



Building Tomorrow Together

Associate Policy Manual

Associate Acknowledgement Form

Team Schierl Companies (TSC) believes the employment relationship to be an association for the mutual benefit and success of both the company and Associate. This Associate Policy Manual describes important information about TSC. I acknowledge that this Policy Manual is in place for all corporate entities of TSC which include:

- Schierl, Inc.
- Universal Inc.
- HSSS, LLC
- Schierl Sales Corp.
- And any other entity having Schierl ownership

I understand that I should consult the Co-Chief Executive Officer, Bill Schierl, or the Corporate Director of Association Services, Candace Meronk, regarding any questions not answered or which I need assistance on in the Associate Policy Manual.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Associate Policy Manual may occur, except as to TSC policy of employment at-will. All such changes will be communicated through official notices and/or revisions to the Policy Manual. I understand that revised and additional information may supersede, modify, or eliminate existing policies. Only the Co-CEOs or the Corporate Director of Association Services of TSC has the authority to adopt any revisions to the policies in this Associate Policy Manual.

I have entered into my association with TSC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either TSC or I may terminate the relationship at will, with or without cause, at any time.

Furthermore, I acknowledge that this Associate Policy Manual is neither a contract of employment nor a legal document. I also acknowledge that I have had the opportunity to review the Associate Policy Manual, and I understand that it is my responsibility to read and comply with the policies contained in it and any revisions made to it.

I also understand that an official copy of the Associate Policy Manual will be at my work location for ongoing reference as well as on the TSC intranet site at <http://info.teamschierl.com>. I may request my own copy of the Associate Policy Manual at any time by contacting Association Services.

Associate Signature

Date

Associate's Name (Type or Printed)

Associate Work Location

Welcome and Introductory Statement

On behalf of all Associates, we welcome you to Team Schierl Companies (TSC) and wish you every success here. We believe that each Associate contributes directly to TSC's growth and success, and hope you will take pride in being a member of the Team.

This Policy Manual is designed to acquaint you with Team Schierl Companies (TSC) and provide you with general guidelines and information about working expectations, Associate benefits, and the policies affecting your association. At TSC and throughout this Policy Manual, we support our Team Culture by using certain terminology. We refer to employees as Associates and employment as association. We also use the terms Leadership, Leader and Advisor supporting our culture of teamwork instead of supervisor or manager. And most important, we refer to our customers as Guests, enhancing our commitment to exceeding expectations.

You should read and understand all provisions of this Policy Manual. It describes many of your responsibilities as an Associate and outlines the programs developed by TSC to benefit Associates. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Policy Manual can anticipate every circumstance or question about policy or procedures. As TSC continues to grow, the need may arise and TSC reserves the right to revise, supplement, or rescind any policies or portion of the Policy Manual from time to time, as it deems appropriate, in its sole and absolute discretion. TSC employment at-will policy, permitting you or TSC to end your association for any reason at any time, is not subject to change without the express written approval of a Co-CEO or the Corporate Director of Association Services. No verbal representation by any individual will create an implied or express contract.

At any time during your association, please contact Association Services for any information related to your association, your benefits or other contents of this Policy Manual.

We hope that your experience with TSC will be challenging, enjoyable, and rewarding!

Sincerely,

Tim Schierl, Fritz Schierl and Bill Schierl

Co-Chief Executive Officers



TSC's Guest Service "A" List!

HOW WE SUCCEED IN DELIVERING AND EXCEEDING GUEST EXPECTATIONS

ATTITUDE!

- Choose your attitude!
- How you think and feel about the Guest, is how you will treat them

APPEARANCE!

- The appearance of TSC Associates is neat, professional and friendly!
 - The appearance of TSC facilities is top-notch!

APPRECIATION!

- Four second "WELCOME" greeting with eye contact and smile!
- Every Guest upon leaving hears an "appreciation statement" such as; "Thank you for being our Guest today," or "We appreciate your business and look forward to seeing you again!"

ALWAYS!

- Always, means Always! Each and every Guest interaction influences TSC future success
 - Guest Service is Always influenced through your Attitude, the Appearance of ourselves and our facilities

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Section 1: Association

Nature of Association

Association at Team Schierl Companies (TSC) is “at-will.” This means either the Associate or the company may terminate the association relationship at any time, for any reason or no reason, with or without notice. The at-will relationship may not be modified or altered, except by written agreement signed by a Co-CEO or the Corporate Director of Association Services of TSC.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of a Co-CEO or the Corporate Director of Association Services of TSC.

Associate Relations

TSC believes that the work conditions, wages, and benefits it offers to its Associates are competitive with those offered by other employers doing business in similar communities and in similar industries. If Associates have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Advisor, the Corporate Director of Association Services, or a Co-CEO.

Our experience has shown that when Associates deal openly and directly with Leadership, the work environment can be enhanced, communications can be clear, and attitudes can be positive. We believe that TSC amply demonstrates its commitment to Associates by responding effectively to Associate concerns.

Equal Employment Opportunity

TSC is an Equal Opportunity Employer. It is the policy of this organization that employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, association practices shall not be influenced or affected by virtue of an applicant's or Associate's race, color, religion, sex, sexual orientation, national origin, genetic information, age, or any other characteristic protected by law. In addition, it is TSC's policy to provide an environment that is free of unlawful harassment of any kind, including that which is sexual, age related, or ethnic. This policy governs all aspects of association including promotion, assignment, discharge, and other terms and conditions of association as determined by TSC.

TSC will comply with state and federal law regarding disabled individuals.

Associates with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate Advisor, the Corporate Director of Association Services or Bill Schierl. Associates may raise concerns and make reports without fear of reprisal or retaliation.

Applications for Employment

TSC relies upon the accuracy of information contained in the association application for employment as well as the accuracy of other data presented throughout the hiring process and entire period of association.

Any misrepresentations, falsifications, or material omissions in any of this information or data may result in TSC exclusion of the individual from further consideration for association or, if the person has been hired, disciplinary action or termination of association.

Screening for Employment and Pre-Associate Physical

To ensure that individuals who join TSC are well qualified and have a strong potential to be productive and successful, it is the policy of TSC to conduct pre-hire screenings for applicants. Applicants may be asked to complete appropriate releases and waivers prior to the screenings. It is the posture of TSC to conduct employment reference checks on all candidates. Other pre-hire screens may be dependent upon the position and may include: criminal background checks, drug screens, driver checks, lift evaluations, screens required and applicable for DOT drivers and any other screen that may be appropriate to the position. Any offer of hire made prior to receiving results of screenings will be contingent upon the candidate successfully passing the screening requirements.

Associate Medical Exams

It is the policy of TSC that applicants to whom a conditional offer of association has been extended and, at times, current Associates may be required to undergo medical tests, procedures, or examinations whenever Leadership determines that these are necessary for the safety of Associates and/or efficient operation of the organization and/or for determined positions.

After an offer has been made to an applicant entering a designated job category for which Leadership determines that an examination is necessary, a medical examination will be performed at TSC expense by a health professional of TSC choice. The offer of association and assignment to duties is contingent upon satisfactory completion of the exam.

Current Associates may be required to take medical examinations to determine fitness for duty for performance and/or business necessity reasons. Such examinations will be scheduled at reasonable times and intervals and performed at TSC expense by a health professional of TSC choice. Associates will be paid their regular wage for the time spent at the exam. Information regarding an Associate's medical condition or history will be kept separate from other Associate information and maintained confidentially. Access to this information will be limited to those restricted by federal law.

Hiring of Family Members

TSC allows the hiring of family members, close relatives, or domestic partners under certain conditions. A close family member or close relative includes, but is not limited to spouses, children, mothers, fathers, brothers, sisters, and in-laws (mother, father, son, daughter, brother, sister), and all of the above through divorce and remarriage or step relatives. This policy may also include domestic partner and/or significant other relationships. The following restrictions apply:

A family member, close relative or domestic partner will not be hired as a team member in a functional team/location or promoted to a position within a functional team/location so that they would lead/advise or be led/advised by another family member (conflict of interests or auditing of others work included).

When Associates marry and both are working in the same functional team/location, one of the Associates may be transferred to another functional team/location if one of the Associates is in a Leadership role leading/advising the other. Transfers are at the sole discretion of TSC.

This policy may also apply to close personal relationships if it (the relationship) impacts negative perception by others or becomes disruptive in the operation of the functional team/location or organization.

The hiring or promoting of all family members, close relatives or significant others/domestic partners of a current Associate must be pre-approved by Tim Schierl, Fritz Schierl, Bill Schierl, or the Corporate Director of Association Services.

In cases of actual or potential problems, TSC will take prompt action. This can include reassignment, or, if necessary, termination of association for one or both of the individuals involved.

