

# EMPLOYEE HANDBOOK

August 8, 2023

#### ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with QSR Productions, LLC. Please take the necessary time to read it.

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

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

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

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

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

This handbook supersedes all prior handbooks.

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## Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

## **1-1 INTRODUCTION**

Welcome! You have just joined a dedicated organization. We hope that your employment with QSR Productions LLC will be rewarding and challenging. We take pride in our team members and the work that we do.

QSR Productions LLC complies with all federal and state employment laws, and this handbook generally reflects those laws. QSR Productions LLC also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgement at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. QSR Productions LLC reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other persons, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact the Office Administrator.

We wish you success in your employment here at QSR Productions LLC All the best,

Greg Anderson, President, QSR Productions LLC

## **1-2 MISSION STATEMENT**

QSR Productions LLC provides professional crew members and resources for the setup and break down of many different types of events such as concerts, trade shows, and corporate events. Our mission is to set up these events with the highest possible quality while providing a safe work environment for our team members.

QSR Productions LLC believes that our Team Members are a part of the overall experience the customers attending these events will have. We want to make this experience a positive one and so we emphasize professionalism at all times.

QSR Productions LLC further believes that our Team Members are a critical part of our success. We strive to help our Team Members be the best they can be by providing quality training and course correction when needed. We believe this extra investment in our Team Members is what makes us stand out against our competitors.

#### **1-3 EQUAL EMPLOYMENT OPPORTUNITY**

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

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Head of Human Resources and/or the General Manager to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The Company's decision regarding the request within a reasonable

period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Head of Human Resources and/or the General Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Head of Human Resources and/or the General Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including termination. All employees must cooperate with all investigations conducted pursuant to this policy.

# **1-4 NON-HARASSMENT**

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

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

## **Harassment Defined**

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

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking

someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

## **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, including but not limited to unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

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

Examples of conduct that violate this policy include but are not limited to:

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

# **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the HR: hr@qsrproductionsllc.com, (405) 261-9454. If the

employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the General Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

#### **Investigation Procedures**

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

## **Retaliation Prohibited**

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

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

## **1-5 DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, QSR Productions, LLC has adopted a policy of maintaining a workplace free of drugs and alcohol during regular business. This policy applies to all employees and other individuals who perform work for the Company. At the discretion of the President or Vice President, responsible alcohol use may be permitted for business meetings or company sponsored gatherings.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing

requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

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

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

## **Drug and Alcohol Testing Policy**

## **Reasonable Suspicion**

QSR Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession or impairment by at least two members of management. HR or any member of management should be consulted before sending an employee for testing. Management must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

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

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

## Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a QSR vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle or heavy machinery is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

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

#### **Collection and Testing Procedures**

Employees subject to alcohol testing will be transported to a QSR-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Employees subject to drug testing will be transported to a QSR-designated testing facility and directed to provide urine specimens. Employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO), designated by QSR, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to QSR until such time that the MRO has confirmed the test to be positive.

#### Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, QSR may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by QSR for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately terminated from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management and/or HR.

## Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

## Inspections

QSR reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

## **Crimes Involving Drugs**

QSR prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. QSR employees are

also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

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

# Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by QSR or any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed healthcare professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substituted sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to termination.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

## Enforcement

The HR director is responsible for policy interpretation, administration and enforcement.

## **1-6 WORKPLACE VIOLENCE**

QSR Productions, LLC is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

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

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

## **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee 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, employees and visitors are prohibited from carrying weapons on any job site or on Company premises.

## **Sexual Predators**

Due to the nature of our business and the number of clients and locations that our events take place, QSR Productions does not employ individuals who have been convicted of sexual crimes resulting in a lifetime requirement to register as a sexual offender.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable, or HR directly:

hr@qsrproductionsllc.com, (405) 261-9454. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede QSR Productions, LLC's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

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

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

## **Possession of Firearms on QSR Productions Property**

Ensuring a safe work environment and preventing workplace violence is of paramount importance to QSR Productions (the "Organization"). Having weapons in the workplace poses a potential threat to the safety and security of employees, customers, contractors, and visitors. Firearms and other dangerous weapons of any type are strictly prohibited at all times on the Organization's property or while employees are acting in the course of their employment, whether on-site or off-site.

"Organization property" includes all QSR Productions-owned or leased property, including vehicles, buildings, workspaces, and all other property controlled by QSR Productions. Pursuant to state law, QSR Productions may not restrict an employee from transporting or storing lawfully possessed firearms in the employee's privately-owned vehicle while that vehicle is in QSR Productions-designated parking areas. Employees may keep firearms in employee-owned vehicles only if all the following requirements are satisfied:

I. The employee's vehicle is operated or parked in a permissible location;

- II. The employee is legally permitted to own and carry the firearm; and III. The firearm is either:
  - a. Kept inside the vehicle and out of sight while the employee is in the vehicle; or

b. Kept out of sight and locked in a compartment, container, or in the interior of the vehicle or in a compartment or container securely affixed to the vehicle while the vehicle is unattended.

Unless all requirements listed above are met, possession of a firearm in any vehicle on Organization property is prohibited.

If QSR Productions believes an employee poses a risk of danger to themselves or others, the

Organization reserves the right to make further inquiry as to whether an employee has a weapon on QSR Productions property. If an employee has a firearm in his or her vehicle, the Company has the right to question the employee to determine that the above conditions are satisfied.

#### **Other Dangerous Weapons**

"Other Dangerous Weapons" includes explosives, large knives, and other fighting or defensive weapons that might be considered dangerous or that could cause serious harm. Employees are responsible for ensuring that any item they possess is not prohibited by this policy. Scissors, box cutters, and other small-bladed tools that are important for employees to adequately perform their job duties are permitted. If employees are unsure whether something is prohibited on QSR Productions property, they should contact Human Resources for clarification before bringing it to work.

#### **Reporting Duties**

Employees must report any violation of this policy, including employee possession of any prohibited weapon on QSR Productions property or while engaged in the course of business, immediately to their supervisor or Human Resources. The Organization will take any necessary steps to ensure the safety of all QSR Productions people.

#### Enforcement

All violations of this policy will be handled according to the Organization's standard disciplinary procedures, up to and including termination of employment.

## **1-7 AT-WILL EMPLOYMENT**

Your employment with QSR Productions LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other QSR Productions LLC document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment.

## Section 2 - OPERATIONAL POLICIES

## **2-1 EMPLOYEE CLASSIFICATIONS**

For purposes of this handbook, all QSR Productions, LLC employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 35 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 35 hours per week who were not hired on a short-term basis.

**PRN Employees** - Employees who were hired on an as needed basis. PRN employees are not eligible for Company benefits.

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

# **2-2 YOUR EMPLOYMENT RECORDS**

In order to obtain their position, employees must provide personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by notifying the company of any changes via Contact Update form: <u>https://www.qsrproductionsllc.com/team-member-forms</u>. Employees also should inform the Company of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Furthermore, an invalid or out-of-date emergency contact could cause or contribute to a severe health or safety risk, or other significant issue.

## 2-3 WORKING HOURS AND SCHEDULE

QSR Productions, LLC's office normally is open for business from 10:00 a.m. to 6:00 p.m., Monday through Friday. However, an appointment is recommended before arriving at the office in order to ensure necessary staff is available to help.

Field employees will have a variety of schedules that will be mutually agreed upon.

Office Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point QSR

Productions, LLC may need to change individual work schedules on either a short-term or long-term basis.

