.com). If you are not contacted promptly about your complaint or are not satisfied with the response after reporting your complaint to the Human Resources Department, you are to file it directly with the Chief People Officer of the Company. If you are not contacted promptly about your complaint or are not satisfied with the response by the Chief People Officer, you are to send notification of your complaint in writing by *certified* mail to the CEO of the Company. Please understand that it is very important that team members follow this complaint procedure to report unlawful or inappropriate conduct to the Company.

To the extent practicable and appropriate, we will keep any complaint and the terms of its resolution confidential. We will take corrective action as we determine is appropriate, including such discipline up to and including immediate termination of employment. You will be notified as to the outcome of your complaint. We prohibit unlawful retaliation against anyone who has made a complaint or provides information related to a complaint.

We recognize that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation.

1-6 Drug and Alcohol Policy

No team member shall work, report to work, be present on Company premises or in Company vehicles, or engage in Company activities while under the influence of alcohol or controlled substances. The unlawful manufacture, distribution, dispensation, possession, sale, or use of alcohol or controlled substances while employed with the Company is also strictly prohibited. Any violation of this Policy may result in disciplinary action up to and including discharge.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this Policy, including, but not limited to, the inspection of team members' personal property in certain circumstances, as well as Company-issued lockers, desks, or other suspected areas of concealment.

Legally prescribed medications/drugs may be taken during working hours, but working while under the influence of prescription or over-the-counter drugs (or another substance) is not allowed to the extent that such use, influence, or presence in the body may affect the safety of team members, customers and/or members of the public, the team member's job performance, or safe and efficient operations. Team members should notify their supervisors if the use of prescribed medications/drugs may affect the safety of team members, customers and/or members of the public, the team member's job performance, or safe and efficient operations. Abuse of prescription medications/drugs will not be tolerated.

The Company may conduct pre-employment screening examinations designed to prevent the hiring of individuals who use illegal drugs. The Company also may conduct drug and alcohol testing if and when there is reasonable cause to suspect a team member is under the influence of drugs and/or alcohol while on Company property. Additionally, the Company reserves the right to conduct unannounced substance abuse tests to ensure compliance with this Policy, and your continued employment reflects your consent to such tests. Furthermore, the Company reserves the right to conduct drug and alcohol testing of an team member who is involved in a work-related accident where 1) the Company determines that team member drug or alcohol use is likely to have contributed to the incident and for which the test can accurately identify impairment caused by drug or alcohol use, or 2) where such testing otherwise is permitted under an applicable state or federal law or regulation. A team member's refusal to submit to the test at the time requested may result in disciplinary action up to and including termination. If, due to injuries, the team member cannot submit to testing within the prescribed time, the team member will provide the Company with necessary authorization required to obtain hospital reports and other documents that would indicate the presence or non-presence of any drugs and/or alcohol in the team member's system at the time of the accident.

Company, customer, or supplier-sponsored activities that may include the service of alcoholic beverages are not prohibited under this Policy. However, all team members are viewed as representatives of the Company, whether at work or participating in these events. The Company expects that such consumption will be in moderation so as not to reflect negatively on the Company's professional reputation. A team member should not operate a motor vehicle or otherwise engage in any hazardous activity if the alcohol consumed would impair their ability to safely perform those functions. Full compliance with this Policy is a condition of employment and continued employment.

NOTE: To the extent state law prescribes or limits any of the above types of testing, the Company will implement this policy in accordance with such state law. For instance, if an applicable state or local law prohibits post-accident testing for certain team members or prohibits a certain type of testing unless certain circumstances are present, the Company will comply with that law in administering this Policy.

1-7 Workplace Violence

Mammoth Holdings 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. 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. To the extent permitted by law, team members and visitors are prohibited from carrying weapons onto Company premises.

All team members are responsible for refraining from making threats, engaging in threatening behavior, acts of violence, or related disruptive conduct and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this Policy, you are to follow the Company's Team Member Complaint Procedure, which is contained in this Handbook.

1-8 Immigration Compliance

The Company employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with all applicable federal and state laws. Further, this Company may utilize E-Verify in order to certify the work eligibility of its team members. E-Verify is an Internet-based system operated by Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired team members. E-Verify works by electronically comparing the information on an team member's Form 1-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired team member.

1-9 Tip Credit Notice

An employer is required under applicable federal and state law to pay minimum wage to its team members, which is \$7.25 per hour under federal law as of the date of your signature on this statement. Employers are permitted under federal law to pay less than the minimum wage to tipped team members by utilizing a tip credit as a credit against the minimum wage. 29 U.S.C. § 203(m)(1). Pursuant to this provision, employers pay tipped team members a cash wage of \$2.13 per hour and claim an additional amount as a tip credit, which cannot exceed \$5.12 per hour (the difference between the current minimum wage of \$7.25 and the minimum required cash wage of \$2.13). If a team member's tips combined with the team member's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. The tip credit claimed by the employer may not exceed the value of the tips actually received by you. All tips received by tipped team members are to be retained by the tipped team members except for a valid tip pooling arrangement limited to team members who customarily and regularly receive tips.

Under the Department of Labor's new final rule effective November 23, 2021, managers and supervisors (who are prohibited from retaining tips earned by other team members) are permitted to retain tips that they receive directly from customers based on the service that the manager or supervisor directly and solely provides. Managers and supervisors can contribute such tips to tip pools; however, they remain prohibited from receiving distributions from the tip pool. The tip credit will not apply to any tipped team member unless the team member has been informed of these tip credit provisions. This statement serves as notice to you of the tip credit when you are working as a tipped team member.

Team members should understand that, if applicable state or local law prohibits the use of the tip credit or requires a different application of the tip credit (such as a higher amount of cash wage from the employer), then the Company will comply with any such law in administering this policy.

Addendum for Florida Team members

Florida's hourly minimum wage rate is currently \$11.00 effective September 30, 2022. The minimum wage will increase by \$1.00 each year on the 30th of September until it reaches \$15.00 an hour in 2026. The minimum wage rate applies to all public and private sector employers, regardless of size or number of team members. Thus, the minimum cash wage rate by employers for eligible tipped team members is as follows:

Tip Credit:

September 30, 2022 — \$7.98 per hour plus tips
September 30, 2024 — \$9.98 per hour plus tips
September 30, 2026 — \$11.98 per hour plus tips

September 30, 2023 — \$8.98 per hour plus tips
September 30, 2025 — \$10.98 per hour plus tips

SECTION 2 - OPERATIONAL POLICIES

2-1 Team Member Classifications

For purposes of this handbook, all 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.

Team members who regularly work at least 30 or more hours per week who were not hired on a short-term basis are eligible for health insurance 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. Exempt salaried team members receive a salary and do not receive overtime pay. Please understand that an team member's salary is paid to compensate for all work of every amount and kind that the team member performs in performing the job and that the salary does not represent compensation only for the expected, regular, scheduled, average, normal or typical amount or kind of work done for the Company. The team member will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

Since all team members are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time and you remain an at-will employment. It also is important for all team members to understand that no team member is guaranteed any certain number of hours per week or a particular schedule; and team members may be shifted from part-time to full-time or vice versa and the Company specifically reserves the right to make changes to team members hours and schedule without any advance notice or consent by the team member.