Associate Conflicts of Interest

Each Associate has the obligation to place TSC interest above opportunity for personal gain, and to avoid all situations that might compromise the Associate's ability to perform his or her duties to the best interest of TSC.

Immigration Law Compliance

TSC is committed to the association (employing) of United States' citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986 and amendments, all new associates are required by federal law to verify their identity and eligibility to work in the United States. Each new Associate, as a condition of association, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and association eligibility within legal timelines.

Outside Employment/Association

Associates may hold outside jobs as long as they meet the performance standards and availability/scheduling requirements of their position with TSC. All Associates will be judged by the same performance standards and will be subject to TSC scheduling demands, regardless of any existing outside work requirements.

If TSC determines that an Associate's outside work interferes with performance or the ability to meet the requirements of TSC as they are modified from time to time, the Associate may be asked to terminate the outside employment if he or she wishes to remain with TSC. Outside employment that constitutes a conflict of interest is prohibited. Associates may not personally receive any income or material gain from internal or external Guests for products or services rendered while performing their duties at TSC during the business day. In addition, Associates are never allowed to use TSC facilities, products, resources or property for personal financial gain.

TSC medical/dental plans and Worker's Compensation and Short-term Medical benefits will not cover any injury or related expenses, which occurred while an Associate is working for personal financial gain not in the course of TSC business. The Associate must arrange for such coverage under a Workers' Compensation policy from their other employer or on an independent basis if required by the state.

Confidentiality of Information Obtained During Association

An Associate may receive, develop, or otherwise acquire various kinds of information which is of discrete or confidential nature. Except when authorized by TSC (in writing if after termination of association), each Associate agrees not to disclose or use, directly or indirectly, either during or subsequent to his or her association, any information of TSC which he or she obtains during the course of association relating to technical data, compensation programs, reports, ideas, services, processes, procedures, prices, discounts, computer and informational systems (including software which shall encompass, for example, source code, object code, documentation, diagrams and flow charts), unpublished works of any nature whether or not copyrightable, Guest lists, future plans, policies, and all other information and knowledge in whatever form used in compensation, leadership, marketing, purchasing, finance, operations or otherwise, concerning the businesses of TSC which is of a discrete or confidential nature, by whomever developed. Each Associate agrees to deliver to TSC promptly upon request or on the date of termination of association all documents, copies thereof and other materials in the Associate's possession relating to any of the kinds of information identified above.

Disability Accommodation

It is the policy of TSC to comply with the requirements of the Americans with Disabilities Act (ADA) and any state equivalent laws. This means that TSC does not discriminate against qualified disabled applicants or qualified disabled Associates who can perform the essential functions of the job with or without reasonable accommodation. It is the specific responsibility of the Associate to notify Association Services if accommodation is needed so that we may evaluate our obligations under the applicable laws.

We also pledge to make our premises accessible to the disabled when and where it can be accomplished without undue hardships. Please direct any specific questions about ADA or applicable disability laws to Association Services.

Termination/Resignation of Association

Termination/resignation of association is an inevitable part of employment relationships within any organization. Please provide notice of resignation as soon as possible (preferably two weeks or more prior to leaving) in writing to your Leader. The termination or resignation date is the last day actively at work. Unless prior approval has been received, an Associate that has given notice of their intent to leave (resign) will not be paid sick leave. PTO benefits may or may not be available under the guidelines of that benefit.

TSC may schedule exit interviews at the time of association termination/resignation. The exit interview will afford an opportunity to discuss such issues as Associate benefits, conversion privileges, repayment of outstanding debts to TSC, or return of company-owned property. Suggestions, complaints, and questions can also be voiced.

Associates are responsible for return of all property, materials, or written information issued to them or in their possession or control. All TSC property, including but not limited to manuals, keys, cell phones, vehicles, laptops or any other TSC property must be returned by Associates on or before their last day of association. TSC may also take all action deemed appropriate to recover or protect its property.

Since association with TSC is based on mutual consent, both the Associate and TSC have the right to terminate employment at-will, with or without cause, at any time. Associate benefits will be affected by termination of association in the following manner. All accrued, vested benefits that are due and payable at termination may be paid at the time of termination or may be held as regularly scheduled payments under an existing program. Some benefits may be continued at the Associate's expense if the Associate so chooses. The Associate will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Compensation Incentive/Bonus Programs

Regarding TSC compensation incentive/bonus programs, an Associate must be actively at work for the entire timeframe of the applicable incentive program to be eligible for incentive/bonus payments that are individual performance or position eligible. Incentive/bonus payments that are team based may be forfeited upon resignation or termination as eligibility is at time of payment is based on active association.

Incentives Awards/Prizes & Guests Promotions

The purpose of this policy is to provide clarification on awards, gifts, and such prizes for applicable ownership and taxation. This policy is for general interpretation and in no way can address every situation which may arise. Association Services should be consulted for clarification. TSC complies with state and federal laws regarding tax withholding on incentive awards and prizes received by or awarded to Associates (such as but not limited to. TSC gift certificates, weekend getaways, hotel accommodations, travel money, incentive awards).

The non-cash incentive awards/prizes reasonable value will be added to an Associate's compensation (for incentive awards/prizes over \$25 in value) on a payroll following the incentive award/prize being accepted or paid to reflect the tax withholding of the cash incentive awards/prizes. For TSC gift certificates, all denominations will be reflected for taxation. TSC retains ownership of all prizes, incentives or performance based programs rewards to Associates by outside vendors while in the course of business (i.e.: promotional contests based on corporate purchases, raffle drawings while at a seminar, luncheon, incentive programs based on points from corporate merchandise, games of skill or chance, etc.) greater than \$5.00 in value. This also pertains to participation by an Associate at any work related event where the Associate is representing TSC. All such prizes/incentives must be turned over to TSC.

If an Associate is participating in an event, not as a TSC Associate, (outside of normal business hours) that is sponsored by TSC (such as a fundraising event) and wins a prize, the Associate may retain the prize.

TSC retains all profits resulting from the sales of lottery tickets and winning ticket revenues.

TSC frequently runs Guest "Register to win", various marketing and media promotions, sweepstakes for our Guest Discount and other Programs. These types of promotions are not available for participation by an Associate or their immediate family members (spouse or dependents living within the same household). When there is a question, please contact Association Services.

Security Inspections

Desks, lockers, and other storage devices may be provided for the convenience of Associates but remains the sole property of TSC. Associates may not place their own locks on these devices. Lock-out techniques are also prohibited concerning data stored on TSC computers. Accordingly, they, as well as any articles found with them can be inspected by any agent or representative of TSC at any time, with or without prior notice. Thus, Associates should not expect that their workplaces will not be subject to examination by TSC at anytime.

TSC discourages theft or unauthorized possession of the property of Associates, TSC, visitors, and Guests. To facilitate enforcement of this policy, TSC or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any Associate who wishes to avoid inspection of any articles or materials should not bring such items onto TSC premises.

TSC wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, TSC prohibits the possession transfer, sale or use of such materials on its premises. TSC requires the cooperation of all Associates in administering this policy.

Visitors in the Workplace

To provide for the safety and security of Associates and the facilities at TSC, only authorized visitors are allowed in the workplace and in company vehicles during working hours. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards Associate welfare, and avoids potential distractions and disturbances. Any exception requires advance Co-CEO approval.

TSC hopes that Associates encourage family members and friends to do business with TSC; however, because of disruption and safety and security reasons, lingering of family and friends at the worksite is discouraged. In cases of emergency, Associates will be called to meet any visitor outside their work area.

Section 2: Association Status and Records

Association Categories

It is the intent of TSC to clarify the definitions of association classifications so Associates understand their status and benefit eligibility. These classifications do not guarantee association. Employment is at-will, and the right to terminate employment at any time is retained by both the Associate and TSC.

Each position is designated as either non-exempt or exempt by federal and state wage and hour laws based upon the duties of the position held by the Associate. Non-exempt Associates are entitled to overtime pay under the specific provisions of federal and state laws. Exempt Associates are excluded from specific provisions of federal and state wage and hour laws. An Associate's non-exempt or exempt classification may be changed only upon written approval by the Corporate Director of Association Services.

In addition to the above categories, each Associate will belong to one other association category for benefits which is based on numerous factors which may include position, hours worked, market or other applicable factors. We also look closely at like positions in the industry. The benefit classifications are Blue and Burgundy.

Blue Benefitted Positions:

Positions with TSC's Blue Benefit package are those TSC positions that are eligible for a choice of benefits, including the choice to participate in health, dental, vision plans, life insurance, long term disability and other voluntary insurance benefits. This package also includes voluntary participation in TSC's HealthiCHOICES benefit, PTO, sick, short-term medical, holiday, 401(K) Retirement Savings Plan and bereavement pay eligibility, subject to the terms, conditions, and limitations of each benefit program which may be amended at any time. Please contact Association Services for current information regarding benefits.