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

# 2-4 REMOTE WORK/TELECOMMUTING

QSR Productions, LLC may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Employees also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

## **At-Will Employment**

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or employee without notice, cause, or liability.

## Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

## Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

#### Duties

Employees are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Company policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

## **Accidents and Injuries**

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

## Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, employees agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

## **Return of Company Property**

All equipment, records, and materials provided by the Company will remain Company property. Employees agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

## Expenses

Upon presentation of receipts and in accordance with the Business Expense Reimbursement policy, the Company will reimburse employees for certain pre-approved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

# Confidentiality

Employees agree that they are subject to the Company's policies prohibiting the nonbusiness use or dissemination of the Company's confidential business information. Employees will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

## Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact the General Manager.

## **2-5 TIMEKEEPING PROCEDURES**

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

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination.

Non-exempt employees may not start work until their scheduled starting time.

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

# 2-6 OVERTIME

Like most successful companies, QSR Productions, LLC experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee 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.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Sunday.

## 2-7 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

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

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

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

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

## **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

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

# 2-8 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

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

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

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

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bonafide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee 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 employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will <u>not</u> be reduced for any of the following reasons:

• partial day absences for personal reasons, sickness or disability;

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

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

If employees 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 employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the General Manager or any other supervisor in QSR Productions, LLC with whom the employee feels comfortable.

# **2-9 YOUR PAYCHECK**

Employees will be paid weekly on Wednesday for the time worked during the pay period closed 10 days prior. Pay Periods run Monday-Sunday.

Payroll stubs itemize deductions made from gross earnings. By law, QSR Productions, LLC is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received. Pay stubs can be accessed once they are processed by logging into ADP.

If an employee believes there is an error in their pay, they should submit a pay discrepancy form through the QSR Website under Team Member Forms: <u>https://www.qsrproductionsllc.com/team-member-forms</u>. Their submission will be reviewed at the earliest possible time within business hours.

Paper checks will not be distributed through the office. If an employee does not have a direct deposit account on file or an active pay card, they will need to verify their address in writing in order to have their check mailed.

Employees will be required to keep an active Wisely pay card in order to be eligible for travel calls.

## 2-10 DIRECT DEPOSIT

QSR Productions, LLC strongly encourages employees to use direct deposit. Direct deposit can be set up by accessing an employee's ADP account and adding the bank account information. Updates take up to 10 business days to take effect.

# 2-11 SALARY ADVANCES

QSR Productions, LLC does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

## 2-12 PERFORMANCE REVIEW

Depending on the employee's position and classification, QSR Productions, LLC endeavors to review performance every six months. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

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

# 2-13 JOB POSTINGS

QSR Productions, LLC is dedicated to assisting employees 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 employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

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

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

#### Section 3 - BENEFITS

## **3-1 BENEFITS OVERVIEW**

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

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

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the General Manager. 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, QSR Productions, LLC (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

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

If employees have any questions regarding benefits, they should contact the General Manager.

## 3-2 PAID HOLIDAYS (FULL TIME OFFICE EMPLOYEES ONLY)

Full-time office employees will be paid for the following holidays:

New Year's Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and Easter.

Other holidays/time off will be determined subject to business needs.

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular rate. Eligible employees who are called in to work on a holiday will receive time and a half pay for the actual time they work that day.

# 3-3 PAID TIME OFF (FULL TIME OFFICE EMPLOYEES ONLY)

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

PTO is awarded January 1<sup>st</sup> of each year. A new hires PTO award amount will be prorated based on their eligibility date. Employees are eligible when they've worked for QSR for 90 days.

Years of Service	Annual PTO Award Amount
1-3 years	10 days (80 hours)
4-6 years	15 days (120 hours)
6+ years	20 days (160 hours)

Full-time Administrative/Office employees awarded paid time off amount is as follows:

## **Use and Scheduling of PTO**

Employees are required to use available PTO when taking time off from work. PTO may be taken in increments of two (2) hours.

All PTO requests are subject to your supervisor's approval as well as team or department staffing needs. PTO will be approved on a first come first serve basis. Whenever possible, PTO must be scheduled in advance. If you are requesting three (3) or more consecutive days of PTO you must submit your request via email to your supervisor at least two (2) weeks in advance. If it is less than three (3) days of PTO your request should be submitted to your supervisor via email no later than three (3) days from your first requested day of PTO. We understand that unscheduled absences occasionally happen. Unscheduled absences will be monitored. If the frequency of unscheduled absences become excessive, corrective actions will be taken, up to and including termination. The

supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

An employee is required to use PTO hours according to his or her regularly scheduled workday. For example, if an employee works an eight-hour day, he or she would request eight hours of PTO when taking that day off. PTO is paid at the employee's regular pay rate and is not subject to any overtime calculation.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

# **Blackout Dates**

There will be time periods throughout the year in which we will have black out dates for PTO. During this time we will approve little to no PTO due to business needs. Generally this will be April, May, September, and October. We will do our best to notify all employees in advance of black out dates. However, the company reserves the right to alter or change these dates, based on business, at any time.

# Payment upon Termination

Unused PTO will not be paid out at time of termination regardless of if the employee is in good standing with the company or not. This applies to any reason for termination such as but not limited to, voluntary resignation, for cause termination, involuntary termination, layoff, reduction of force, etc.

## **3-4 LACTATION BREAKS**

QSR Productions, LLC will provide a reasonable amount of break time to accommodate employees 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 employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee'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. Please consult the General Manager with questions regarding this policy.

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

#### **3-5 WORKERS' COMPENSATION**

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

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See Section 4 - Leaves of Absence in this handbook for more information.

When seeking treatment, employees are required to visit a Concentra Urgent Care location for care. The only exception is if an ambulance is required to take an employee to the nearest hospital for emergency or life-saving care. Most Concentra Urgent Care locations are open from 8am-5pm Monday-Friday.

These principles apply on travel calls as well. The nearest Concentra Urgent Care location to the job site will be provided to the supervisor on travel calls. In the instance that the supervisor cannot find a nearby location or has not been provided with one,

Oklahoma City Concentra Urgent Care Locations:

West Reno 6101 W Reno Ave #800 Oklahoma City, OK 73127 (405)495-3085

Quadrum 200 Quadrum Dr Oklahoma City, OK 73108 (405)942-8767

Memorial Road 36 W Memorial rd #3 Oklahoma City, OK 73114 (405)755-3110

Oklahoma South 1500 W I-240 Service Road Oklahoma City, OK 73159 (405)632-1002

Tulsa Concentra Urgent Care Locations:

North Sheridan 1541 N Sheridan Rd Tulsa, OK 74115 (918)836-5406

Town West 5682 W Skelly Dr Tulsa, OK 74107 (918)446-1891

Tulsa 41st St 6732 East 41st St Tulsa, OK 74145 (918)794-4777

South Mingo 9515 E 51st Street Tulsa, OK 74145 (918)622-7488

#### Wichita Urgent Care Procedure:

Team members should be taken to the following urgent care locations if there is an injury within hours, provided it is not a life or death emergency.

Immediate Medical Care East 5838 E Central Ave. Wichita, KS 67208 9am -5:30pm Monday-Friday (316)440-4595

Immediate Medical Care West 4722 W. Kellogg Dr. Wichita, KS 67209 9am -5:30pm Monday-Friday (316)440-4595

NextCare Urgent Care 3006 S Seneca St Wichita, KS 67217 8am-8pm Monday-Friday; 8am-4pm Saturday/Sunday (316)522-4635 If there is an injury outside of urgent care hours, they will need to be taken to the nearest ER.