2-2 Your Employment Records

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

Team members should keep the Company up to date with their personal information by making changes within the Paylocity self-service option or informing the Human Resources Department (hr@mammothholdings.com) of any changes. Team members also should update their profile in Paylocity or inform the Human Resources Department of any specialized training or skills they acquire, as well as 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

Mammoth Holdings locations are typically open for business from 8:00 am to 8:00 pm, Monday through Sunday. Times are subject to variation based on location, weather and other factors. During non-peak times of the year, Mammoth Holdings reserves the right to shorten the hours of operation without advance notice.

Hourly team members are asked to give Managers their schedule availability at least ten (10) days prior to the work schedule being assigned by the Manager. The team member will be assigned a work schedule and will be expected to begin and end work according to the schedule. Team members are not guaranteed hours and should be able to adjust schedule as needed by Managers.

Exempt team members are expected to work a 45 hour work week over five (5) days. Additionally, location managers are expected to work Saturdays and at least one (1) closing shift during the work week.

Team members will be provided meal and rest periods as required by law. For more information on this Company policy, please see Breaks and Meals.

2-4 Timekeeping Procedures

Team members must record their actual time worked for payroll and benefit purposes. Non-exempt team members must record the time they begin and end work, as well as the beginning and ending time of any departure from work for any non-work-related reason. Non-exempt team members may not start work until their scheduled starting time. If a non-exempt team member is asked or instructed by anyone in the Company to perform work "off the clock," (in other words, perform work without reporting it on the time system) you are directed to refuse and should record your work time using the standard time recording system. Also, if you are asked to work "off the clock," you should immediately

report the situation by utilizing the Company's Team Member Complaint Procedure. Finally, if you contend you have not been paid time for all hours worked, including any hours worked over 40 in a workweek, please notify the Company by using the Company's Team Member Complaint Procedure.

It is the team member's responsibility to clock-in and clock-out correctly. Any errors in team member's hours must be submitted to a Supervisor prior to payroll submission each week. 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 and report full days of absence from work for reasons such as leaves of absence, sickness or personal business.

2-5 Overtime

Like most companies, Mammoth Holdings experiences periods of extremely high activity. During these busy periods, additional work is required from everyone. Supervisors are responsible for monitoring business activity and requesting overtime work for teams if necessary. Effort will be made to provide team members with adequate advance notice in such situations. Any non-exempt team member who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law. Team members may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Monday and ends at 12 a.m. on the following Monday.

It is Mammoth Holdings' policy and practice to accurately compensate exempt 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 Mammoth Holdings. 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, the salary will be a predetermined amount that will not be subject to deductions unless such deductions are permitted by applicable federal, state and local law.

Unless state law requires otherwise, your 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, life or other ancillary insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) plan. 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 Human Resources Department (hr@mammothholdings.com). In the event it is determined that an improper deduction was made or that an employee was not paid any overtime due, the Company will reimburse the employee.

2-6 Your Paycheck

The team member will be paid weekly for time worked during the previous pay period. Payroll stubs itemize deductions made from gross earnings. By law, the Company 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 for those non-exempt team members who receive overtime pay.

If there is an error in a team member's pay, the team member should bring the matter to the attention of the Payroll Department (payroll@mammothholdings.com) immediately so the Company can resolve the matter quickly and amicably. All errors in paychecks must be resolved by the Payroll or Human Resources Department.

2-7 Direct Deposit

All team members are encouraged to enroll in direct deposit during the onboarding process. Any direct deposit updates should be made utilizing the Paylocity self-service option and must be approved by the Payroll/HR department before the effective date.

2-8 Pay Advances

Mammoth Holdings does not permit advances on paychecks or Paid Time Off (PTO).

2-9 Performance Review

Depending on the team member's position and classification, Mammoth Holdings endeavors to review performance annually. 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 formal performance evaluations, the Company encourages team members and managers to discuss job performance on a frequent and ongoing basis.

2-10 Record Retention

Mammoth Holdings 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 Chief People Officer and CEO to inform them of potential or actual litigation, external audit, investigation or similar proceedings involving the Company that may have an impact on record retention protocols within 48 hours of receipt.

2-11 Job Postings

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

- Should be a current, regular, full-time or part-time team member
- Maintain a performance rating of satisfactory or above
- Should not be on a team member conduct/performance-related probation or warning
- Must meet the job qualifications listed on the job posting
- Provide the team member's manager with notice prior to applying for the position

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

Nothing herein should be construed to require the Company to post a position internally before filling it.

2-12 Employment Applications

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the applicant from further consideration for employment or, if the person has been hired, disciplinary action, up to and including termination of employment.

SECTION 3 – BENEFITS

3-1 Benefits Overview

In addition to good working conditions and competitive pay, it is Mammoth Holdings' policy to provide an assortment of competitive benefits to all eligible team members. These benefits include insurance, 401-k retirement plan, Paid Time Off (PTO), holidays, and other plan benefits. We are constantly evaluating our benefits and policies to better meet present and future requirements.

The next few pages contain a brief outline of the benefits programs Mammoth Holdings 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 through the Paylocity Bswift portal or upon request from the Human Resources Department. 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, Mammoth Holdings (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 Benefits Department (benefits@mammothholdings.com).

3-2 Paid Time Off (PTO)

The purpose of Paid Time Off is to provide team members with flexible paid time off from work that can be used for such needs as vacation, personal, or family illness, doctor appointments, school, volunteerism, and other activities of the team member's choice. The company's goal is to recognize the importance of providing personal time for our team members while reducing unscheduled absences across the organization. Both hourly and salary full-time team members are eligible for paid time off (PTO).

Accrual of PTO begins upon date of hire or when a team member is converted to full time status. PTO is not available for use until first of the month after 60 days of employment.

Use of PTO must be approved by the team member's manager. It is the general policy of Mammoth Holdings to approve requests for PTO, unless there are extenuating circumstances. PTO is approved on a first come, first served basis.

If a team member wishes to use three (3) or more full days of paid time off consecutively for a foreseeable or planned absence, the team member must submit a request to his or her manager at least two (2) weeks in advance of the requested time off. Similar notice should be provided for foreseeable or planned time off of shorter duration as well. Every effort will be made to grant requests, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Certain blackout periods for requesting off may apply region specific.

If a team member will be out of work due to illness or due any other emergency for which advanced notice under the above paragraph could not be provided, the team member must call in and notify their manager as early as possible, but absolutely no later than two (2) hours before the start of the team member's work shift (unless there are reasonable extenuating circumstances that prevented such notice).

All accrued PTO is managed and recorded within the Human Resources Information System. Any team member that has questions as to the amount of accrued PTO remaining should access their balance through the Paylocity self-service portal or contact the Payroll Department via e-mail at Payroll@mammothholdings.com.

Team Members may not "borrow" future or unaccrued PTO. Payment in lieu of PTO is not available.

Unless otherwise required by applicable law, team members will not be paid for any unused accrued PTO leave benefits upon the end of employment. Team members who voluntarily resign from their employment may receive pay for unused, accrued PTO leave benefits if they provide two weeks notice prior to the last day of work and depart on good terms, as determined in the sole discretion of the Company.

PTO accrual schedules are defined in the "PTO Guidelines" available to view in the company document library within Paylocity or Team Portal.

3-3 Lactation Breaks

Mammoth Holdings will provide a reasonable amount of break time to accommodate team members desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The

break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot 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 a designated private room for this purpose. This location may be the team member's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law.