Burgundy Benefitted Positions:

Positions that are NOT eligible for TSC's Blue Benefit Package are considered "Burgundy" Benefitted positions. The position will receive all legally mandated benefits (social security, unemployment insurance, state disability, and worker's compensation insurance); the position will be eligible for select benefits provided by TSC. Burgundy benefits will include participation in the 401(K) Retirement Savings Plan. After meeting eligibility requirements, participation in the dental and vision plan and other voluntary benefit programs may be available.

Access to Personnel Files

TSC maintains a personnel file on each Associate. The personnel file is housed in the Association Services area and includes such information as the Associate's job application, resume, and records of education, performance discussion forms, Associate documentation forms, salary increases and other association records.

Personnel files are the property of TSC, and access to the information they contain is restricted. Generally, only Advisors and Leadership personnel of TSC who have a legitimate reason to review information in a file are allowed to do so. All requests for review of information in files must be made to Association Services and only information pertinent to the needs of the position will be provided.

TSC complies with state and federal laws pertaining to review of an Associate's own personnel file. Associates who wish to review their own file should contact Association Services. With certain limitations and reasonable advance notice, Associates may review their own personnel files in TSC offices and in the presence of an individual appointed by TSC or may make a written request for a copy of their personnel file. An appropriate charge for the cost of the copy may be required.

Associate's Personal Data

It is the responsibility of each Associate to promptly notify TSC of any changes in personal data, including personal mailing and email addresses, telephone numbers, number and names of dependents or marital status (for benefit purposes), individuals to be contacted in the event of an emergency, change of bank or bank accounts for payroll direct deposit, educational accomplishments, and other such status reports to ensure TSC records are accurate and current at all times. If any personal data has changed, notify Association Services. Notification should be within 2 weeks before or after the change. Changes applicable to insurance may be limited by the guidelines of the program for changes to take place only within 30 days of change.

At times Associates may be asked by third parties to provide home phone numbers or work schedules of co-Associates at their location or a co-Associate's schedule or other information. Giving this information to anyone over the phone or in any other manner is strongly discouraged. Discretion must be used when determining release of such information. It is good posture to

ask for a name and number and contact Association Services with the information. Association Services will determine to release or deny the request.

This policy intends to protect the privacy of all Associates. Many circumstances exist, (domestic violence, stalking, threatening phone calls), at work or at home, that can cause hardship for an Associate or TSC if such information is given to the wrong person. TSC expects all Associates to participate in creating a safe and friendly work environment.

Employment Verification Requests

TSC will provide employment verifications under careful consideration for active or former Associates. Typically a request in writing must be made where we will verify Associate signature to what is on file. Phone requests may be considered if enough information can justify to us to verify information, but not supply additional information. All verifications are to be handled only by Association Services. Any Associate who receives a request to verify any information regarding Association with TSC of any Associate is to direct the call or written request to Association Services.

One of the Co-CEOs, Corporate Director of Association Services, Leadership or an Associate of Association Services will respond to all reference check inquiries from other companies. TSC may request appropriate waivers or documentation submitted to Association Services before releasing any requested information.

Performance Discussions

Leaders and Associates are strongly encouraged to discuss job performance and goals on an informal, regular basis. A formal written performance discussion may be conducted. Additional formal performance discussions may be conducted to provide both Leadership and Associates the opportunity to discuss job tasks, performance expectations, identify areas of needed improvement, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Timing of performance discussions may be based on the Associate's position. Pay adjustments may be awarded by TSC. The decision to award such an adjustment is at the sole discretion of TSC with prior Co-CEO or the Corporate Director of Association Services approval and is dependent upon numerous factors.

Rehire

Generally, Associates that leave association with TSC will be more rigorously evaluated for rehire based on previous performance history and against other applicants as well as potential Proactive Associate Discovery possibilities.

When an Associate is rehired, all benefit eligibility will be based on the rehire date and status, like a new Associate.

For a rehire who had a break in service of less than three years, your service dates will be adjusted for rehired Associates following 3 years of service after the rehire. This will be for the purpose of tenure recognition. This may also apply to Blue benefitted positions for a higher level of PTO, subject to approval by Association Services. Prior position status, rehire status and other criteria applicable will be used to determine if the PTO advances to a higher level following 3 years of re-association.

Section 3: Association Benefits

Associate Benefits

TSC offers two benefit packages for eligible Associates that are subject to review and modification. Benefits package eligibility is dependent upon a variety of factors. The main factor for determining benefits is the position. Association Services can identify the programs for which an Associate is eligible. Details and specifications of these benefit programs can be found elsewhere in the Associate Policy Manual and/or applicable Summary Plan Descriptions. A number of TSC benefit programs such as Social Security, Medicare, workers' compensation, State and Federal Leave and unemployment insurance cover all Associates in the manner prescribed by law. Benefits are subject to change or cancellation as allowed by law and/or at the discretion of TSC. The eligibility requirements for the benefit programs available to Associates may vary, and waiting periods may apply.

Below are benefit programs offered by TSC

Benefit	Blue Benefit	Burgundy Benefit
HealthiCHOICES Benefit with Incentives	X	
HealthiWAYS Benefit with Incentives		X
Paid Time Off (PTO)	X	
Paid Holidays	X	
Sick Leave/Short-Term Medical	X	
401(K) Retirement Savings	X	X
Associate Discounts for Company Products & Services	X	X
Bereavement/Funeral Pay	X	
RAFT (Refer Associates To Our Team)	X	X
Discount Cell Phone service	X	X
Tuition Reimbursement	X	
Discount Legal Fees	X	X
Uniform & Uniform Maintenance for Some Positions	X	X
Associate Assistance Program (AAP)	X	X
Section 125 Medical Flexible Spending	X	X
Dependent Care Flexible Spending Account	X	X
Section 529 College Savings Plan	X	
Financial Planning Education and Counseling	X	X
Insurance Benefits		
Health Insurance	X	
Dental Insurance	X	X
Vision Insurance	X	X
Long Term Disability insurance	X	
Voluntary Term Life Insurance	X	X

HealthiCHOICES

HealthiCHOICES is our Health Enhancement benefit that supports Associate safety, wellness, and health. This benefit is in direct alignment with TSC's "Whole Physically" Cornerstone. All Blue Benefited Associates are eligible for this benefit, as well as spouse/domestic partner. This benefit provides understanding of one's overall physical health, resources to improve health, and incentives. For Associates who choose to engage in the benefit, which is voluntary, the reward is CASH! To obtain information on current benefits available with HealthiCHOICES, please contact Association Services.

HealthiWAYS

HealthiWAYS is a Health Enhancement benefit available to our Burgundy Benefitted Associates. TSC supports your health and safety and is happy to give you this change to get something back for living well. This benefit provides understanding of one's overall physical health, resources to improve health, and incentives. Contact Association Services to find out more about current benefit.

Paid Time Off Benefits (PTO)

PTO benefits are available to Blue Associates. TSC offers Paid Time Off (PTO) days instead of what many companies refer to as vacation. TSC feels that this better describes the benefit and applies to all time away from work, except where a separate benefit may apply. Paid Time Off days are not an entitlement, they are an eligible benefit and are not earned or accrued. PTO days are a benefit that an Associate is eligible for during active association.

PTO days must be requested in advance. All scheduling is at the approval and discretion of TSC Leaders and Advisors. Business and staffing needs will be taken into consideration for PTO approval or denial. It is strongly encouraged by TSC that five of an Associate's PTO days be used consecutively (one week of PTO). TSC also strongly encourages that after an Associate is eligible for 13 PTO days, that a second five PTO days be used consecutively. Some TSC entities may require this. An eligible Associate may not use more than 10 consecutive PTO days without prior written approval from Association Services.

All PTO hours requested during the week (Sunday through Saturday) will always be paid at the straight time rate and do not contribute to hours counted for overtime. Non-exempt Associates must take PTO in no smaller increments than two hours. Associates who are paid on a commission or variable pay program will be paid per the rate established in their compensation program. Exempt Associates may request PTO in one-half or full day increments

PTO Schedules

TSC's PTO year runs from April 1st through March 31st. Associates holding positions with TSC's Blue Benefit Package become eligible for PTO days on their nine month anniversary of continuous Blue Benefitted Association. The Blue Benefitted Associate Eligibility PTO Schedule shows the month of hire (or for new Blue benefitted Associates), PTO eligibility month and how many PTO days the Associate will receive in their first PTO year. The number of PTO days that Associates are eligible for each PTO year (April 1st to March 31st) increases with the length of association as shown in the PTO Eligibility by Years of Service Schedule.