## **3-6 JURY DUTY**

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

Employees 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, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees 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**

The death of a family member is a time when employees wish to be with their families. If employees lose a close relative, they will be allowed paid time off of up to three (3) work days to assist in attending to their obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, grandparent, or the parent, sibling, or grandparent of the employee's spouse or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, QSR Productions, LLC may require verification of death.

## **3-8 VOTING LEAVE**

In the event employees do not have sufficient time outside of working hours to vote in an-election, if required by state law, the employee may take sufficient time off to vote. This time should be taken at the beginning or end of the regular work schedule. Employees may be granted two hours to vote. If an employee is at such a distance from a polling place that 2 or more hours will be required to vote, sufficient time will be allowed. If the employee's workday begins three or more hours after polls open or ends three or more hours before the polls close, they will not be granted time off to vote.

QSR must be notified at least 3 working days prior to the day of the election or day of early in-person voting if required by state law. The employee may be required to submit proof of voter registration, if allowable under state law. QSR reserves the right to select the days and hours given to vote, which may not include any time during a regular lunch period if required by state law. Such time will be paid if required by state law.

#### **3-9 INSURANCE PROGRAMS**

Full-time employees may participate in QSR Productions, LLC's insurance programs. Eligible employees may participate in the insurance programs on the first of the month after completion of 30 days of employment. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

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

#### **Health Insurance**

Medical coverage is provided through Blue Cross Blue Shield of Oklahoma, and employees may choose from a variety of plans to enroll in. QSR Productions, LLC will contribute 50% of the monthly rate for the premium. QSR Productions, LLC is only responsible for 50% of the employee's monthly rate, they are not subject to cover any percentage of a spouse, child or family plan. The employee's contribution percentage will be automatically withdrawn from their paycheck.

## **Dental Insurance**

Dental coverage is provided through Delta Dental, also at a 50% contribution rate. The employee's contribution percentage will be automatically withdrawn from their paycheck.

#### **Vision Insurance**

Vision coverage is provided through VSP. The employee is responsible for 50% of their monthly rate. The employee's contribution percentage will be automatically withdrawn from their paycheck.

Completed enrollment forms, whether applying for or waiving coverage, must be delivered to the General Manager no later than two weeks prior to the employee's effective date. *Employees who fail to enroll prior to their eligibility date must wait to enroll during annual open enrollment or after a qualifying event.* 

## **Direct Primary Care**

Direct Primary Care (DPC) provides unlimited visits to DPC doctors for \$0 copay for minor injuries and acute illnesses. DP is known to cover roughly 70-80% of the typical day-to-day healthcare needs. Prescriptions can be filled at DPC clinics for low cash pay prices to conveniently access medications at the clinic. Members can also connect with their DPC doctor virtually by phone or messaging. This benefit can be purchased for any dependents.

## **3-10 LONG-TERM DISABILITY BENEFITS**

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between QSR Productions, LLC and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees 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 SALARY CONTINUATION (SHORT TERM DISABILITY)**

QSR Productions, LLC provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by QSR Productions, LLC. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

# 3-12 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible QSR Productions LLC team members and their beneficiaries to continue health insurance coverage under QSR Productions LLC health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Office Administrator to learn more about your COBRA rights.

# **3-13 RETIREMENT PLAN**

Eligible employees are able to participate in QSR Productions, LLC's retirement plan. Employees become eligible after 1 year of service. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the General Manager if there are any further questions.

#### Section 4 - LEAVES OF ABSENCE

#### **4-1 PERSONAL LEAVE**

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

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

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

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

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

## **4-2 MILITARY LEAVE**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave. If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that QSR Productions, LLC can maintain proper coverage while employees are away.

# 4-3 FAMILY AND MEDICAL LEAVE

## Family and Medical Leave Act

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

# Eligibility

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

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

# Entitlements

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

## **Basic FMLA Leave Entitlement**

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

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or

 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

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

## Additional Military Family Leave Entitlement (Injured Service Member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee 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 begins on the first day an eligible employee takes leave to care for the injured service member.

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 service members also include a veteran who is terminated or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee 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 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.

## Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees 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 employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

#### No Work While on Leave

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

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

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

#### **Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

## Notice of Eligibility for, and Designation of, FMLA Leave

Employees 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, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection,

the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **Employee FMLA Leave Obligations**

## Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

# **Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the General Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees 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 healthcare provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

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

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees use sick 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.

# **Timing of Employee Notice**

Employees 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, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees 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.

# 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, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees 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 employees, subject to the approval of the employee's health care provider . If employees provide 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 employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee 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 employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

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

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

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

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees 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.

## **Initial Medical Certifications**

Employees 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 employees 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. Employees who are not eligible for FMLA may request a leave of absence, but it is not guaranteed. See **Section 5-3** for information on requesting a leave of absence when not eligible for FMLA.

If the Company has reason to doubt initial medical certifications, it may require employees 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 employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

## **Medical Recertifications**

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

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

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

## Submit Certifications Supporting Need for Military Family Leave

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

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees 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 employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

## Substitute Paid Leave for Unpaid FMLA Leave

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

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

#### Pay Employee's Share of Health Insurance Premiums

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

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

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees 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.

## Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact the General Manager. 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) terminate or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the General Manager immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

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

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

# Section 5 - GENERAL STANDARDS OF CONDUCT

## **5-1 WORKPLACE CONDUCT**

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

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

- Obtaining employment on the basis of false or misleading information.
- Stealing, removing or defacing QSR Productions, LLC property or a co-worker's property, and/or disclosure of confidential information.

- Completing another employee's time records.
- Violation of safety rules and policies.
- Violation of QSR Productions, LLC's Drug and Alcohol-Free Workplace Policy.
- Fighting, threatening or disrupting the work of others or other violations of QSR Productions, LLC's Workplace Violence Policy.
- Failure to follow lawful instructions of a supervisor.
- Failure to perform assigned job duties.
- Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- Gambling on Company property.
- Willful or careless destruction or damage to Company or client assets or to the equipment or possessions of another employee.
- Wasting work materials.
- Performing work of a personal nature during working time.
- Violation of the Solicitation and Distribution Policy.
- Violation of QSR Productions, LLC's Harassment or Equal Employment Opportunity Policies.
- Violation of the Communication and Computer Systems Policy.
- Unsatisfactory job performance.
- Taking photographs, videos, or audio recordings while on any event site.
- Initiating contact with any talent, band members, performers etc.
- Removing any items from an event site.
- Any other violation of QSR Productions, LLC policy.

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

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

## **5-2 GENERAL CREW MEMBER DUTIES AND RESPONSIBILITIES**

All QSR field employees will be hired as crew members first and foremost. Any additional roles, positions, or responsibilities are maintained by a combination of both training and QSRs continued confidence in an individual's ability to complete the tasks and responsibilities associated with the position.