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.

If any state, local, or other applicable law provides additional protections for nursing mothers, the Company will comply with such law.

3-4 Workers' Compensation

If a team member suffers an injury or illness that was caused at work or that the team member believes resulted from their job, the team member must report it to their supervisor and the safety department within a reasonable time after the team member realizes they have suffered the injury or hours illness, which typically (unless exceptional circumstances are present) should be no later than the beginning of the team member's next working shift following discovery of the illness or injury and before engaging in any additional work. We ask for your assistance in alerting management to any condition that could lead or contribute to a team member accident.

3-5 Holidays

Mammoth Holdings recognizes specific holidays as designated annually in the company Holiday Guidelines on the Mammoth Team Portal. If lawfully applicable by state, the holiday schedule will be posted in a prominent place for team members to view at the location.

The Company reserves the right to modify its holiday schedule. Hours of operation may be modified at management's discretion surrounding a holiday. To the extent that an applicable state law requires holiday pay, the Company will comply with any such applicable law.

3-6 Jury Duty

Mammoth Holdings 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 to the extent required by 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.

3-7 Bereavement Leave

We know the death of a family member is a time when team members wish to be with their families. If the team member is full-time and loses a Close Relative, the team member will be allowed paid time off up to three (3) days (which must be taken as consecutive days) after the day of passing to assist in attending to obligations and commitments. For the purposes of this policy, a Close Relative includes a spouse, domestic partner, child, stepchild, parent, step-parent, sibling (including step-brothers and step-sisters), grandparent or any other family relation required by applicable law. Team members must inform their manager prior to commencing bereavement leave. The Company reserves the right to deny any request based on operational and staffing needs and further reserves the right to require a team member to document the death of a family member.

3-8 Voting Leave

In the event a team member does not have sufficient time outside of working hours to vote in a federal or 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. Your manager should be notified at least two days prior to the voting day to accommodate scheduling.

3-9 Insurance Programs

Full-time team members may participate in the Company's insurance programs that apply to each team member based on whether the team member is paid on an hourly or salary basis.

Your rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and your benefits are effective only if you are eligible for the benefit (including any insurance) and remain covered or

insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the Company without the consent, notice to or concurrence of any person covered or insured thereunder. Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information.

The Company reserves the right to amend, suspend, modify, or terminate these benefits at any time and for any reason. No agent or person, except the CEO of the Company in writing, has authority to contravene the terms of this Policy, including waiving any condition or restriction of any benefit plan, extending the time for making a payment, or binding the Company by making any promise or representation. No change in any benefit policy shall be valid unless evidenced by an endorsement on it signed by the aforesaid person. Unless otherwise required by applicable law, once a team member is terminated, the Company will not pay benefits under any benefit plan, except for that amount that the team member has contributed into the plan and has not yet utilized up to the time of termination.

3-10 Long-Term Disability Benefits

Full-time team members are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between Mammoth Holdings and the insurance carrier. This is solely a monetary benefit and not a leave of absence. Team members who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-11 Disability Insurance

To supplement your income if time away from work due to a non-occupational injury or illness is necessary, Mammoth Holdings provides short-term disability and long-term disability. You are not eligible to receive disability benefits if you are receiving workers' compensation benefits.

3-12 Employee Assistance Program (EAP)

Mammoth Holdings provides an Employee Assistance Program (EAP) for benefit eligible team members. Professional and confidential counseling services are available to assist team members with a variety of issues. Further details can be obtained by contacting an EAP counselor at 1-855-775-4357, via email at rsli@acieap.com or online at <http://rsli.acieap.com>.

3-13 Education Incentive

Mammoth Holdings' Education Incentive Program is designed to reward team members for achieving their educational goals.

A team member is eligible to participate in the Education Incentive Program if they meet the requirements. A team member must be full-time, active and in good standing, and must have worked for six (6) continuous months with the company in the current tenure. The team member must be employed on a full-time basis at both the start of the course program as well as the incentive payout date. Specific details around eligibility and payouts are contained in the Education Incentive program guide.

The Company reserves the right to modify or change or discontinue the Education Incentive program at any time with or without notice.

3-14 401k Retirement Plan

Eligible team members are able to participate in Mammoth Holdings' 401-K retirement plan. Plan participants may make pre-tax contributions to a retirement account. Upon becoming eligible to participate in this plan, team members will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information.

3-15 Team Member Referral Awards

The Company encourages all team members to refer qualified job applicants for available job openings. Other than managers in the line of authority and all Human Resources personnel, all team members are eligible to receive team member referral awards. A Referral bonus of \$250 is awarded when the referred candidate has been employed for 60 consecutive days with Mammoth Holdings. Both team members must be employed at the time the bonus is awarded. Note that, in order to be eligible for the referral award, the referral applicant is required to list the name of the referring team member as the source of referral when completing the application process for employment.

SECTION 4 - LEAVES OF ABSENCE

4-1 Military Leave

The Company will comply with its obligations for those team members who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. Accrued PTO (if any) may be used for this leave if the team member chooses, but the Company will not require the team member to use PTO. The Family and Medical Leave Act of 1993 ("FMLA") and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") contain provisions regarding certain types of military leave. The FMLA's provisions regarding military leave are addressed in detail in the Family and Medical Leave Policy in this Handbook. Team members who are eligible to take military leave must comply with all applicable requirements. Questions regarding the Company's military leave policy should be directed to the Human Resources Department (hr@mammothholdings.com).

If you believe you have been denied leave to which you are entitled or otherwise discriminated against because of your use of military leave, please utilize the Company's Team Member Complaint Procedure, which is contained in this Handbook.

4-2 Family and Medical Leave

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. This Policy should not be construed to expand any obligations or rights other than the obligations and rights extended pursuant to the provisions of the FMLA. If team members have any questions concerning FMLA leave, they should contact their supervisor or the Human Resources Department.

I. Eligibility

FMLA leave is available to "eligible team members." To be an "eligible team member," a team member must: 1) have been employed by a covered 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 at that worksite or within 75 miles of that worksite. A covered employer is one which has employed 50 or more team members for at least 20 workweeks in the current or preceding calendar year.

II. Entitlements

The FMLA provides eligible team members with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles team members to certain written notices concerning their potential eligibility for and designation of FMLA leave.

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 a team member uses his/her FMLA leave. Leave may be taken for anyone, 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 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 a team member's spouse, son, daughter or parent is a covered 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 in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active-duty service members.

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 the team member from performing the functions of the team member's 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 3 consecutive calendar days combined with at least two visits to a health care provider or one 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 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.

D. Bonuses and No Work While on Leave

While on leave, the team member may not be eligible for bonuses or other payments based on attendance or job-related performance goals, in the Company's discretion,

where the team member has not met that goal due to FMLA leave. Outside employment during a team member's leave period without written Company approval is prohibited and may result in disciplinary action, up to and including termination of employment. Further, engaging in deceptive or misleading conduct as a part of a team member's leave (including lying about the reason or need for such leave) may result in disciplinary action, up to and including termination.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible team members are entitled to receive group health plan coverage (if applicable) 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 team members" 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 team members," 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) the 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.

i. Content of Team Member Notice

To trigger FMLA leave protections, team members must inform their supervisor and the Human Resources Department via email (hr@mammothholdings.com) 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 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 cause by a covered military member being on active duty or called to active duty status; 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.

ii. 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.