Blue Benefitted Associates PTO Eligibility Schedule: (Hire Date – 3/31/YR.)

Month of Hire (or Job Change to Blue)	PTO Eligibility Date	# of Days
January	October	5
February	November	5
March	December	5
April	January	5
May	February	3
June	March	3
July	April	10
August	May	10
September	June	10
October	July	10
November	August	10
December	September	5

PTO Eligibility Schedule

Years In A Blue Benefitted Position	# of PTO Days
First	3, 5, or 10 (see above schedule)
Second	11
Third	12
Fifth	13
Seventh	14
Ninth	15
Eleventh	16
Thirteenth	17
Fifteenth	18
Seventeenth	19

Purchase of Additional PTO (Blue Benefitted Positions)

Associates with TSC's Blue Benefit Package are able to purchase up to five additional PTO days (40 hours) per PTO year after becoming eligible for the PTO benefit. To purchase PTO days, an Associate must receive approval from their Leader or Advisor and fill out a PTO Deduction Form.

The purchased PTO days will take place through payroll deduction in the PTO year the PTO days will be taken. For example, if an Associate wishes to purchase three PTO days for use during the PTO year, deductions will be made between April of one year through March of the following year. The deduction can be divided between 1 and 25 paychecks.

Purchased PTO must be used within the PTO year. No carryover provision is allowed for purchased PTO.

Non-exempt (hourly) Associates have the opportunity to purchase between 8 and 40 hours of PTO. The deduction will be calculated using the Associate's straight rate or established PTO rate for applicable positions, at the date of request, multiplied by the number of hours purchased. The deduction can be taken in up to 25 pay periods or the number of pay periods left until April renewal.

When purchased PTO is taken, the dollars will be deducted from the Associate's purchased PTO account and paid on normal payroll dates.

Exempt (salaried) Associates may only purchase a block of 40 hours (5 days) of PTO per year. Smaller increments are not available. The purchase rate for salaried Associates is the yearly salary on the date of the request, divided by 52 (weeks per year). This deduction can be taken in up to 25 pay periods or the number of pay periods left until April renewal. The Associate's salary will be reduced by the deduction amount.

With prior Leader or Advisor approval, all Associates have the option of requesting up to 40 hours of time off without pay in lieu of purchasing PTO. All PTO (Company eligible and purchased) must be used prior to an Associate using time off without pay. If an Associate has a voluntary request for additional time off without pay, a Personal Leave request must be made to Association Services and is subject to approval.

If an Associate terminates association and has not used their purchased PTO, the accrued amount will be refunded as taxable income if applicable. If an Associate terminates association before completing payment to TSC for PTO that has already been used, the remaining balance will be deducted from the final check.

PTO Carryover & Selling PTO

With Leader/Advisor approval, a maximum of 2 PTO days may be carried over to the month of April and must be used no later than April 30th. If unused, these 2 days will be forfeited without pay.

Associates holding positions with TSC's Blue Benefit Package may sell up to five unused PTO days back to TSC for 60% of the Associate's average daily wage rate calculated from the prior calendar year. First year Associates' PTO days must be sold at 60% of their daily base wage. Association Services must receive such requests in writing by March 15th of that year. PTO days that are not approved in writing to be sold by March 15th, used by March 31st or approved in writing for the two day carry over provision are lost.

Pay Out of PTO upon Resignation

Payout of PTO will be made only upon an Associate's voluntary resignation of association if the Associate is in good standing with the company at the time of resignation. For example, payout will not be made to employees who have violated any company policy, walked off the job, quit with insufficient notice, or were a "no show." This payout schedule will also apply for associates qualifying for retirement and/or job elimination. Below is the payout schedule:

PTO Payout upon Voluntary Termination Schedule

Years In A Blue Benefitted Position	% Of Unused PTO Paid Upon Voluntary Resignation
Less that 1 full year	0%
1-3 Years of Association Completed	25%
4-6 Years of Association Completed	50%
7 + Years of Association Completed	100%

Holidays

TSC will grant paid Holiday time off to all Associates who are eligible for TSC's Blue Benefit Package on the Holidays listed below.

New Year's Day (January 1)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving (fourth Thursday in November)
Christmas (December 25)

Associates with TSC's Blue Benefit Package are eligible for Holiday Pay commencing on their date of hire. Associates must be actively at work, maintaining their schedule before and following a holiday, or have an approved absence to receive Holiday Pay.

Associates with TSC's Blue Benefit Package who are required to work on a TSC paid holiday will receive 8 hours of holiday pay, plus the Associate's straight-time pay rate times the number of hours the Associate works on that day. Associates with TSC's Burgundy Benefit Package who are required to work on a holiday will receive time and one-half pay for the time worked on the holiday.

TSC will review recognized Holidays that fall on a Saturday or Sunday and will review as to whether TSC is open or closed on the Friday before or the Monday after the holiday. TSC will provide adequate notice as to how those holidays will be handled as well as how the holiday pay will be paid.

If a recognized Holiday falls during a Blue Benefitted Associate's PTO, the Associate will receive Holiday Pay and not be charged a PTO day. Paid Holiday time will not be counted as hours worked for the purposes of determining overtime.

Holiday Work Schedule – The following is general guidelines but may be altered and communicated based on need and days of week Holidays fall on.

Schierl Sales Corp.

- For holiday pay purposes, holiday hours for the Convenience Store Division are from 11:00pm the night before the holiday to 11:00pm the day of the holiday.
- All convenience stores operated by Schierl Sales Corp. are open designated Store hours 365 days per year. Generally, Associates with TSC's Blue Benefit Package who are required to work on a holiday will receive 8 hours of holiday pay, plus the Associate's straight-time pay rate times the number of hours the Associate works on that day. With Leader/Advisor approval, a Blue Benefitted Associate who works on a Holiday may be allowed to float the holiday to be used within 2 months. Associates with TSC's Burgundy Benefit Package who are required to work on a holiday will receive time and one-half pay for the time worked on the holiday.

Schierl, Inc. & HSSS, LLC

- Administrative Office: Closed on all Holidays with a schedule of 7:30 a.m. – Noon on Christmas Eve.
- Retail Tire and Service Centers: Closed on all Holidays with a schedule of 7:30 a.m. – 1:00 pm on Christmas Eve.
- Tanker and Tank wagon Drivers: Closed on all Holidays with a schedule of 7:30 a.m. – Noon on Christmas Eve. (Emergency deliveries are required 365 days a year).

Universal, Inc.

- Most Subways and Cousins restaurants are closed on Thanksgiving Day, Christmas Day, New Years Day, Easter and at 5:00 p.m. on Christmas Eve and 8:00 p.m. on New Years Eve. However, some Subway locations may be required to be open on some of these holidays due to a market or location need. Stores must remain open and maintain normal operating hours on all other Holidays. Associates with TSC's Blue Benefit Package who are required to work on a holiday will receive 8 hours of holiday pay, plus the Associate's straight-time pay rate times the number of hours the Associate works on that day. With Leader/Advisor approval, a Blue Benefitted Associate who works on a Holiday may be allowed to float the holiday to be used within 2 months. Associates with TSC's Burgundy Benefit Package who are required to work on a holiday will receive time and one-half pay for the time worked on the holiday.
- For specified locations, Christmas Eve is only an early closing and NOT a paid holiday. If an hourly Associate would like to have 40 hours in this workweek, they will need to make up the time in the remaining days of the workweek or take PTO for the time not worked. A salaried Associate who is not at work on December 24th will only utilize 4 hours of PTO.

The above Holiday schedule is subject to change as may be necessary to meet TSC's Guests needs.

Sick Leave & Short-Term Medical Benefit

Sick Leave

Blue Benefitted Associates become eligible for two (non-accumulating) Sick Leave days 90 days after status change to Blue status or if hired Blue benefitted, 90 days from the date of hire. Sick days are tracked on an April-March year. The Associates two (non-accumulating) Sick Leave days become available April 1st of each year. Payment of sick pay is subject to Leader approval. For longer absences, Paid Time Off days may be used or the Short Term Medical Leave Benefit may apply.

Sick Leave for non-exempt Associates must be taken in no smaller increments than two hours and will be calculated based on the Associate's base pay rate at the time of absence.

Sick Leave for non-exempt Associates may be required to be used before any time off will be granted without pay unless participating under State or Federal Medical Leave Acts.

Sick Leave days are not accumulated but are days that Associates become eligible to have available for use, and unused days are not paid out at the end of the PTO/Sick year or upon end of association.

Absences Due To Illness

All Associates, regardless of TSC's Benefit Package, who are unable to report to work during scheduled hours, should notify their direct Leader before the scheduled start of their workday. The direct Leader must be kept informed for business scheduling purposes. Documentation from the treating physician may be necessary and requested when medical reasons are stated as the cause of the absence. When requested and provided, this documentation will support the need for an absence, however, the absence remains as absenteeism on the Associate's attendance record, unless it is an approved FMLA absence.