These positions are divided into categories as follows:

Additional Crew		
Member Positions	Specialized Positions	Supervisor Positions
Cable Page	A1/A2	Team Leader
Camera Operator	L1/L2	Assistant Steward
Changeover Crew	V1/V2	Steward
Loader	AV Tech	
Spotlight Operator	Electrician / Tie In	
Stagehand	Forklift Operator	
Stitcher	Boom Lift Operator	
Theater Hand	Scissor Lift Operator	
Wardrobe	Loading Bridge	
Wig Technician	Flyman	
	Rigger	
	Runner	
	Driver	
	Travel	

## **Customer Relations**

In order to promote a professional image and continue to be a leader in our industry by providing superior service to our clients, QSR Productions LLC requires that its team members to adhere to the following workplace etiquette:

- Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or with your supervisor.
- Minimize unscheduled interruptions of other employees while they are working.
- Be conscious of how your voice travels, and manage the volume of your voice when talking on the phone, or to others, in open areas.
- Keep socializing to a minimum, and conduct conversations in areas where the noise will not be distracting to others.
- Do not block walkways / driveways while carrying on conversations.
- Refrain from using inappropriate language (swearing) that others may overhear.

- Monitor the volume when listening to music, voice mail, or a speakerphone that others can hear.
- Clean up after yourself and do not leave behind waste or discarded items.

Customers are among our organization's most valuable assets and QSR Productions LLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. Customers judge all of us by their interactions with individual team members. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Managers immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Managers or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing QSR Productions LLC as a leader in the field.

## Supervisors

The conduct of Supervisors directly impacts and represents the culture of QSR. As such, they are expected to meet all standards and guidelines established for the position. These include but are not limited to:

- Conduct a safety meeting with team members before the job begins.
- Assign tasks to team members and ensure that those tasks are being accomplished in a satisfactory manner.
- Manage the workflow to ensure that the job goes smoothly.
- Keep record of team members hours and submit a timesheet using the form available on the company website as soon as the call is finished.
- Submit all necessary reports including No Call No Shows, Late, Safety Issue, and Client Issue.
- Communicate with the client in a calm and professional manner.

Call Size	Sign in Time for Crew	Supervisor Start Time
1-5 Crew Members	10 minutes before call start	15 minutes before call start
6-10 Crew Members	15 minutes before call start	20 minutes before call start
11-15 Crew Members	20 minutes prior to call start	25 minutes before call start
16+ Crew Members	30 minutes prior to call start	35 minutes before call start

## **Personal Relationships**

An intimate personal relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one employee supervises another employee.

In cases where an intimate personal relationship exists and 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 termination from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

# **5-3 PUNCTUALITY AND ATTENDANCE**

Employees are hired to perform important functions at QSR Productions, LLC. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors.

If an employee must be absent from a call they confirmed for any reason, they should notify the office as early as possible. Crew members should be sure they are able to work the entire duration of a call prior to accepting it. Absences due to a lack of planning may not be excused. In the event a call time changes, crew members will be notified and given a chance to notify the office if they are not able to work. Absenteeism or tardiness, defined by the following attendance policy, will result in disciplinary action up to and including termination.

- Sign in Time Crew members are encouraged, but not required, to arrive by this time in order to guarantee their spot on a call. If a crew member shows up later than this time, which is determined by call and listed in their notes, there is a chance they may be turned away and not allowed to work if the call is already full and everyone meets standards (arrived by sign in time in proper uniform with proper tools).
- Call start time This is the time crew members are scheduled to begin working.
- Unexcused absences Calling out of a shift after confirming the shift in the scheduling software.
- Unexcused absences Within 24 hours Calling out of a shift within 24 hours of the call start time after confirming in the scheduling software.
- Late to Call Crew members will be considered late to a call if they arrive after the call start time.
- Walking a Call Leaving a call early without prior written permission from management or permission to be cut by the supervisor. Extenuating circumstances may be reviewed by the office.
- No Call/No Show Failure to notify QSR prior to call start time that the employee will not be able to work a call that they have confirmed.
- Excused absence An excused absence is when any of the previous conditions are converted into an excused absence due to reasonable circumstances. Reasonable circumstances are

determined exclusively by QSR for any of the proceeding categories, and will be evaluated in the investigation process.

We do recognize there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify both supervisors and the office as early as possible, but no later than call start time. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action, unless the crew member is not physically able to pick up a phone.

Employees should call, stating the nature of the absence and its expected duration, for every day of absenteeism. If an employee expects that they will not be able to work calls they have confirmed in the coming days in addition to the call on the date they are calling out for, it is best to notify the office as early as possible. It is also important to note that tardiness shall void the guarantee of the 4-hour minimum of pay.

If an employee needs to take an extended leave of absence and is not FMLA eligible, they may request a leave of absence by filling out the Leave of Absence Request Form provided by HR: hr@qsrproductionsllc.com. (See Section 4-1 PERSONAL LEAVE for details) In addition, they will need to request the time off in the scheduling software. Failure to do so may result in inactivation due to unresponsiveness, which can result in further disciplinary action up to and including termination.

## **5-4 USE OF COMMUNICATIONS AND COMPUTER SYSTEMS**

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

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

Further, QSR Productions, LLC may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and

regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

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

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

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

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

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

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

### **5-5 USE OF SOCIAL MEDIA**

QSR Productions, LLC respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace. Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

QSR Productions, LLC encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

## 5-6 PERSONAL AND COMPANY PROVIDED PORTABLE COMMUNICATION DEVICES

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

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, employees 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.

All information, documents, digital media, or other data on all company provided communications devices are considered to be work product(s) and therefore are the property of the Company.

Please note employees who are issued a Company communication device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

# Portable Communication Device Use While Driving

Employees 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, employees 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, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted

by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

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

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

Texting and emailing while driving is prohibited in all circumstances.

## **Personal Communication Devices**

While QSR Productions LLC permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only.

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices. This includes the taking of photos and/or video while working for QSR Productions, especially in places of restricted access. For the purposes of this policy, all "working" areas are considered confidential, including (but not limited to) backstage, loading docks, on-stage, and all of the main areas of the event location.

Nothing in this policy is intended to prevent team members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **5-7 INSPECTIONS**

QSR Productions, LLC reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal

possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## **5-8 SMOKING**

Smoking, including the use of e-cigarettes, is prohibited in undesignated areas on Company premises, venue premises, hotel premises (where applicable), and in all Company vehicles, rental vehicles, or any personally owned vehicle that's use is being compensated for by the Company.

Consequences include disciplinary action up to and including termination. For violations on travel calls, employees may be stripped of their travel role with the company in addition to other disciplinary action outlined in the travel policy.

## **5-9 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, employees are prohibited from having personal guests visit or accompany them anywhere in QSR Productions, LLC facilities other than the reception areas.

## **5-10 SOLICITATION AND DISTRIBUTION**

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing his/her work tasks for QSR Productions, LLC. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

No solicitation by employees, managers, or other company representatives is permitted at any time, to include fund raisers and charitable donations.

## **5-11 BULLETIN BOARDS**

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

## 5-12 CONFIDENTIAL COMPANY INFORMATION

During the course of work, employees may become aware of confidential information about QSR Productions, LLC's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers, and potential customers.

Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to QSR Productions, LLC's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

All employees of QSR Productions, LLC agree not to disclose any trade secrets or confidential information of QSR Productions, LLC to anyone else and to hold this information in confidence and use it solely on a need-to-know basis in the course of performing Services for QSR Productions, LLC. Except in the performance of Services for QSR Productions, LLC, employees will not reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, or for any purpose, any trade secrets or confidential information of QSR Productions, LLC. The obligations of this paragraph shall continue during the term of your employment with QSR Productions, LLC and (i) with respect to trade secrets, for so long as such information constitutes a trade secret under applicable law, and (ii) with regard to confidential information, for a period of three (3) years after discontinuation of employment for any reason. As used in this letter agreement, "trade secrets" mean information of QSR Productions, LLC, its licensors, suppliers, customers, or prospective licensors or customers, which include technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, and a list of actual or potential customers or suppliers, which are held in confidence by QSR Productions, LLC and have economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by others. As used herein, "confidential information" means information, other than trade secrets, that is of value to QSR Productions, LLC and is treated as confidential.