Team members should understand that, for any absences, whether covered by the FMLA or not, it is imperative to follow the Company's usual and customary internal notice and procedural requirements for requesting leave, as outlined in the Company's Team member Handbook. If a team member fails to comply with the Company's internal notice and procedural requirements and no unusual circumstances justify such failure, FMLA-protected leave may be 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 a 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 a 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 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 a team member's diligent, good faith efforts. The Company shall inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven 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 a 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.

i. 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.

ii. Medical Recertification

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.

iii. 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 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 active duty or call to active duty status of a covered military member, the Company may require team members to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's 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 active duty or call to active-duty status of the same or a different covered 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. Reporting Changes to Anticipated Return Date & Periodically Concerning Intent to Return to Work

Team members must contact the Human Resources Department periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period. If a team member's anticipated return to work date changes and it becomes necessary for the team member to take more or less leave than originally anticipated, the team member must provide the Company with reasonable notice (i.e., within two business days) of the team member's changed circumstances and new return to work date. If team members give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

F. Substitute Paid Leave for Unpaid FMLA Leave

Team members must (unless the Company specifically informs team members otherwise) use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with a 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. If you are receiving short-term disability or workers' compensation benefits during FMLA leave, you will not be required to utilize accrued PTO, although you may elect to do so to supplement these benefits.

G. Pay Team member's Share of Health Insurance Premiums

During FMLA leave, team members are entitled to continued group health plan coverage (if applicable) 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. Team members should contact their immediate supervisor to make these arrangements.

The Company's obligation to maintain health care coverage ceases if a team member's premium payment is more than 30 days late. If a team member's payment is more than 15 days late, the Company will send a letter notifying the team member 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 Team members

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 you if you qualify as a "highly compensated" team member, if the Company intends to deny reinstatement, and of your rights in such instances.

V. 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 your Company handbook as applicable or contact the Human Resources Department.

VI. Questions and/or Complaints about FMLA Leave


If you have questions regarding this FMLA policy, please contact the Human Resources Department (hr@mammothholdings.com). 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 report it to the Company by utilizing the Team Member Complaint Procedure. 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.

EMPLOYEE RIGHTS

UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.




For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

W111426 REV 04/16

4-3 Childbirth Recovery Leave

Mammoth provides employees who physically give birth to a child up to 8 weeks of paid leave to recover from childbirth. Such leave will be paid at the employee's base of rate and must be taken in the 8-week period immediately following childbirth. In the event the employee is covered by the FMLA, the 8 weeks of paid leave of absence will simultaneously exhaust during the same 8 weeks of FMLA leave. Thereafter, the employee will have to use accrued PTO leave during any remaining FMLA leave for the childbirth in accordance with Mammoth's FMLA Policy, as outlined in this Handbook. After exhaustion of the 8 weeks of paid leave and PTO, any remaining FMLA leave will be unpaid. To request leave under this Policy, please submit a written request to the Human Resources Department (hr@mammothholdings.com).

4-4 Non-FMLA Medical Leave and Family Care Leave (MLFC)

Team members who need time off from work for qualifying medical reasons, but who are not entitled to leave under the FMLA or other leave law (such as those who are not eligible or who already have exhausted their FMLA leave), may be granted non-FMLA unpaid Medical Leave at the Company's discretion (unless paid leave is required by applicable state law). Requests for Non-FMLA Medical Leave should be directed in writing to the Human Resources Department (hr@mammothholdings.com). The final decision as to eligibility and to the amount of such leave is within the sole discretion of the Company. The Company may consider factors such as the team member's tenure with the Company, unusual personal hardship, team member work performance, Company business needs and expenses, and other business considerations regarding approval and amount of any leave in a particular situation.

When returning from an approved MLFC Medical Leave because of the team members' own health condition, the team member must provide a release from his or her health care provider authorizing him or her to return to work and listing any work restrictions and the duration of those restrictions. Upon receipt of the return-to-work authorization from the health care provider, the Company will review any work restrictions and determine whether the team member's position or another position for which the team member is qualified is available, including whether a reasonable accommodation is appropriate and available. If no such position is available, the employment relationship will be terminated. This Policy will be applied in conjunction with the ADA, FMLA or any other applicable federal, state or local law.

SECTION 5 - GENERAL STANDARDS OF CONDUCT

5-1 Workplace Conduct

Mammoth Holdings 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. All team members are expected to perform their duties consistently at an acceptable level, and if they fail to do so, corrective disciplinary measures will be taken.

Disciplinary action may include a *first level warning*, *second level warning*, *third level warning*, *performance improvement plan*, *suspension without pay*, and termination (exempt team members are subject to unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules, among other lawful deductions). All disciplinary actions should be provided to the Human Resources Department (hr@mammothholdings.com). Please note that the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance and does not subscribe to an application of progressive discipline. 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 and should not be relied upon as a contractual agreement to impose a particular type of discipline.

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:

- Actual or suspected theft or dishonesty.
- Deliberately destroying, misusing, or abusing Company property at any time or other team member's property during working time on Company premises.
- Disclosing, misusing, or removing without authority Company confidential or classified information of any kind or falsifying such information.
- Insubordination or other refusal to obey or disregard of management's instructions.
- Fighting on Company premises.
- Possessing firearms, illegal knives, or other dangerous weapons during work time or on the Company premises or equipment (unless permitted by applicable state or local law).
- Deliberately altering team member's own time record, clocking in for another team member, or allowing someone else to clock in for the team member.
- Falsifying information on an application for employment or other Company record.
- Leaving premises, assigned job duties, or assigned equipment during work hours without permission of the person in charge.
- Using or loaning out Company-owned or controlled material, time, keys, or equipment for an unauthorized purpose or for personal use; unauthorized operation, repair, or

attempt to repair machines, tools or equipment; or duplicating Company keys without proper authorization.

- Threatening, intimidating, coercing, interfering with, or displaying indecent actions toward fellow team members, management, or guests.
- Possessing, distributing, consuming, or being under the influence of alcoholic beverages or dangerous or illegal drugs at any time on Company premises or while performing work for the Company.
- Using another person's badge or identification number for the purpose of gaining admission to Company premises or permitting another person to use a badge or identification number for such purposes without appropriate approval.
- Being involved in accidents with Company or customer equipment causing significant property damage or bodily injury resulting from driver negligence.
- Disregarding safety rules, fire regulations, or common safety practices.
- Violating the Company EEO Policy or inducing another team member to violate the EEO policy.
- Restricting production, deliberate slowdown or obstruction of operations, or encouraging others to do so.
- Failing to comply with all dress, appearance, and personal hygiene standards.
- Failing to adequately inspect all assigned equipment or failing to report immediately to the person in charge any mechanical defect in equipment or personal illness or condition hazardous to the safe operation of any equipment.
- Being involved in any preventable accident with Company or customer equipment.
- Posting, defacing, or removing notices or signs or writing on bulletin boards or Company property, unless authorized by Management.
- Sleeping during working hours.
- Failing to clock in when reporting for work or otherwise failing to maintain accurate time records.
- Failing to exercise appropriate discretion and judgment in complying with any cash-handling procedures.
- Failing to report absences; excessive absences or tardiness; or other attendance and punctuality problems
- Failing to report an accident or report for first aid.
- Horseplay, running, pushing, or throwing things on Company premises or creating discord or lack of harmony in the business environment.
- Violating Company parking and traffic regulations or unauthorized entry to or exit from Company premises at points other than those established as normal areas of entry and exit.
- Gossiping or discussing/disclosing confidential business or personnel matters.
- Misrepresenting information to the Company as a part of your hiring process, including misrepresentations on your resume about your educational or employment experience.