Work Restrictions

In the event that a medical provider imposes work duty or hours restrictions on the work that an Associate normally performs, these will be handled on a case by case basis when not a work-related injury or illness. We may or may not be able to work with the restrictions depending on the position held by the Associate or other applicable factors.

Short-Term Medical

TSC's Sickness Benefit program goes beyond the two provided Sick Leave days. Blue Benefitted Associates are eligible for Short-Term Medical Leave Benefit. This benefit is available after one year of consecutive Association in a Blue Benefitted position. This benefit is available to help support the Associate financially when they are medically unable to work due to their own illness that extends beyond a few days.

Short Term Medical Benefits (STM) will provide additional compensation benefits for an Associate's medically approved leave. This benefit is fully paid by TSC at 66% of the Associate's income. The number of STM benefit weeks available will be based upon the Associate's number of years in a Blue Benefitted position at the time a medically approved leave occurs. The following schedule shows the number of STM weeks available based upon the time in a Blue Benefitted position.

Short Term Medical (STM) Days Available By Blue Tenure

Number of Years In A Blue Benefit Position	Number of Weeks of Short Term Medical Benefit Available (1st Week is Unpaid Waiting Period)
1 year completed	3 weeks
2 years completed	5 weeks
3 years completed	8 weeks
5 years completed	16 weeks
7 + years completed	26 weeks

With written medical reason and documentation from a physician/medical provider stating that an approved medical condition exists (including maternity), and medical leave is necessary, TSC may provide payment of 66% of an Associate's current pay during the necessary medical absence. Medical certification is necessary before payments begin and any days taken off before certification has been received but considered as qualifying under the program will be counted but will be unpaid unless extenuating circumstances exist. Continuing payments under this benefit are subject to supporting medical certification.

There is an initial 5 day moratorium at the onset of the medically approved illness which counts as the first week of the schedule. After five consecutive absent work days, 66% of current base rate will be paid for up to the number of weeks available per the schedule above. The 5 day moratorium may be satisfied by a consecutive reduced work schedule when medically necessary. For all days that are not compensated, PTO or Sick Leave days may be applied.

Short-term Medical Leave will not be paid if partial or complete income replacement or benefits are being received from workers' compensation. Short-term Medical benefits do not apply for medically unnecessary absences such as cosmetic surgery. This benefit may not be paid when an Associate is released to work but has restrictions that do not allow them to perform the work.

If the eligible Associate has been restricted to work limited hours, Short-term Medical Leave Benefit may be paid for hours not worked. In these instances, Short Term Medical pay will be converted to hourly tracking.

If an Associate is on Short-Term Medical Leave and also qualifies for Family/Medical Leave pursuant to the State and/or Federal law or Worker Compensation, then Short-term Medical Leave will always run concurrent with both State and Federal Family/Medical Leave laws.

Total available STM benefit is based on years of Blue service and is reduced by any benefit paid in the previous 12 months. An Associate must be actively at work to advance to a higher level of benefit.

An Associate who has depleted a portion of their Short-Term Medical Leave benefit is eligible to re-establish to the full benefit upon returning to a Blue Benefitted position for 12 months without Short-Term Medical benefits being paid. An Associate who has exhausted their Short-Term Medical benefit may re-establish total Short-Term Medical benefit following 12 months of active work association in a Blue Benefitted position.

Bereavement/Funeral Benefit

TSC understands that the death of a family member can be a very difficult and emotional time. Therefore, we have chosen to support Associates by making Bereavement pay available. Blue Benefitted Associates will be eligible for time off from work to attend/travel for a memorial or funeral service. This benefit is granted on the following schedule:

Associate's spouse or child – 3 days (24 hours)
Associate's parent or significant other/domestic partner – 2 days (16 hours)
Associate's grandparent, grandchild, sister or brother – 1 day (8) hours
Associate's aunt, uncle, niece or nephew – one-half day (4 hours)

Family members may be of the Associate and his/her spouse/domestic partner and may include in-laws and "step" relatives. If additional time away is needed, the Associate should arrange the absence with their Leader and the use of PTO is encouraged. A personal leave may also be granted.

401K Plan & Financial Planning

TSC provides a self-directed 401K plan that is available to all Associates who complete 6 months of association.

A discretionary corporate match may be determined based upon TSC's financial performance. TSC's matching provision benefit is 100% vested after two years of participation. For further information, a Summary Plan Description may be requested from Association Services.

Team Schierl Companies offers free financial counseling with a financial planner through Northwestern Mutual Financial Network. Associates and their immediate family may use this service to assist in areas such as retirement planning, debt management, college savings, life insurance needs or other areas of financial interest.

Budget planning is also available at TSC's Associated Assistance Program (AAP) at no cost to the Associate.

Associate Discount Program

All Associates of TSC are entitled to a variety of discounts from various TSC businesses. TSC wants to show appreciation to Associates and also encourages Associates to support the businesses of TSC. The discounts are provided for Associates and their spouses. Family members, relatives, or businesses of the Associate or spouse do not qualify for the discounts, products or services. The presentation of the Associate Discount Card, driver's license or other picture ID and Association Services approval may be required to verify Associate's identity prior to purchase.

The discount program may change and will be communicated to Associates as necessary. Associates will be issued an Associate Discount Card. In general, Associates may be eligible for discounts on eligible Subway purchases, gasoline discounts at our Convenience Stores, home fuel oil discounts and discounts at our Tire Centers. Tire Center discounts are available for the Associate and spouse's primary vehicles and any dependents living in the same household.

In addition to on-going discounts, Associates will be provided with an IMPACT REWARD\$ key tag at no cost. Associates are eligible to participate in the regular reward levels of the program. To maintain the integrity of the program, Associates are not eligible for special promotions or sweepstakes associated with our Guest Loyalty Program.

Any inappropriate use or misrepresentation of the Associate key tag or discounts may result in revoked privileges or possible disciplinary action up to and including termination.

Team Schierl Companies appreciates the business that Associates do with us.

Refer an Associate For our Team (RAFT)

Due to the diversity of TSC businesses divisions, varieties of positions are available. TSC continuously proactively recruits qualified individuals for current and potential positions. Since current Associates can be the best advocates on the culture and benefits of working with TSC, the R.A.F.T. program has been designed to reward Associates for referring new Associates to join the TSC team.

If an Associate refers an individual to join TSC and they are hired, the referring Associate is eligible for R.A.F.T. incentives on the newly hired Associate's 30 day and 6 month anniversaries. Incentives are subject to change and may such items as cash, recognition certificates, gifts and restaurant gift certificates. The incentive package is determined by the new Associate's Blue or Burgundy Benefitted position status. To qualify for R.A.F.T. incentives, a current Associate needs to attach a R.A.F.T. referral form to the application of the new Associate they are referring, or submit the form to Association Services.

Team Schierl Companies supports all of our Leadership to be proactive in finding great people for the company and for their own team. A Leader is not eligible for RAFT of hires for their own team. A Leader is eligible for RAFT of Associates for other locations or teams.

Associate Tuition Reimbursement Program

TSC values Associate education and is pleased to be able to financially assist Associates who are pursuing educational opportunities that may also have benefit to the organization.

TSC's education tuition reimbursement program is designed to allow Associates who are in a Blue benefitted position for more than 6 months to receive funding for pursuing further business and position related education.

Team Schierl Companies agrees to provide 50% tuition reimbursement for pre-approved classes that are relevant to a Blue Benefitted Associate's current position. Reimbursement of 10% - 40% may be available for classes that do not directly relate to the Associate's current position but are relevant to TSC's business needs. Not all classes will be eligible for reimbursement. Maximum reimbursed dollars of \$500 per semester and \$1,000 annually. Book fees are the associate's responsibility and not included in the reimbursement. All classes must be taken during non-business, un-compensated hours at accredited institutions. Prior to starting a course, an Associate must submit a course description, a course fee schedule for the class and an Associate Education Reimbursement form to apply for reimbursement. Within 30 days of course completion, submit a grading record indicating a "C", "C+" or better to qualify for reimbursement. A reimbursement check will then be issued to the Associate. The Associate must be actively at work on the date the reimbursement is paid to be eligible for the reimbursement. For classes that are less than a semester length of 4 months, reimbursement will be available following 4 months from the start date of the course. If termination of association occurs before that date, the associate is no longer eligible for the reimbursement. Final decisions for tuition reimbursement qualification and payment will be made by Team Schierl Companies' Co-CEOs.