Regardless of reasoning for termination, for a period of 1 year following the date of termination with QSR Productions, LLC, former employees are not allowed in any manner to solicit or do business, or otherwise interfere with the relationship of QSR Productions, LLC, with any client or prospective client of QSR Productions, LLC with whom the employee has had professional contact during employment with QSR Productions, LLC. Regardless of the reason for termination, employees are not authorized during the term of employment and for a period of 1 year following the date of termination thereof, to (i) hire, or solicit for hire, on behalf of any person or entity, any person who is or was an employee or contractor of QSR Productions, LLC.

## **5-13 CONFIDENTIAL CLIENT INFORMATION**

Employees may be required by a client without notice to sign a Non-Disclosure Agreement to work at any event at any time. Refusal to sign on request will be considered walking the call and result in disciplinary action up to and including termination.

## **5-14 CONFLICT OF INTEREST AND BUSINESS ETHICS**

It is QSR Productions, LLC's policy that all employees 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 employee 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 employee 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 Clients.
- 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 employee'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 employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

QSR recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of QSR are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

QSR applies this policy consistently and without discrimination to all employees, and in compliance with all applicable employment and labor laws and regulations. The following rules for outside

employment apply to all employees notifying their supervisors or managers of their intent to engage in outside employment:

Work-related activities and conduct away from QSR must not compete with, conflict with or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to QSR. Employees are prohibited from performing any services for customers of QSR that are normally performed by QSR. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time for QSR.

QSR employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at QSR Productions, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).

Employees may not use QSR paid sick leave to perform work for another employer.

If an employee's outside employment presents a conflict of interest with QSR, as defined in the Conflict of Interest Policy, or if such outside employment has any potential for negative impact on QSR, the employee will be asked to terminate the outside employment.

Fraudulent use of company sick leave or an employee's refusal to comply with QSR's reasonable request to terminate outside employment may result in immediate termination of employment with QSR.

# 5-15 USE OF FACILITIES, EQUIPMENT, INTELLECTUAL AND PHYSICAL PROPERTY

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

Employees 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 employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

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

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

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

## 5-16 HEALTH AND SAFETY

The health and safety of employees and others on Company property are of critical concern to QSR Productions, LLC. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees 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 employees 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 employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

# 5-17 HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

A familial relationship among employees 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, QSR Productions, LLC may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

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

If two employees 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 employee 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 employee is similar to that of persons who are related by blood or marriage.

## 5-18 EMPLOYEE DRESS AND PERSONAL APPEARANCE

## **Office Uniform Policy**

Your personal appearance reflects on the reputation, integrity, and public image of QSR Productions LLC. All team members are required to report to work clean and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job.

QSR Productions LLC, in accordance with applicable law, will reasonably accommodate team members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Managers to request a reasonable accommodation. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:

# **Crew Uniform Policy**

QSR Productions LLC prides itself in the quality of its work as well as the professionalism of its team members. In addition to the general appearance guidelines set forth in this handbook team members will be expected to adhere to specific uniform policies based on the needs of the client. The most common uniform standards are as follows:

- Standard Blacks Solid black collared shirt and black jeans or pants. This will be the uniform most often used.
- Grays Solid gray shirt and solid khaki or gray pants. Shorts are sometimes appropriate as this uniform is typically used for the set up of outdoor events. Unless otherwise specified, when notes specify Grays, crew members may also substitute Standard Blacks if they prefer.
- Show Blacks Solid black collared shirt, black pants, and black shoes. No logo other than the QSR logo is allowed. This uniform is typically used for show calls at concerts and theaters.
- Dress Blacks Black slacks, black button up shirt, and solid black shoes. Only the QSR logo is allowed.
- Footwear must be tennis shoes or boots no cowboy boots. No shoes may be open-toed or open-backed (i.e. Crocs).
- No tank tops, cut-off shorts or shirts, camouflage or shorts shorter than 3 inches above the knee, yoga pants or leggings, joggers, sweatpants, or pajamas.
- Clothing must not be frayed or have holes.
- No clothing designs that are offensive, inappropriate, or cover more than 30% of the shirt.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **Office Uniform Policy**

# **Office Casual**

The purpose of this policy is to establish guidelines for appropriate office casual attire to maintain a professional and comfortable work environment. While we encourage individual expression and personal style, it is important to present a polished and respectful image to clients, colleagues, and visitors.

# **Definition of Office Casual:**

Office casual attire is a relaxed form of dress that allows employees to be comfortable while still maintaining a professional appearance. It promotes a more relaxed and inclusive work environment, but it is important to remember that the office is a place for business and professional interactions.

Examples of Acceptable Office Casual Attire:

- Shirts: Collared shirts, blouses, sweaters, and polo shirts are appropriate.
- Pants: Khakis, dress pants, trousers, and jeans without rips are acceptable.
- Skirts and Dresses: Knee-length or longer skirts and dresses are acceptable.
- Shoes: Closed-toe shoes, loafers, dress sandals, and flats are suitable.
- Accessories: Minimal and tasteful accessories such as belts, scarves, and jewelry are allowed.

Examples of Unacceptable Attire (The following items are considered inappropriate for office casual attire):

- Clothing with offensive language, images, or symbols.
- Revealing or overly casual clothing, including tank tops, crop tops, shorts, and flip-flops.
- Athletic wear, including sweatpants, gym shorts, and sports jerseys.
- Ripped or distressed clothing.
- Beachwear, including swimsuits, cover-ups, and flip-flops.

# Dress Code Flexibility:

We understand that certain occasions or business activities may require more formal attire. In such cases, employees will be notified in advance of any dress code modifications. It is important to use discretion and maintain a professional appearance during client meetings, presentations, and formal events.

Personal Hygiene and Grooming:

Employees are expected to maintain good personal hygiene and grooming standards. This includes maintaining clean and well-groomed hair, practicing appropriate oral hygiene, and avoiding excessive perfume or cologne usage.

Compliance and Disciplinary Action:

All employees are expected to adhere to the office casual dress code policy. Failure to comply may result in appropriate disciplinary action, including verbal warnings, written warnings, and, in severe cases, termination of employment.

# 5-19 PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the position of the Company as to any issues must be referred to the General Manager. Only the General Manager is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the General Manager, are authorized to make those statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the General Manager.

# **5-20 OPERATION OF VEHICLES**

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

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times. Any citations, tickets, or fines levied during the use of vehicles are the sole responsibility of the driver. The Company is not responsible for payment of, or reimbursement for, any monetary liabilities. If an employee is found to have violated traffic and vehicle safety laws while operating a rental or company vehicle, the employee may be subject to disciplinary action up to and including termination.

Dash cameras installed in Company vehicles are installed for the safety of the employees, drivers, and the vehicles. Turning them off, unplugging them, covering the camera, or tampering with them in any way could result in termination. We take the safety and security of our employees extremely seriously and these devices aid us in maintaining a safe work environment.