- Improper use of cell or portable communications device or other violation of the Company's mobile device management policy;
- Unsatisfactory job performance.
- Failure to work with a positive attitude or to help and support other team members or guests.
- Violation of policies or procedures set forth in the Company handbook.
- Other misconduct as determined by the Company.

These examples are not all-inclusive. Because this list does not cover every action for which you may be disciplined, you also are expected to use common sense and conduct yourself in a reasonable and professional manner. We emphasize that discipline and discharge decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the team member's work record, as determined by the Company.

5-2 Punctuality and Attendance

Team members are hired to perform important functions at Mammoth Holdings. 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 Managers. 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 must notify their supervisor as early as possible within reason, but no later than two (2) hours before the start of that team member's work shift (unless there are reasonable extenuating circumstances that prevented such notice). Asking another team member, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Team members should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Absences of two (2) consecutive workdays without notice will be considered job abandonment and employment with the Company will end.

This Policy will be applied consistent with all applicable laws. If you or an immediate family member has a medical condition that results in one or more absences, you may qualify for unpaid leave under the federal Family and Medical Leave Act of 1993 ("FMLA"), and your absences will be treated accordingly. Likewise, if your absence is approved leave under the Americans with Disabilities Act ("ADA"), your absence will be considered in accordance with the requirements of the ADA.

5-3 Breaks and Meals

Non-exempt team members will be provided with meal and rest periods in accordance with applicable state and local law. Please follow these guidelines when taking a break. Breaks may only be used within the time frame listed below. They may not be saved for use at the end of the day and may not be used within 45 minutes of closing.

Breaks

Breaks are to be taken only when conditions allow and must be approved by your manager. Team members may be asked to return to work if required by the supervisor or conditions warrant. Breaks may not be divided up to allow for more frequency.

Breaks Times by Shift

0-3 hours - no break

3-5 hours - (1) 15 minute break on the clock

5-9 Hours - (2) separate 15 minute breaks on the clock or (1) 30 minute meal off the clock

Meals

For longer shifts, meal breaks may be used. Meal breaks may be taken for thirty (30) minutes. Team members must clock out for an unpaid meal break. Preparations for a meal break may not be made while still on the clock such as heating food, ordering, etc.

Compliance with State Law

The Company will comply with all state applicable guidelines/regulations regarding meal and rest breaks. If a particular state's law requires a different meal or rest break than discussed above, the Company will comply with that state's law in the administration of its breaks policy. For instance, if a particular state requires a singular meal break of a certain duration or a break after a certain number of hours on a shift or within a particular time period of a shift, the Company will administer this policy in accordance with those rules. The Company expects any team member entitled to a rest or meal break to take such a break and no one working at the Company has the authority to prevent a team member from taking any break required by applicable federal, state or local law. During any such required break, the team member shall be fully relieved of duties for the entire time of the break. If a team member believes he or she has not been allowed to take any break required by federal, state or local law, then the team member is directed to promptly use the Team member Complaint Procedure to report this issue.

5-4 Smoking, Tobacco Use, Spitting, E-Cigarettes, Vapor

Smoking, tobacco use, spitting, e-cigarettes and vaping are not permitted unless a team member is on break. Smoking, tobacco use, spitting, e-cigarettes and vapor use are permitted in designated areas only. The designated area is subject to change. Designated areas are to remain free of waste. Smoking,

tobacco use, spitting, e-cigarettes and vaping are not allowed in company vehicles. Vendors, contractors or visitors are not permitted to smoke, use tobacco, vape or spit while on company property.

5-5 Use of Communications and Computer Systems

Purpose and Application

The Company provides a variety of technology resources to its team members for purposes of its business operations and to help team members perform their jobs. While these technology resources are often necessary and helpful tools, they also pose risks and must be used with common sense and good judgment. As such, the Company has developed this Policy to establish guidelines for the use of its technology resources. For purposes of this policy, the Company uses the term “technology resources” to refer generally to all its computing, network, and electronic resources, such as computers, software, networks, email systems, telephones and cellular phones, instant messages, text data, voicemail systems, fax machines, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives and Internet access.

Business Use Only

The use of the Company's technology resources is for Company business and is to be used for authorized purposes only. These technology resources are established, maintained, and provided by the Company for team members to use for the furtherance of Company business and not for personal use. However, the Company acknowledges that some personal use of its technology resources is inevitable and may be necessary at times. Therefore, the Company permits brief and occasional personal use of its technology resources, provided that such personal use is minimal, reasonable, adheres to the requirements in this policy, and does not interfere with the performance of one's job duties. The Company has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one's job duties.

Ownership and Access to Technology Resources

All the Company's technology resources, including all data and files stored on or transmitted using the Company's technology resources, are the property of the Company. This means that the Company owns all data and files stored on or transmitted using any of the Company's technology resources, such as computers, network servers, or email servers. As such, the Company retains the right to access, monitor, and inspect its technology resources, and any of the data and files therein, at any time. This right applies both during a team member's employment with the Company and after its termination for any reason, voluntary or involuntary. Team members should not have an expectation of privacy in anything they create, store, send, or receive using the Company's technology resources. In this regard, team members are specifically advised that passwords are designed to give team members access to all or part of the Company's technology resources; they are not designed to guarantee team member privacy or security in any data or file created, stored, sent, or received on any of the Company's technology resources. Team members may not change passwords without prior express permission. Upon termination of employment, team members must return all passwords to the Company.

General Guidelines for Use

Team members are expected to use the Company's technology resources professionally, for business purposes only, and in compliance with all other Company policies. Therefore, team members must follow the guidelines set forth below when using the Company's technology resources. This list is not intended to be an exhaustive description of all activities that may be considered inappropriate use of technology resources; there may be other activities that are inappropriate and/or violate Company policies, for which a team member may be subject to disciplinary action. If you ever are uncertain about whether an activity is an appropriate use of the Company's technology resources, you should consult with your supervisor.