Voting

An Associate who expresses a desire to vote in a political election may be absent from work for a reasonable necessary period of time while the polls are open provided the Associate makes the request in writing before the day of election. Taking time off of work to vote is unpaid time, but PTO time may be used if applicable. TSC may specify the hours to be taken off to vote. Time off to vote will be granted as required by federal and state regulations.

Jury Duty

TSC encourages Associates to fulfill their civic responsibilities by serving jury duty when required. Non-exempt, Blue benefitted Associates will be compensated at their base wage less payment received for jury duty service exclusive of mileage, parking and miles. Salaried Blue Associates will be paid their normal pay but will need to turn over to TSC any and all Jury Duty payments. Pay is not available for Burgundy benefitted Associates for jury duty.

Associates must show the jury duty summons to their Leader or Advisor as soon as possible so that they may arrange to accommodate their absence and notify Compensation and Association Services in order to be compensated correctly. Of course, Associates are expected to report to work whenever the court schedule permits.

Either TSC or the Associate may request an excuse from jury duty, if in TSC judgment; the Associate's absence would create serious operational difficulties.

Witness Duty

TSC encourages Associates to appear in court for witness duty when subpoenaed to do so. If Associates have been subpoenaed or otherwise requested to testify as witnesses by TSC, they will be compensated for the entire period of witness duty. Non-exempt Associates will be granted unpaid time off to appear in court as a witness when requested by a party other than TSC. Exempt Associates will be granted unpaid time off in increments of one full day when requested to be a witness by a party other than TSC. Associates are free to use any available Paid Time Off benefits to receive compensation for the period of absence. Where the requirements of a subpoena conflict with the Associate's work schedule, the subpoena should be shown to the Associate's Leader or Advisor immediately after it is received so that operating requirements can be adjusted to accommodate the Associate's absence. The Associate is expected to report to work whenever the court schedule permits.

General Benefits Comment

The description of various benefit plans (health, disability, 401K Plan, etc.) are controlled by specific plan documents. Associates will be provided copies of these plan documents or directed to the TSC intranet website to access the documents, after they enroll in the various plans. If the information in this Policy Manual and our Summary Plan Descriptions contradict information in the master contracts or master plan documents, the master contracts/documents shall govern in all cases. We encourage all Associates to review the benefit plan documents.

Insurance Benefits

TSC is pleased to offer Blue Benefitted Associates a comprehensive offering of insurance coverage's to meet the needs of you and/or your family. Burgundy benefitted Associates are also eligible for some of the offered coverage, with most having eligibility after 1 year hiring status and work a minimum of 15 hours per week. The plan(s) you select have Associate contributions that are deducted from your payroll for the coverage you elect. These benefits have detailed information available with them which is available through Association Services. Election for many of the above is done on an annual basis with the Associate being able to determine which coverage to select for the upcoming plan year. Most elections are on a pre-tax contribution basis, and as a result, may not be cancelled or changed during a plan year without a qualifying event.

Special Enrollment and Benefits Continuation (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives Associates and their qualified beneficiaries the opportunity to continue insurance coverage under TSC's health, dental, vision and Section 125 Medical Flexible Spending Account when a "qualifying event" would normally result in the loss of eligibility. Additionally, Special Enrollment provisions allowing you to add someone to your coverage(s) may also be available. Some common qualifying events are resignation, termination of employment, a reduction in an Associate's hours or a leave of absence; an Associate's marriage, divorce or legal separation; gaining a dependent or having a dependent child that no longer meets eligibility requirements, and loss of coverage. Association Services must be notified within 30 days before or following a qualifying event.

HIPAA Medical Privacy

TSC is committed to compliance with the health information privacy requirements set forth by the U.S. Department of Health and Human Services (HHS). These requirements dictate that all personally identifiable health information that is received by or generated through a "covered entity" must be afforded certain protections. "Covered entities" include health plans, health care providers and health care clearinghouses. TSC maintains several health plans that are covered entities. This means that the covered health plans will be subject to the privacy requirements.

Each TSC Associate should also be aware that not all personally identifiable health information is subject to the privacy requirements.

All of the TSC representatives that work with and have access to participants' health information are educated to ensure the confidentiality of such information. Furthermore, only those TSC representatives that need to have access to protected health information for purposes of payment, treatment or health care operations will be allowed to view the information without express authorization from the patient (or his/her parent if the patient is less than 18 years old).

TSC has entered into a contract with each of its business partners that have access to protected health information. Each contract provides that the business partner shall only have access to the health information for purposes of payment, treatment and health care operations. Furthermore, the business partner must keep the health information confidential under the same conditions that the health plan follows. That is, each business partner is contractually obligated to follow the HHS medical privacy requirements to which TSC health plans are subject. Please refer to the TSC Notice of Privacy Practices for a complete description of your rights and the obligations of TSC under the HHS medical privacy requirements. TSC has designated Candace Meronk, Corporate Director of Association Services, as its Medical Privacy Officer and she may be contacted at 2201 Madison Street, Stevens Point, Wisconsin, 54481, (715) 345-5066 (ex: 314) with any questions regarding this Policy or the TSC notice of Privacy Practices.

Unemployment Insurance

TSC complies with all state and federal regulations regarding payment of unemployment insurance. Unemployment compensation insurance is paid by TSC and depending on the circumstances, may provide temporary income for associates who have lost their job. Questions regarding eligibility for one's own unemployment insurance may be directed to the State where employed.

Attendance Recognition Awards

TSC recognizes Associates holding positions with TSC's Blue Benefit Package who end the specified benefit year with perfect attendance following one year of association. Blue Benefitted Associates, who don't use any Sick Leave (perfect attendance), will receive 4 hours of Paid Time Off (PTO) to be used in the following 6 months. Associates who use only one Sick Leave day during the benefit year following one year of association will receive a \$10.00 TSC gift card.

External Seminars, Conferences or Courses

TSC believes in offering opportunities for further Associate development. Some examples of this include attendance at a conference or seminar or attending a company recommended program that is beneficial to both TSC and the Associate for career development. This is an "investment" in the Associate. At times, TSC may require an Associate to pay back all or a portion of the cost of the educational program if the Associate voluntarily ends association with TSC. A typical pay back schedule would be the cost of the course divided by four, with the Associate responsible for repayment of ¼ of the cost per 3 month period not associated during the one-year period following completion of the course. When the repayment provision applies, the Associate will be made aware of and will acknowledge this provision prior to attendance at the seminar or conference. Associates that wish to attend seminars or conferences should complete the External Seminar, Workshop, and Conference Request form and submit it to their Leader/Advisor for approval. It will in turn be submitted to Association Services for final approval.

Section 4: Hours, Timekeeping & Pay

Work Schedules

Leaders, Advisors or someone designated to act in a Leadership capacity will advise Associates of the times their work schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Associates should not perform work when they are not "punched in".

Attendance and Punctuality

To maintain a safe and productive work environment, TSC expects Associates to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other Associates and on TSC. In the rare instances when Associates cannot avoid being late to work or are unable to work as scheduled, they should notify their Advisor as soon as possible in advance of the anticipated tardiness or absence.

Attendance problems and/or tardiness are disruptive. Either may result in disciplinary actions, up to and including termination of association. For absences that are related to an Associate being ill, supporting documentation may be requested by the Leader. This documentation helps support the absence, but time taken will be considered an absence in the overall Associate attendance record.

No-shows will be considered as a voluntary resignation.

Meal Periods

Schierl Sales Corp. /Universal Inc.

Convenience Store & Restaurants: Associates do not have a designated meal period. Food and beverages must remain out of the sight of Guests, and eating and drinking must be done discretely.

Schierl Inc.

Team Administrative and Tire & Service Centers: All Associates are encouraged to take one unpaid meal period (minimum of 30 minutes) each workday. Non-exempt Associates should accurately record the beginning and end time of each meal period. Associates should not perform work during their meal period.

All meal breaks for minors will be in accordance with state and federal law.

Leaders will schedule meal periods to accommodate operating requirements. Associates will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Associates should not be on the floor during their lunch period. Any deviation from the established meal period should be authorized by a Leader or Advisor.

Lactation/Breastfeeding

For up to one year after a child's birth, any Associate who is breastfeeding her child will be provided reasonable time as needed to express breast milk and/or feed the baby. Associates who work in retail locations will be provided with a private area as best we can accommodate. Advanced notice is appreciated so an appropriate location can be determined.

This personal time will be unpaid, and the Associate should punch in/out.

Timekeeping

Accurately recording time worked is the responsibility of every Associate. Federal and state laws require TSC to keep an accurate record of time worked in order to calculate Associate pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. All timekeeping should be done on the established timekeeping system.

Non-exempt Associates should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work should always be approved by their immediate Leader/Advisor before it is performed.