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

## **Alcohol Consumption**

While operating a vehicle for QSR, either company owned, rented, or private for the purposes of QSR, drivers shall consume no alcohol 8 hours prior to operating any vehicle, this includes but is not limited to: leaving from the meet up location at the start of travel, travel from the hotel to the venue, and from the hotel to home.

## **Company Vehicle Usage**

QSR Productions provides vehicles for travel and allows employees to drive on company designated travel according to the guidelines below:

Anyone authorized to drive the company vehicle must have a valid driver's license issued for the class of the vehicle being operated. State Motor Vehicle Records (MVR's) will be used as the source for verifying driver history. MVR's will be obtained and reviewed at least annually.

Driving privileges may be withdrawn or suspended and/or the company vehicle removed from any authorized driver not meeting the requirements above. Fines for parking or moving violations, towing storage or impoundment are the personal responsibility of the employee. The company will not condone nor excuse ignorance of any motor vehicle violations. You are required to report all moving violations to your supervisor within 24 hours. This requirement applies to any violation involving the usage of company vehicles. Failure to report violations will result in appropriate disciplinary action, including revoking driver privileges and possible termination of employment.

Employees who drive a company vehicle should refrain from any kind of inappropriate behavior that would reflect poorly on the image of the company. i.e. road rage, cutting other vehicles off, inappropriate hand gestures toward other drivers, speeding, illegal lane changes etc.

Cellular phones should not be used while operating a company vehicle . Using a cell phone while driving leads to an increased risk of having an accident through a lack of attention to driving. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on company business is strictly prohibited.

Employees may not drive any company vehicles without prior approval of management. Employees approved to drive on company business are required to inform management of any changes that may affect either their legal or physical ability to drive or their continued insurability.

Employees who drive a company vehicle must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security and cleanliness of the vehicle and its contents.

Employees must report any accident, theft or malicious damage involving a company vehicle to their supervisor immediately, regardless of the extent of damage or lack of injuries. Such reports must be

made as soon as possible but no later than 24 hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.

Employees are not permitted, under any circumstances, to operate a company vehicle when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any company vehicle at any time while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

## **Return of Company Vehicle**

It is the assigned Driver's responsibility to return the company vehicle in the condition it was before the trip, if not better.

When returning a company vehicle, employees should check the following:

- Ensure all trash is removed from the vehicle.
- Make sure any stored items in the vehicle are returned to their proper location
- Clean up any spills, dirt, mud, etc. tracked into the vehicle.
- Ensure everything is in working order as it was before the trip i.e. headlights, brake lights, windshield wipers, turn signals, etc.
- Ensure tires are not flat and do not have nails/screws, or other damage.
- Damages to the vehicle should be reported to your immediate supervisor upon return i.e. windows and windshield cracks, chips, broken, etc.
- The vehicle should not be returned smelling like marijuana or smoke.

The previous list is not exhaustive, and the company may add, change, or require additional tasks to be completed at any time.

In the event there was damage to the vehicle that results in cleaning or repairs over the reasonable cleaning cost of \$40.00, the company reserves the right to deduct from the Driver's paycheck the cost of repairs and cleaning, except to the extent prohibited by federal or state minimum wage law.

Please note that nothing in this policy changes the At-Will status of employment. Your employment with QSR Productions is at-will and either you or QSR Productions can terminate your employment at any time, for any reason, with or without cause.

## Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees 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, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

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

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

Texting and emailing while driving is prohibited in all circumstances.

## **5-21 BUSINESS EXPENSE REIMBURSEMENT**

## Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by management and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the General Manager along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact management in advance if they have any questions about whether an expense will be reimbursed. If an expense is not approved, it will not be reimbursed.

When using personal vehicles for business purposes, the standard policy is to include the total stipend into the event advertisement on LASSO. In case of exceptions, mileage reimbursement for personal vehicles used will be at the rate of \$0.45 per mile.

## **Company Credit Cards**

All Team Members in the possession of a credit card issued by QSR Productions LLC will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to QSR Productions LLC vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$100 must receive prior approval from management.

Your QSR Productions LLC credit card may not be used for personal reasons. Use of the QSR Productions LLC credit card is restricted to business related expenses approved by management only. Unless specifically authorized by the President or General Manager of QSR, the purchase of food from restaurants or other stores is strictly forbidden.

The employee is responsible for maintaining receipts for each purchase (paper or electronic) and will be expected to submit them via Expense form on the QSR Website under Team Member Forms for review no later than 4 hours after the purchase or end of the event associated with purchase.

Any unauthorized purchases made with a credit card issued by QSR Productions LLC will be the cardholder's responsibility. The employee must reimburse any such purchase to QSR Productions LLC within 3 days. Failure to do so will result in the amount of the purchase being deducted from the employee's weekly paycheck at the maximum amount allowed by law until the balance has been recovered.

Immediately report lost or stolen QSR Productions LLC cards to your Office Administrator. Failure to follow this policy may result in disciplinary action up to and including termination.

## Cash/ Wisely Pay Card

Employees who are handed cash or who receive cash disbursed to their Wisely card as an advance for business related expenses, must fill out the proper forms provided by administration. A receipt must be provided for every expense and submitted via the Expense form located under Team Member Forms on the QSR Productions, LLC website. Any leftover amount not used for business related expenses, or for which a receipt cannot be located will be returned to the company or taken out of the employees next paycheck.

## **5-22 TRAVEL POLICY**

We want to ensure all of our employees are prepared and set up for success before starting the job. Employees are expected to have a great attitude and be respectful of each other, the venue, and any property owned by the company, clients, and vendors.

As a reminder, an employee's qualification to be offered positions on travel events is a privilege. As such, QSR Productions reserves the right to remove travel consideration from any employee at any time for any reason we deem necessary for the safety and success of the team and the company.

Due to the nature of overnight stays during travel events, it is essential that employees are well-prepared. The following guidelines outline expectations for overnight stays:

1. All employees will be required to bring the following personal items:

- a. Proper work uniform required for the event
- b. Personal hygiene items
- c. Driver's License or ID Card
- d. Vaccination card (If you have one)
- 2. All employees will be required to bring the following items to the event and be ready to work:
  - a. Steel toe work boots
  - b. Crescent wrenches
  - c. Driver's License or ID Card
  - d. Vaccination card (If you have one)
- 3. QSR Productions LLC will provide the following as needed:
  - a. Hard Hats
  - b. Hi-Vis Vest
  - c. Gloves
  - d. Hammer
- 4. Alcohol Consumption: At no time should an employee be visibly intoxicated while traveling for QSR. Specific restrictions include:
  - a. Drivers: no alcohol consumption 8 hours prior to operating any vehicle, this includes leaving from the meet up location at the start of travel, travel from the hotel to the venue, and from the hotel to home.
  - b. Travelers: no alcohol consumption 4 hours prior to van call, this includes leaving from the meet up location at the start of travel, travel from the hotel to the venue, and from the hotel to home.

It is standard policy that QSR books two employees per room unless stated otherwise. While we encourage employees to make their own roommate selections, please note that room assignments will be made based on availability and logistical considerations. If you do not make a room assignment request, QSR will assign a room for you. QSR Productions will make reasonable efforts to accommodate roommate preferences, but we cannot guarantee that all requests will be fulfilled.

If an employee prefers to have their own hotel room and is willing to cover the associated costs, they may choose to do so at their own expense. In such cases, the employee will be responsible for arranging and paying for their preferred accommodation. Please note that any expenses related to personal hotel room choices will not be reimbursed by the company.