- Team members may not use the Company's technology resources to view or transmit any material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violate of the Company's EEO Policy, or otherwise unlawful or inappropriate. The Company may use software or hardware to identify such inappropriate use of its technology resources. Websites with inappropriate content may be blocked from access by Company networks. In the event team members do encounter inappropriate or sexually explicit material while on the Internet or otherwise using the Company's technology resources, they should disconnect immediately
- Team members may not access any technology resources, including networks, servers, drives, folders, or files, to which the team member has not been granted access or authorization or in a manner that exceeds such team member's access or authorization (this includes accessing any other person's computer, voicemail, files, or data without approval)
- Team members may not use the Company's technology resources to participate in or use any social media websites. (For more information, please refer to the Company's Social Media Policy)
- Team members must not perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, streaming audio or video content from the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, using Company equipment for outside organizations or commercial ventures, or otherwise creating unnecessary network traffic
- Installing any software without authorization
- Team members may not use the Company's Internet connection to download games or other entertainment software, including screen savers, or to play games over the Internet or to access personal online accounts. No team member shall download any software from the Internet without express permission. This includes messaging software such as AOL and MSN, windows skins, music files (*e.g.*, MP3), software updates, or enhancements
- Team members may not illegally copy material protected under copyright law or make that material available to others for copying. Team members may not agree to a license or download any material for which a registration fee is charged without first obtaining express written permission from the Company
- Without the express permission of their supervisors, team members may not send unsolicited electronic mail to persons with whom they do not have a prior relationship

- Team members must not alter the "From:" line or other attribution-of-origin information in electronic mail, messages, or postings. Anonymous or pseudonymous electronic communications are forbidden
- Company communications and property are confidential. Any team member who accesses another person's computer, voicemail, computer file or data, or property without prior approval by an appropriate officer of the Company will be in violation of this Policy
- To ensure security and avoid the spread of viruses, team members accessing the Internet through a computer attached to a Company network must do so through an approved Internet firewall. Accessing the Internet directly is strictly prohibited unless the computer being used is not connected to the Company's network
- Revealing, publicizing, or otherwise disclosing any confidential information belonging to the Company without authorization, including, but not limited to, financial information; business and product ideas; marketing strategies and plans; pricing structures and plans; customer lists or information; technical product information; computer software source codes; and computer/network access codes
- Destroying, deleting, erasing, or concealing the Company files or other data, or otherwise making such files or data unavailable or inaccessible to the Company or to other authorized users of the Company's technology resources
- Violating any law, regulation, or order of the United States or any state, county, city, local government, or jurisdiction in any way
- Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service
- Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's technology resources or those of any other individual or entity.
- Files obtained from sources outside the Company, including discs brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to electronic mail; and files provided by customers or vendors, may contain dangerous computer viruses that may damage the Company's computer network. Team members should never download files from the Internet, accept electronic mail attachments from outsiders, or use discs from non-Company sources without first scanning the material with Company-approved virus-checking software. If team members suspect that a virus has been introduced into the Company's network, they should notify the Company immediately.

Other Company Policies

All of the Company's policies, including, but not limited to, its policies on Equal Employment Opportunity, Protecting Confidential Information, Social Media, and Solicitation and Distribution, apply to the use of the Company's technology resources. If any team member feels that he or she has witnessed or been the subject of any conduct in violation of this Policy, the team member should utilize the Company's Team member Complaint Procedure, which is contained in this Handbook.

Discipline

Team members will be subject to discipline, up to and including termination from employment, for violating this Policy. Therefore, before using any of the Company's technology resources, team members should consider whether their actions meet the expectations set forth herein. In doing so, team members should be mindful that electronically stored information can often be saved or retrieved even after an team member believes he or she has taken steps to "delete" it.

NLRA Rights

Team members should understand that nothing in this Policy, or any other Company policy, should be interpreted in a manner that unlawfully prohibits the right of team members to engage in protected concerted activity under the National Labor Relations Act ("NLRA"). The Company respects the Section 7 rights of team members and has and always will comply fully with its obligations under the NLRA. The Company emphasizes that this Policy does not intend to cover conduct engaged in by team members that is protected by the NLRA.

5-6 Use of Social Media

In general, the Company views social networking websites (e.g., Facebook, Twitter, Instagram), personal websites, and blogs positively and respects the right of team members to use them as a medium of self-expression. However, the use of these types of websites can impact both the Company and team members alike. Therefore, the Company has created this policy to establish its expectations for team member use of these types of websites.

A. Applicability

This policy is meant to apply to social networking sites, personal websites, blogs, photo sharing sites, video sharing sites, podcasts, as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all of these types of websites generically as "social media websites." The absence of an explicit reference to a specific website is not meant to limit the application of this Policy. Where no policy or guideline exists, team members should use their professional judgment and take the most prudent action possible. You should consult with your manager or supervisor if you are uncertain about any of your activities on a social media website.

B. No Interference with Job Duties

The Company's Internet and computer resources are provided to team members to allow them to complete their job duties and should be used for business purposes only. As such, the Company does not allow personal use of social media websites during work time.

C. Personal Use Outside of Work

Team members may use social media websites during their personal time outside of work. Team members must be aware, however, that information they display on the Internet not only reflects

on themselves but could be associated with the Company as well. Therefore, team members are expected to follow these guidelines when using any social media website:

- No team member may use his or her work email address to register on any social media website for personal use.
- Any social media posting by a team member must be consistent with the Company's policies including, but not limited to, the Company's EEO policy against harassment and discrimination, as well as the company's policies regarding confidentiality of information. Inappropriate postings may include discriminatory remarks, harassment, threats of violence, intimidation, bullying, defamatory statements, false statements, disclosure of confidential information, and similar inappropriate or unlawful conduct.
- If a team member identifies himself as an team member of the Company, or if the Company is referred to in or is the subject of a social media posting, the team member must be clear and open about the fact that all opinions or views expressed are those of the team member and not the Company. (For example: "The views and comments stated herein are personal and do not necessarily reflect the views of my employer.")
- The Company's relationships with its clients, customers, and partners are valuable assets. Even positive references can be noticed by a competitor and used to the Company's disadvantage. Therefore, team members may not reference or display any information about any of the Company's clients, customers, business partners, or third parties that is inconsistent with the Company's EEO Policy, Protecting Confidential Information Policy, or other provisions of this Handbook.
- Confidential information of the Company is not to be discussed or referred to by team members on any social media website, even in private messages between site members who have authorized access to the information. This includes information such as financial information about the Company, pricing, strategies, intellectual property, customer information, or other information covered by the Company's Protecting Confidential Information Policy in this Handbook.
- A team member must be honest and accurate when posting information or news and if a mistake is made, the team member must promptly correct it. A team member may not post any information or rumors that he knows to be false about the Company, its clients or customers, or people working on behalf of the Company.
- Team members are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
- Team members are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed.
- The Company encourages all team members to keep in mind the speed and manner in which information posted on a blog, web page or social networking site

can be relayed and often misunderstood by the reader. Team members must use their best judgment and also comply with the policies set forth in this Handbook.

D. Other Company Policies

All other policies in this Handbook apply with equal force to team member use of social media websites. In particular, team members are expected to follow the Company's EEO Policy when participating in social media websites. The Company considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, including that the Company's EEO Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of team members in the workplace or on the Internet.

E. Business-Related Social Media Use

A team member is not permitted to visit social media websites during work hours, unless specifically authorized to do so for business-related purposes, either: (1) by virtue of the team member's job duties; or (2) with express authorization as specified below. Those team members who do have authorization and post messages on Company websites or social media accounts should understand that they are posting on behalf of the Company and must adhere to the Company's professional standards, values, policies, and applicable laws at all times.

Team members who have job responsibilities that include posting information to Company maintained websites or social media accounts understand and agree that the content and followers of the blog or other website belong exclusively to the Company and that upon request the team member must provide the Company with any information necessary to log in to the website or social media account. No team member may create an official Company account or change a password, as this is solely the responsibility of the Company's IT department, and specifically the Director of Information Technology. Further, team members must comply with all copyright, trademark, and other applicable laws when posting material to a Company website or social media website.

Team members who do not have job responsibilities that include the posting of information to Company-maintained websites and/or social media accounts on behalf of the Company or in a manner that could reasonably be attributed to the Company must obtain express written authorization from the Chief Executive Officer of the Company before posting any material to a Company website or social media website.