Non-exempt Associates should report to work so they are ready to begin working at the scheduled work time. A non-exempt Associate should not stay more than five minutes after their scheduled stop time without expressed, prior authorization from their Leader or as deemed necessary only with Associate discretion. Associates should not perform any work prior to their scheduled starting times or after their scheduled ending time unless specifically authorized by their Leader/Advisor and only if they are recording their time on the established time keeping system. Any Associate who works before the starting time or after their ending time without authorization may receive disciplinary action up to and including termination of association.

It is the Associate's responsibility to monitor all time recorded. The Leader will review time records before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, then both the Associate and their Leader/Advisor are to be notified and must verify the accuracy of the changes.

Altering, falsifying, tampering with time records, or recording time on another Associate's time record may result in disciplinary action, up to and including termination of association.

Overtime

When operating requirements or other needs cannot be met during regular working hours, Associates may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must be approved by the immediate Leader or Advisor prior to any work being done. Overtime compensation is paid to all non-exempt Associates at the rate of one and one-half times the straight-time rate for all hours over in a 40 hour work week, which is Sunday through Saturday. Overtime pay is based on actual hours worked. Time off for Sick Leave, Paid Time Off (PTO), paid Holiday Benefit or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Paydays

All Associates are paid by direct deposit to an Associate's bank account on the scheduled pay dates. Each deposit will include earnings for all work performed through the end of the previous pay period. Associates should view their pay stubs via the internet.

Administrative Pay Corrections

TSC takes all reasonable steps to ensure that Associates receive the correct amount of pay in each paycheck (direct deposit) and that Associates are paid promptly on the scheduled payday. Associates should review their bi-weekly pay stub to be sure all wages or compensation and deductions are correct. If an Associate believes an improper deduction or error has been made, it should be reported to the associate's Leader/Advisor or Association Services immediately. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, an associate will be promptly reimbursed for any improper deduction made. Associates aware of but not bringing errors to the attention of Association Services may be subject to disciplinary action up to and including termination of association.

Pay Deductions and Setoffs

The law requires that TSC make certain deductions from every Associate's compensation. Among these are applicable federal, state, and local income taxes. TSC must also deduct Social Security and Medicare taxes on each Associate's earnings up to a specified limit that is called the Social Security "wage base." TSC matches the amount of Social Security taxes paid by each Associate.

TSC offers programs and benefits beyond those required by law. Eligible Associates may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by TSC, usually to help pay off a debt or obligation to TSC. Associates must sign a Wage Withholding Acknowledgement Authorization form to authorize these deductions. TSC will comply with all legally required wage deductions.

Contact Association Services regarding questions concerning pay deductions from earnings or how deductions were calculated.

Expense Reimbursements

Occasionally TSC Associates experience out of pocket expenses while performing their duties. TSC wants to be fair in reimbursing Associates for expenses they incur while away from their location which are greater than those expenses incurred during a usual business day.

TSC will reimburse Associates for travel costs for a non-company vehicle, reasonable lodging, breakfast (on morning following night away) and dinner (for the away night). Total reimbursement for breakfast and dinner, including tax and tip, (tip should not exceed 15% of the bill) may not exceed \$25 per day (two meals). TSC will not reimburse any Associate for alcoholic beverages.

TSC reimburses Associates for miles driven on company business in personal vehicles at the current TSC established mileage rate or a flat amount which may be determined for the purpose which may include required sales calls, deliveries, bank deposits, specified meetings, etc. This reimbursement is paid through Accounts Payable. If there is damage to the Associate's personal vehicle, the individual's personal policy must cover the damage.

Associates driving TSC company vehicles or a personal vehicle for company business must have a valid driver's license and insurance coverage. Occasionally business meetings or conferences are necessary to attend which are away from a TSC retail location and do not include an overnight stay. Meals are not reimbursable unless previously authorized by the Associate's Advisor or Leader.

Occasionally it may be necessary for an Associate to entertain an existing or prospective Guest. TSC will reimburse Associates for reasonable expenses incurred. These situations must be pre-authorized and will be reviewed on a case-by-case basis. The purchasing of alcoholic beverages is discouraged.

Associates are required to submit their expense reimbursements on a monthly basis. To obtain reimbursement for covered expenses, the Associate must complete an expense report form, attach receipts, and have your Leader/Advisor's signed approval. Itemized receipts are required to obtain expense reimbursement. Expense reports should be submitted for processing to Accounts Payable by the 10th day of the month following the month the expense was incurred..

Section 5: Safety & Health Enhancement

Safety and Health Enhancement

To assist in providing a safe and healthful work environment for Associates, Guests, and visitors, TSC has established a workplace safety and health enhancement program. This program is a top priority for TSC. Bill Schierl and Association Services have responsibility for implementing, administering, monitoring, and evaluating TSC's safety and health programs. Its success depends on the alertness and personal commitment of all Associates.

TSC provides education to Associates about workplace safety and health issues through various programming and regular internal communication channels such as location/team meetings, bulletin board postings, memos, or other communications.

Associates and Leaders receive periodic workplace safety education. The education covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

All safety equipment must be used every day by all Associates where provided. All Associates must wear seat belts when driving a company vehicle. Each Associate is expected to obey safety rules and to exercise caution in all work activities. Associates must immediately report any unsafe condition(s) to the appropriate Leader/Advisor. Associates who violate safety standards, which cause hazardous or dangerous situations, who fail to report accidents and/or near misses when appropriate, or fail to remedy such situations, may be subject to disciplinary action, up to and including termination of association.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, Associates must report the accident to their Leader/Advisor and Association Services immediately. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Workers' Compensation

All Associates must take responsibility to perform all work in a safe manner for protection of themselves as well as all Associates and must adhere to guidelines set forth by TSC's Safety and Health Enhancement policies. Associates are required to use the most direct route when traveling on company business in either company or personal vehicles.

TSC provides a comprehensive workers' compensation insurance program pursuant to applicable State Law at no cost to Associates. Associates who sustain work-related injuries or illnesses are required to inform their Leader or Advisor and Association Services immediately. No matter how minor an on-the-job injury may appear, the Associate must report the accident immediately. This will enable an eligible Associate to qualify for coverage as quickly as possible. Absences related to a work related injury may be counted towards Federal and State Family and Medical Leave Acts (FMLA) when eligible and applicable.

Modified Duty/Return to Work Program

While TSC's primary goal is the prevention of work related injuries, experience has shown that they occur, so a return to work program is the fastest means available to return Associates to full earning capacity and maximize efforts to control insurance costs. Studies have shown that modified duty is therapeutic, helps speed the recovery process and prevents Associates from becoming dependent on a disability system. In addition, Associates stay in touch with the work environment and fellow Associates and TSC maintains an experienced workforce. TSC is very proactive in providing and supporting modified duty whenever possible.

In working with the medical community, TSC will attempt to meet work-related restrictions. Since restricted/modified duty jobs are temporary in nature, each return to work case will be re-examined on a week to week or month to month basis, depending on the circumstances and as allowed by law. Restricted duty assignments are for those Associates with temporary restriction and generally, the assignment may not exceed 120 days. TSC may choose to allow or designate an Associate's restricted duty assignment to provide support to a charitable organization within a community or reassignment.

TSC will evaluate all Associates for ability to perform the responsibilities of a position and cannot guarantee continuing association if an individual can no longer perform those responsibilities.

Hazardous Communication Program

The purpose of this policy is to inform Associates that TSC is complying with the OSHA Hazard Communication Standard, Title 29 Code of Federal Regulations 1910.1200. This is done by compiling a hazardous chemicals list, using Material Safety Data Sheets (MSDS's), ensuring that containers are labeled, and providing Associates with education.

This program applies to all work operations where an Associate may be exposed to hazardous substances under normal working conditions or during an emergency. Under this program, Associates will be informed of the contents of the Hazard

Communication Standard, the hazardous properties of chemicals with which they work, safe handling procedures, and measures to take to protect themselves from these chemicals.

Each TSC location has a list of hazardous materials within their location. Association Services holds a list of all hazardous chemicals and related practices used in a facility, and will update the list as necessary. The list of chemicals identifies all of the chemicals used in our work areas and is posted there. Each list also identifies the corresponding MSDS for each chemical.

MSDS provide Associates with specific information on chemicals used in the work place. Association Services will maintain a binder with a MSDS on every necessary substance. The MSDS will be a fully completed OSHA form 174 or equivalent. MSDS will be made readily available to an Associate at their work location.

All Associates who work with or potentially may be exposed to hazardous chemicals will receive initial education by their Leader/Advisor on the Hazard Communication Standard and the safe use of those hazardous chemicals. Safety meetings will also be used to review necessary information. Education will include where MSDS are located, how to read and interpret the information on both labels and MSDS, and how Associates may obtain additional hazard information.