Additionally, as a reminder QSR Productions has a zero-tolerance policy for any form of harassment. This includes, but is not limited to, sexual harassment, verbal abuse, or any other

behavior that creates an uncomfortable, hostile, or offensive work environment. Harassment of any kind will not be tolerated, whether it occurs during travel events, in hotel rooms, or at any other time while representing QSR Productions. For further definitions on what constitutes harassment and how to report harassment, please reference our Non-Harassment and Sexual Harassment policies in the handbook.

We reserve the right to send any employee home, at their expense, who violates any company policy, including our harassment policy. If an employee of QSR violates any company policy that results in them not completing the assigned shifts while traveling, employees can be held responsible for all associated travel expenses and costs (e.g., airplane tickets, per diem, hotel costs, etc.). Furthermore, they will be liable for any fines incurred as a result of any violation. By signing this document, I am authorizing the company to withhold the amount of expenses, except to the extent prohibited by federal or state minimum wage law.

Please ensure that you read and understand the travel policy outlined above, including the harassment policy. Please consult with the HR department if you have any questions or require further clarification.

## 5-23 OPEN DOOR AND CONFLICT RESOLUTION PROCESS

QSR Productions LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Managers and, if necessary, to the General Manager or Upper Level Management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of QSR Productions LLC, management, its team members, vendors, customers, or any other persons or entities related to the QSR Productions LLC, bring your concerns to the attention of your Managers. Most problems can be resolved informally through dialogue between you and your immediate Managers. If you have already brought this matter to the attention of your Managers before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the General Manager or upper level management using the General Report form available on the Company Website. Describe the problem, the persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## 5-24 PHOTOGRAPHY, VIDEO, AND AUDIO POLICY

QSR Productions LLC has a strict NO PHOTOGRAPHY and NO VIDEO policy at all events and concerts that we are contracted to work by our clients, unless given explicit permission in writing by QSR Productions, LLC management. Many of the events and concerts that we work have a no picture/video clause in the contract we sign with our clients and we need to respect their wishes at

all times. Any violation of this policy by any QSR Productions LLC team member will result in disciplinary action up to and including termination. This policy is in place to not only protect QSR Productions LLC but also our crew members and our clients from any negative action being taken against them.

## **5-25 REFERENCES**

QSR Productions, LLC will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of termination, 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 Human Resources Department.

## Only the Human Resources Department may provide references.

## **5-26 DISCIPLINARY PROCESS**

Violation of QSR Productions LLC policies or procedures may result in disciplinary action including, but not limited to, leave without pay, decrease in pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate team members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

The progressive disciplinary process includes four levels of infractions up to and including termination. In the event that any combination of infractions incur a probationary period of 6 months or longer, the employee may be reviewed for disciplinary action up to and including termination.

Level One Infractions include, but are not limited to the following:

- Late to Call under 5 minutes
- Repeatedly backing out of/ declining requested shifts
- Slightly out of uniform (including, but not limited to wearing navy instead of black and other minor issues)
- No crescent wrench
- Performance issues

Level one infractions are subject to a warning. Exceptions occur in the event that any level one infraction taking place more than once in a 30 day period will escalate to a level two infraction, or in the event that a level one infraction takes place more than three times in a 30 day period in which

case it will escalate to a level three infraction. Employees who receive a first time level one infraction warning will be notified in writing and coached.

Level Two Infractions include, but are not limited to the following:

- Late to Call over 5 minutes
- Unexcused absences
- Significantly out of uniform (including, but not limited to wearing clothing with holes, open-toed shoes, etc)
- 2nd time Level 1 infractions

Level two infractions may be subject to a seven day probationary period, except in the event that they occur more than once and are escalated to a level three.

Level Three Infractions include, but are not limited to the following:

- Unexcused absences within 24 hours of the call start time
- 3rd time (or more), repeated Level 1 infractions
- 2nd time Level 2 infractions

Level three infractions may be subject to a 28 day probationary period.

Level Four Infractions include, but are not limited to the following:

- Any series of level one two or three infractions resulting in probations that last more than six months
- Job abandonment
  - Walking a Call
  - No Call No Show
  - Repeated absences
  - Failure to respond to company communications
- Hostile work environment
  - Sexual harassment or assault
  - Physical harassment or assault
  - Verbal harassment or assault
- Insubordination
  - $\circ$   $\;$  Refusing to comply with direct instructions from a supervisor
  - Refusing to sign company paperwork
- Malicious reports
- Falsifying statements, information, and documentation
- Criminal acts
- Gross violation of company Policy

Level four infractions may be subject to inactivation, HR review, and/or termination.

## **Disciplinary Actions**

For QSR, our probation policy is such that while on probation, you may be removed from any and/or all future calls for the duration of an individual's probation period. The removal from calls will be determined based upon the severity of the infraction and the needs of the company.

If a warning is received, employees must confirm receipt and understanding of the violation, within 24 hours. If an official write up is given, employees may be required to sign and confirm they have reviewed and understand policies in question. Failure to do so could result in consequences up to and including termination.

If an employee commits an infraction or policy violation while on probation, depending upon the level under which it falls as outlined above, the employee may be subject to a probation extension or disciplinary action up to and including probation.

Infractions not relating to administrative issues may be referred to human resources for the purpose of investigation. During human resource investigations, a team member may be placed on probation pending the outcome of the investigation. The team member can expect to be contacted by human resources within 48 business hours of notification.

We at QSR strive to act quickly to all notifications of harassment of any kind and will immediately refer issues to human resources to get their involvement as soon as possible to protect any victims from further harassment.

Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure outlined, and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

QSR reserves the right to remove an individual from any additional roles at any time due to a perceived issue and/or loss of confidence in the employee's ability to adequately fulfill the tasks associated with the position.

If a loss of confidence occurs, the employee will be removed from the ability to be assigned to the associated role on future calls. Upon request, QSR will provide (in writing) the employee with a Professional Improvement Plan (PIP). A PIP may include remedial training and/or coaching in the position. Remedial training will be provided on a first come first serve basis as scheduled by the designated instructor for the position.

## Travel Team

Being considered for the role of travel team member is a multifaceted decision. Due to the special nature of traveling for multiple days for events, special considerations need to be made based upon the cohesiveness of the team and its members. In addition to the standards for on the job performance set by QSR, each travel team member is expected to maintain a high level of professionalism throughout the entire trip, including during down time and travel time. If a supervisor or QSR management loses confidence in an employee for any reason, they may be removed from consideration for future travel events. Due to the special nature of such issues, QSR may not be able to effectively build a PIP for this position as they do not directly relate to a specific or standard crew responsibility or role competency.

## **Leadership Roles**

Any loss of a leadership role may result in termination depending on the nature of the loss of confidence in completing such duties.

It is our continued goal at QSR Productions (QSR) to maintain a professional work force and provide a safe, inclusive, and harassment free work environment. As we strive to achieve these goals, it is necessary to provide every employee with guidelines and principles, enabling them best to meet the standards we set.

We also believe that if these standards are not met or are violated in any way, it is in the best interest of all parties involved that the repercussions be consistent for all employees and handled in the most professional and timely way possible. To this end, we maintain a list of infractions with resulting actions to avoid any impression of favoritism.

To best serve our employees we have standard consequences for attendance infractions. Administrative infractions are such that they violate the standards of QSR without directly impacting another individual.

## 5-27 IF YOU MUST LEAVE US

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

Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## **5-28 EXIT INTERVIEWS**

Employees who resign are requested to participate in an exit interview with the Human Resources Representative, if possible.