All team members authorized to post on the Company social media accounts should identify themselves and their affiliation with the Company. Any content posted should be current and accurate. If you do make an error, take responsibility for it and correct it quickly. Do not post any information that is obscene, defamatory, libelous, threatening, harassing, or intimidating to another person or entity. Examples of such conduct might include offensive posts meant to

intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of any characteristic protected by law or Company policy.

When posting for authorized business-related purposes, team members should refer to the Company's political activity policy to ensure compliance with laws governing such activities. Team members are also prohibited from using or disclosing any personal identifiable information about any individual who is employed by or has received services from the Company. If a comment contains information that identifies an individual who is a team member or has received services from the Company and is sent by anyone other than that individual, the posting author should edit the identifying information out of the post immediately.

F. Employment Representations

Following the end of your employment relationship with the Company, you must take prompt affirmative steps to ensure that no social media website represents you to be a current team member of the Company.

G. Endorsements

The FTC has issued guidelines to regulate communications made through endorsements and testimonials via social media. Advertisers and endorsers are potentially liable for false or unsubstantiated statements and for failing to disclose material connections between themselves and their endorsers. To reduce the legal and reputational risk associated with the Company's team members' statements about its products, when offering testimonials or endorsements about our products via social media, team members must clearly disclose that they are a team member of the Company and speaking on their own behalf. Failure to disclose your status as a team member of the Company may result in civil or criminal penalties and/or disciplinary action, up to and including the termination of employment. No team member shall make any testimonials or endorsements about the Company's products in the name of, or as a spokesperson for, the Company without express authorization.

H. Disciplinary Action

While the Company respects the right of team members to use social media websites, it has established this policy for the benefit and protection of the Company and its team members. Any team member witnessing or who believes a violation of this policy has occurred must utilize the Company's Team member Complaint Procedure, which is contained in this Handbook. The Company takes the expectations explained above very seriously. As such, team members are advised that violating this Policy may result in disciplinary action, up to and including termination.

5-7 Personal and Company-Provided Portable Communication Devices

Company-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 (including personal use) is subject to the Company's Use of Communications and Computer Systems Policy.

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 a team member who uses a personal PCD for business resigns or is discharged, the team member will be required to submit the device to the IT department for resetting on or before his or her 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 Standards of Conduct Policy and Use of Communications and Computer Systems Policy still apply.

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 or sending or responding via email or text. If calling or acceptance of a call is absolutely necessary while the team member is driving, and permitted by law, the team member must use a hands-free option and advise the caller that he/she is 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. Please note that texting and e-mailing while driving is prohibited in all circumstances.

Team members also should understand that the Company may install and utilize global positioning system (GPS) tracking on Company-issued mobile telephones or other portable communication devices for business-related purposes and also may discipline team members based on the information gathered by the tracking software. The GPS tracking software will provide the Company the ability to gather and monitor information related to the location of the mobile telephone or portable communication device. By your continued employment and use of the Company-issued mobile telephone or portable communication device, team members expressly consent to such tracking and acknowledge that they have no expectation of privacy in the information generated by this software, including their location, as a result of having a Company-issued mobile telephone or portable communication device. To the extent that team members do not want the Company to gather location information on non-working time, the Company encourages team members to turn off their Company-issued mobile telephone or portable communication device or simply leave them at home.

5-8 Personal Electronic Devices

While a team member is on the clock, the use of a Personal Electronic Device (PED) is prohibited. The only exceptions are for a business issue or personal emergency. The use of headphones, earbuds or anything of the like for a PED is prohibited while on the clock.

5-9 Inspections and Monitoring

Mammoth Holdings 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, workstations, 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. All policies will be applied in compliance with state law regarding inspection of persons and vehicles, including, if applicable, OCGA § 16-11-135. For example, if a particular applicable state law prohibits a certain type of inspection or imposes limits on when an inspection can take place, the Company shall comply with such law.

Team members should understand that any communications (including verbal and written) of any type using the Company's telephone, video or voice systems (or using third-party systems utilizing the Company's technology/networking resources) may be monitored or recorded for any reason as a part of normal business operations. By using the Company's telephone, video or voice systems (or third-party systems using the Company's technology/networking resources), team members expressly consent to such monitoring and recording for all lawful purposes, and any use of the Company's telephone, video or voice systems (or third-party systems using the Company's technology/networking resources) or participation in a communication is done so with the knowledge and awareness of this Policy. Team members must understand that the monitoring and recording expectation in this policy extends to situations where a team member is using personal or non-company technology/networking resources (such as their home internet) to attend/participate in a business-related meeting, call or presentation, whether through a Company system or a third-party system such as Zoom, WebEx or Teams.

Similarly, team members should be aware that, in order to promote the safety of team members, patrons, visitors, and occupants, as well as the security of its assets and properties, the Company may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms, and that employment with the Company constitutes an express awareness of and consent to such surveillance.

5-10 Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time. For safety and security reasons, team members are prohibited from having personal guests visit or accompanying them anywhere in Mammoth Holdings facilities other than areas open to the public.

5-11 Solicitation and Distribution

Team members may not engage in solicitation for any purpose during work time, which includes the working time of the team member who seeks to solicit and the team member who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the team member's break and lunch time and kept out of active working areas.

Distribution by team members of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the team members are on working time. Electronic distribution is subject to the Company's Computer, Email, and Internet Use Policy, and may not occur during the team member's working time. Non-team members are prohibited from distributing materials to team members on company premises at any time. Literature that violates the Company's EEO and Policy, includes threats of violence, or is knowingly and recklessly false is never permitted.

Nothing in this policy is intended to restrict a team member's statutory rights, including discussing terms and conditions of employment.

5-12 Bulletin Board

Important notices and items of general interest are continually posted on Mammoth Holdings bulletin boards. Team members should make it a practice to review bulletin boards frequently. This will assist team members in keeping up with what is current at Mammoth Holdings. To avoid confusion, team members should not post or remove any material from the bulletin board.

5-13 Confidential Company Information

The Company considers its confidential information to be one of its most valuable assets. We all share a common interest in making sure this information is not improperly or accidentally disclosed. As such, team members must carefully protect and must not disclose to any third party any confidential or proprietary information belonging to the Company or its customers, unless expressly authorized or specifically required in the course of performing authorized services for the Company. Such protected information includes, but is not limited to, matters of a technical nature, such as computer software, product sources, product research, and designs, as well as matters of a business nature, such as customer lists, customer contact information, team member information, personnel information, on-site program and support materials, training materials, pricing lists, sales data, financial and marketing data, and any other confidential information, whether communicated orally or in writing, and whether in electronic or other tangible form, concerning the Company's or its customers' operations and business.

Misuse of confidential information can include accessing information not directly germane or relevant to your specifically assigned tasks, disclosing, discussing and/or providing confidential information to any individual

not authorized to view or access that data and failing to properly handle, store or dispose of confidential data. An team member is prohibited from accessing any of the Company's Confidential Information, including over the Company's networks, servers or drives, to which the team member has not been granted access and team members also should clearly understand that they are prohibited from accessing Confidential Information by exceeding any authorization they have been granted to access any part of the Company's technology systems, such as networks, servers or drives (this includes accessing any other person's computer, voicemail, files, or data without approval).