## 5-29 A FEW CLOSING WORDS

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

## **GENERAL HANDBOOK ACKNOWLEDGMENT**

This Employee handbook is an important document intended to help employees become acquainted with QSR Productions, LLC. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

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

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

I have received and read a copy of QSR Productions, LLC's Employees handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

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

I understand that a copy of QSR LLC's employee handbook is available for viewing and download at <u>httpS://www.qsrandproductionsllc.com/teammember-forms</u>

I understand that the policies, rules and benefits described in it are subject to change at any time, and at the sole discretion of the company, and that I am responsible for reviewing, and staying up-to-date on changes made.

I understand that no representative of QSR Productions, LLC other than the President may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee handbook.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

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

## **RECEIPT OF NON-HARASSMENT POLICY**

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

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected

characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

## **Harassment Defined**

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

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

## **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the HR: hr@qsrproductionsllc.com, (405) 261-9454. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the General Manager. If the person toward

whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

## **Investigation Procedures**

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

## **Retaliation Prohibited**

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

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

I have read and I understand QSR Productions, LLC's Non-Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

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

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

## **RECEIPT OF SEXUAL HARASSMENT POLICY**

It is QSR's policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within QSR. It is to ensure that at QSR all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, this generally includes but is not limited to verbal or physical conduct of a nature outlined in further detail below.

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the HR: hr@qsrproductionsllc.com, (405) 261-9454. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the General Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, QSR will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employees feel they have been subjected to any such retaliation, they should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination. All employees must cooperate with all investigations.

## **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, including but not limited to unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

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

Examples of conduct that violate this policy include:

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

I have read and I understand QSR's Sexual Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

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

#### NON-SOLICITATION AGREEMENT

You agree that, regardless of the reason for termination, you will not, for a period of 1 year following the date of termination of your employment with QSR Productions, LLC, in any manner solicit or do business, or otherwise interfere with the relationship of QSR Productions, LLC, with any client or prospective client of QSR Productions, LLC with whom you have had professional contact during your employment with QSR Productions, LLC. You also agree that, regardless of the reason for the termination, you will not, during the term of your employment and for a period of 1 year following the date of termination thereof, (i) hire, or solicit for hire, on behalf of any person or entity, any

person who is or was an employee or contractor of QSR Productions, LLC, at any time during the 1 year period prior to the date of termination.

I have read and I understand QSR Productions, LLC's Non-Solicitation Agreement.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

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

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

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

You agree not to disclose any trade secrets or confidential information of QSR Productions, LLC to anyone else and to hold this information in confidence and use it solely on a need-to-know basis in the course of performing Services for QSR Productions, LLC. Except in the performance of Services for QSR Productions, LLC, you will not reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, or for any purpose, any trade secrets or confidential information of QSR Productions, LLC. The obligations of this paragraph shall continue during the term of your employment with QSR Productions, LLC and (i) with respect to trade secrets, for so long as such information constitutes a trade secret under applicable law, and (ii) with regard to confidential information, for a period of three (3) years after termination of employment for any reason. As used in this letter agreement, "trade secrets" mean information of QSR Productions, LLC, its licensors, suppliers, customers, or prospective licensors or customers, which include technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, and a list of actual or potential customers or suppliers, which are held in confidence by QSR Productions, LLC and have economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by others. As used herein, "confidential information" means information, other than trade secrets, that is of value to QSR Productions, LLC and is treated as confidential.

I have read and I understand QSR Productions, LLC's Non-Disclosure and Confidentiality Agreement.

Employee's Printed Name:

Employee's Signature: \_\_\_\_\_

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

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

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

# **APPENDIX -1 KANSAS STATE ADDENDUM**

This addendum only applies to employees in Kansas. This addendum is in addition to the QSR Productions handbook and only modifies the provisions included in the addendum.

**Crime Victims Leave** 

Kansas employees who are victims of sexual assault may take up to eight days of unpaid time off each year to:

- Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child or children;
- Seek medical attention for injuries caused by sexual assault;
- Obtain services from a rape crisis center as a result of sexual assault; or
- Make court appearances in the aftermath of sexual assault.

Employees must provide QSR Productions reasonable advance notice of the need to take time off under this policy, if practicable. If advance notice is not practical, employees must provide notice as soon as practical. QSR Productions may request reasonable documentation reflecting the need for such leave, including:

- A police report indicating that the employee was a victim of sexual assault;
- A court order protecting or separating the employee from the perpetrator of an act of sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or
- Documentation from a medical professional, advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of sexual assault.

To the extent permitted under law, QSR Productions will treat all information related to an employee's leave pursuant to this policy as confidential. QSR Productions will not discriminate or retaliate against employees for requesting or taking leave in compliance with this policy.

Employees may use available PTO during unpaid time off taken under this policy.

# 2

Time off under this policy shall run concurrently with time taken under the Company's Domestic Violence Leave Policy, to the extent permitted under applicable law.

# **Domestic Violence Leave**

Kansas employees who are victims of domestic violence may take up to eight days of unpaid time off each year to:

• Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child or children;

- Seek medical attention for injuries caused by domestic violence;
- Obtain services from a domestic violence shelter, domestic violence program, or rape crisis center as a result of domestic violence; or
- Make court appearances in the aftermath of domestic violence.

Employees must provide QSR Productions at least 48 hours of advance notice of the need to take time off under this policy, if practicable. If advance notice is not practical, employees must provide notice as soon as practical. QSR Productions may request reasonable documentation of the need for such leave, including, but not limited to:

- A police report indicating that the employee was a victim of domestic violence;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent permitted under law, QSR Productions will treat all information related to an employee's leave pursuant to this policy as confidential. QSR Productions will not discriminate or retaliate against employees for requesting or taking leave in compliance with this policy. Employees may use available PTO during otherwise unpaid time off taken under this policy.

Time off under this policy shall run concurrently with time taken under the Company's Crime Victim Leave Policy, to the extent permitted under applicable law.

## 3

## **Equal Employment and Anti-Discrimination Policy**

This is only an excerpt of QSR Productions's complete policy with state specific information included in italics. Please refer to the complete policy for further information.

QSR Productions is an equal opportunity employer and makes employment decisions based on merit and Company needs. Creating an inclusive and professional environment where employees feel comfortable, safe, and free from inappropriate and disrespectful conduct is one of the Company's core values.

QSR Productions does not discriminate against (in any aspect of employment, including recruiting and hiring, job assignment, compensation, opportunities for advancement, promotion, transfers, evaluation, benefits, training, discipline, and termination), nor does it tolerate harassment by any person, including, co-workers, supervisors, and third parties, on the basis of the following Protected Characteristics: In Kansas: race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, genetic information, military status, victims of domestic violence, and victims of sexual assault

Information about the Kansas Human Rights Commission can be found at <u>http://www.khrc.net/</u> or by calling 785-296-3206.

## **Military Service Leave**

This is only an excerpt of QSR Productions's complete policy with state specific information included in italics. Please refer to the complete policy for further information.

Employees may take military leave for training and other non-active-duty activities in accordance with applicable law.

• Kansas employees who are members of the state uniformed services may take up to 10 days of military leave per year.

# **Pregnancy Leave**

This policy applies only when QSR Productions has four or more employees.

Kansas employees may take a reasonable amount of unpaid time off for pregnancy. Upon return from a pregnancy-related leave of absence, the employee will be reinstated to their original job or to a position of like status and pay without loss of service, credits, seniority or other benefits.