Individuals with access to confidential information should ensure that any materials containing confidential information are stored safely before leaving their work areas each day and that any confidential information on your computer, tablet, PDA or other personal mobile device shall be protected by use of a reasonably secure password. In the event that a personal mobile device with confidential information on it is lost or stolen, you must report it immediately to the Human Resources Department (hr@mammothholdings.com).

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.

Further, upon separation from employment for any reason, team members are required to return all of the Company's property that is in their control or possession to the Company, including, but not limited to, confidential information. This Policy specifically requires team members to return all Company property (including electronically stored information) that team members may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-Company computers and other electronic storage devices (including PDAs) during the course of their employment. Team members should clearly understand that, upon separation from their employment, they are without authorization to access or use any such Company property, whether through a Company-sponsored computer or computer network or via a non-Company computer or other electronic storage device. Further, for the avoidance of doubt, this Policy also makes clear that no individual is authorized to access the Company's computer/network system after they are no longer performing services for the Company, unless such post-termination access is expressly authorized in writing by the CEO of the Company.

Finally, the Company has no desire or intention to acquire trade secrets or confidential information belonging to a competitor or other companies. Accordingly, if you are aware of trade secrets or confidential information belonging to other persons or entities not affiliated with the Company, you shall neither use or disclose that information as a part of your performance of job duties for the Company.

5-14 Conflict of Interest and Business Ethics

It is Mammoth Holdings' 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:

- 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;
- holding any interest in an organization that competes with the Company;
- 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
- 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 to his/her supervisor and the Human Resources Department.

5-15 Hiring Relatives/Team Member Relationship

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, Mammoth Holdings 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 the Site Manager and the Human Resources Department (hr@mammothholdings.com).

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.

5-16 Publicity/Statements to the Outside Parties

All outside inquiries, including but not limited to media outlets, contractors, third party agencies, regarding the position of the Company as to any issues must be referred to the Chief People Officer. Only the Chief People Officer or the CEO is authorized to make or approve public statements on behalf of the Company. No team members, unless specifically designated by the Chief People Officer or CEO, are authorized to make those statements on behalf of Company. Any team member wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain written approval from the Chief People Officer.

5-17 Team Member Personal Appearance

The company requires team members to maintain a neat and clean appearance with a high standard of personal hygiene that is appropriate for the workplace setting and for the work being performed. To ensure customer-facing team members are clearly identifiable as representing the company, a uniform appearance is required when representing Mammoth Holdings and its brands. Team members will not be permitted to work while out of uniform, with torn or damaged apparel or with any substandard appearance.

Brand specific uniform expectations can be obtained from local leaders, but generally a uniform for customer-facing team members will include a company branded top worn with black bottoms and black shoes. All other roles within Mammoth Holdings should follow general business casual guidelines.

5-18 Health and Safety

The health and safety of team members and others on Company property are of critical concern to Mammoth Holdings. The Company intends to comply with all health and safety laws applicable to our business. To this end, we 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.

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 and site manager as soon as possible, regardless of the severity of the injury or accident.

5-19 Hazardous Wastes

The Environmental Protection Agency has grouped certain chemicals and chemical groups into categories which have been defined as toxic. This means that, in concentrated forms or by accumulating and combining with other chemicals (even the air), these chemicals can be hazardous to human health if exposure occurs. From time to time in the normal course of their jobs, team members may handle materials that have been classified as hazardous by the standards of the Occupational Safety and Health Act (OSHA) regulations.

Hazardous materials that are received from the Company's suppliers should have Material Safety Data Sheets (MSDS) or labels that state the chemical ingredients of the contents, precautions to take, and what to do if exposure occurs. If any team member suspects that the materials or wastes they may encounter as an associate are hazardous (whether or not they are being created or used by the Company), they should immediately inform the Company's Site Manager and the Human Resources Department (hr@mammothholdings.com).

5-20 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.

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.

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 or loss of team members' personal belongings.

5-21 Operation of Vehicles

Operators of Company vehicles are responsible for the safe operation and cleanliness of the vehicle. Team members operating Company-owned or leased motor vehicles or privately owned vehicles while conducting Company business shall observe all traffic laws, rules, and regulations and the dictates of common sense and good judgment. Company-owned or leased vehicles may be used only as authorized by management.

The use of seat belts is mandatory for operators and passengers of Company vehicles and privately owned vehicles being operated while conducting Company business. Team members are responsible for any moving violations and fines incurred when operating a Company-owned or leased vehicle or a privately owned vehicle while conducting Company business. Accidents involving a Company vehicle must be reported to your supervisor and the Human Resources Department (hr@mammothholdings.com) immediately.

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, an acceptable driving record, and adequate automobile insurance. Any change in license status or driving record must be reported to the Human Resources Department (hr@mammothholdings.com) immediately, including traffic citations or a DUI/DWI, but no later than 48 hours after the citation is first issued. A team

member must have a valid driver's license in his or her 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. To this end, to prevent vehicular accidents, the Company prohibits the following acts while driving either Company vehicles or personal vehicles while performing your job duties. This list is not intended to be an exhaustive list of actions covered by this policy, but is intended to illustrate the type of actions that team members must be aware of when they operate a vehicle while performing their job duties:

- Driving under the influence of alcohol or drugs;
- Operating any vehicle without proper license;
- Speeding;
- Operating a vehicle carelessly, negligently, improperly, illegally or outside recommended safety protocols;
- Driving a vehicle without using a seat belt, shoulder belt or other safety harness;
- Operating a vehicle while eating, writing, reading, texting or performing other functions that reduce the driver's awareness or ability to control the vehicle;
- Reading or sending text messages;
- Turning off or dismantling vehicle safety devices, like airbags.

5-22 Company Credit Card

Mammoth Holdings may issue Company credit cards to authorized team members. Company credit cards are to remain in the possession of the authorized team member unless otherwise agreed upon in writing by Corporate Management. Company credit cards are to be used for approved Company purchases only. If a team member is unsure if the Company credit card should be used for a purchase, he/she must clear the purchase with their Manager. All credit card purchases are to be documented and recorded properly within Company guidelines.

For more information on guidelines, please review the Company credit card acknowledgement form.

5-23 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 Manager, and may include air travel, hotels, motels, meals, cab fare or rental vehicles. All expenses incurred should be submitted to the team member's Supervisor 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 Manager in advance if they have any questions about whether an expense will be reimbursed.

5-24 Mileage Reimbursement

Mammoth Holdings may request a team member to use a personal vehicle for business purposes on occasion. As a result, the company will compensate the team member a mileage reimbursement at a standard rate to be paid through payroll. Mileage submission should include reason for the trip, date of the trip and mileage with supervisor approval.

5-25 References

Mammoth Holdings will respond to reference requests through the Human Resources Department. The Company only 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 Head of Human Department. Only the Human Resources Department may provide references.

5-26 Separation

Should a team member decide to leave the Company, we ask that he or she provide a supervisor with at least two (2) weeks advance notice of departure. All Company, property including, but not limited to, keys, credit cards laptop computers, company's confidential information, uniforms etc., must be returned at 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.

5-27 Summary

This handbook is intended to give team members a broad summary of things they should know about employment with Mammoth Holdings. The information in this handbook is general in nature. Should questions arise, you may discuss with your Site Manager or inquire with the Human Resources Department. While we intend to continue the policies, rules and benefits described in this handbook, Mammoth Holdings, 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 Human Resources if they have any questions about the Company or its policies and practices.