It is TSC policy to provide education regularly in safety meetings to ensure the effectiveness of the program. As part of the assessment of the education program, Association Services will obtain input from Associates regarding the education received, and their suggestions for improving it.

Robbery Procedures

Much of TSC's business is conducted in retail settings. As a result, the possibilities of a robbery or theft exist. The safety of TSC Associates is of number one concern. Associates are to be aware of and follow the Robbery Procedures, which are outlined at your retail location. This procedure outlines that an Associate is to give the money to the robber(s) and to keep their own safety as the number one priority.

Drug & Alcohol Policy (Non DOT)

It is the desire of Team Schierl Companies (herein referred to as TSC) to provide a drug-free, healthful, and safe workplace for the safety of all Associates and Guests. To promote this goal, Associates are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. TSC reserves the right to conduct drug and alcohol testing of its Associates.

While on TSC's premises, no Associate may manufacture, use, possess, distribute, sell (other than pursuant with TSC policies relating to alcohol sale at retail locations) or be under the influence of alcohol or illegal drugs. This also applies at any time while representing TSC, in a TSC vehicle and/or while operating one's personal vehicle for TSC business.

The conservative consumption of alcohol at specified social functions while representing TSC is permitted. However, drunken behavior is not acceptable and will not be tolerated.

The legal use of prescribed drugs is permitted on the job only if it does not impair an Associate's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger self or other individuals in the workplace.

Violations of this policy may include disciplinary action, up to and including immediate termination of association, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Drug & Alcohol Testing

The following types of drug and /or alcohol screens may be conducted: Pre-Hire, Random Testing, Reasonable Suspicion Testing and Post Injury and/or Accident Screens.

Such screening or testing may include, but not be limited to, obtaining breath, saliva, blood and/or urine samples and conducting drug/alcohol testing. Testing will be conducted by an independent laboratory, or may be conducted by a trained TSC representative to determine the presence of prohibited substances.

Refusal to submit to testing will be considered a positive test result under the policy, and the Associate will be subject to disciplinary action, which can result in discipline up to and including termination of association. Any applicant who refuses to submit to our requirement of pre-hire testing will be considered ineligible for further consideration or hire.

How Positive Screen Results Are Handled

An applicant with a positive pre-hire drug screen will not be eligible for hire.

If an Associate tests positive on an initial screening test, the Associate may be temporarily suspended if and while any additional confirmation tests are being conducted. If the confirmation test is positive, the Associate will be subject to disciplinary action, up to and including termination of association. TSC's disciplinary action will depend on a variety of factors, including the prior work record of the Associate; the length of prior association; prior accident and/or attendance records of the Associate; the circumstances which led to the testing; the proposals by the Associate to address the problem; and position requirements. In addition, TSC will also consider any employment laws that may be applicable.

If TSC determines that the result of a positive test is not a termination, we will put in place a disciplinary action plan that we deem appropriate to the circumstances. The plan may require that the Associate seek professional assistance for substance abuse. The Associate may be subject to random tests in the following year(s). Any required follow up testing is separate from all other testing with the cost being the Associate's responsibility and it does not replace the regular random testing program.

Associate Assistance/Rehabilitation/Return to Duty

TSC encourages any Associate involved in drug use or having alcohol related problems to seek confidential, professional counseling and assistance. Any Associate who voluntarily admits to a substance or alcohol abuse problem and requests time off to participate in a rehabilitation program prior to testing positive for drugs or alcohol under this policy may be granted a leave of absence to participate in such a program. Such leave of absence if granted may only be granted one time. Requests from Associates for such assistance will remain confidential. No disciplinary action will be taken when an Associate comes forward prior to testing positive under this policy. TSC encourages Associates needing assistance to contact TSC's Associate Assistance Program or Association Services.

Consistent with TSC's philosophy of Associates being the company's most valuable resource, TSC will provide assistance to those Associates whose use of alcohol or controlled substances is the result of alcoholism or chemical dependency. Accordingly, TSC encourages all Associates who have a problem with substance abuse or alcoholism to come forward and work with TSC in resolving the problem.

Upon successful completion of a disciplinary plan, the Associate's reinstatement to his/her former position or any other available position will be evaluated based upon applicable laws, the length of the absence, if he/she is qualified to return to work under applicable TSC's policies or other factors which may be necessary to consider. Continued association is not guaranteed. However, before returning, the Associate will be required to undergo drug and alcohol screening test. If the Associate screens positive the Associate will be considered unfit for continued association and with termination of association being the probable result.

Confidentiality

TSC respects the confidentiality and privacy rights of all of its Associates. Accordingly, the results of any test administered under this policy and/or the identities of any Associates participating in a rehabilitation program will not be communicated by TSC to anyone without consent of the Associate. TSC reserves the right to notify the Associate's immediate Leader if TSC feels this individual has a business reason need to know without the Associate's consent.

Policy Changes and Addendums

This Policy presents the general guidelines of TSC's Policy. TSC reserves the right to make changes or take actions as warranted and/or when issues or incidents cause review of existing Policy, or where mandated by the federal government or applicable laws.

Driver Policy

In order to protect the general public, reduce Associate injuries and reduce vehicular accidents, TSC maintains driving policies for DOT drivers, and Essential and Non-Essential Driving positions. A pre-hire association motor vehicle report will be obtained for all of the above positions. Motor vehicle reviews will be conducted a minimum of semi-annually for all of the above positions. TSC's Driver Policy includes hiring and revocation criteria for drivers. All drivers must meet the state and federal regulation criteria for their driving positions.

All driving violations must be reported to Bill Schierl or Association Services no later than 24 hours from occurrence. Failure to report may result in Associate documentation and further disciplinary action up to and including termination of association.

A complete copy of the Driver Policy may be requested from Association Services.

Use of Company Equipment and Company Vehicle

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using TSC property, Associates are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Associates who have a company vehicle assigned to them will be subject to periodic driver's record checks and compliance with our established standards of their driving record.

Please notify a Leader/Advisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to Associates or others. The Leader/Advisor can answer any questions about an Associate's responsibility for maintenance and care of equipment or vehicles used on the job.

Corporate provided vehicles are for the sole use of TSC Associates during the business day and for certain positions, coming to and going home from work. In case of emergency only, spouses, children or dependents may drive corporate vehicles.

During the business day, TSC does not expect any Associate to use their personal vehicle for business unless necessary to their job or directed to do so by Leadership. Company vehicles may be provided where available to provide all Associates necessary transportation.

Use of Personal Vehicle

If an Associate uses a personal vehicle for business during the business day, the Associate takes full responsibility for all physical damage and liability insurance under their Personal Auto Policy. If in an emergency, an Associate is directed by their Advisor to use a personal vehicle, TSC's Auto Liability Policy will apply but the Physical Damage policy will always be the responsibility of the Associate. This is an insurance industry standard.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action up to and including termination of association. An Associate should refer to TSC's Driving Policy for further information if required to drive on behalf of TSC for any reason.

Maintaining a Violence-Free Workplace

TSC is committed to preventing workplace violence and to maintain a safe work environment. Given the increasing violence in society in general, TSC has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All Associates, including Advisors and temporary Associates should be treated with courtesy and respect at all times. Associates are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Associates may not have a concealed weapon, firearms, weapons, knives, pepper spray and other dangerous or hazardous devices or substances in any TSC facilities or properties. Per Wisconsin Concealed Carry Law an Associate may have a concealed weapon kept in their locked vehicle.

Conduct that threatens or coerces another Associate, a Guest, a vendor, or a member of the public will not be tolerated. The prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, creed, national origin, sexual preference or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate Advisor, the Corporate Director of Association Services, or to Tim, Fritz, or Bill Schierl. This includes threats by Associates as well as threats by Guests, vendors, solicitors, Associate's spouses, or other members of the public. When reporting a threat of violence, an Associate should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to an Advisor. Associates should not place themselves in peril. If an Associate hears a commotion or disturbance near their work area, do not try to intercede, report it immediately to an appropriate person or official.

TSC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of Associate.

TSC encourages Associates to bring their disputes or differences with other Associates to the attention of their Advisors or Association Services before the situation escalates into violence. TSC is eager to assist in the resolution of Associate disputes.

Emergency Closings

At times, emergencies such as severe weather, fires, or power failures, can disrupt company operations.

In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with Advisory approval, eligible Associates may use available paid leave time, such as unused Paid Time Off benefits. Associates in essential operations may be asked to work on a day when operations are officially closed.

Life Threatening Illness in the Workplace

Associates with life-threatening illnesses, such as cancer, heart disease, and AIDS often wish to continue their normal pursuits, including work, to the extent allowed by their condition. TSC supports these endeavors as long as Associates are able to meet acceptable performance standards.

Medical information on individual Associates is treated confidentially. TSC will take reasonable precautions to protect such information from inappropriate disclosure. All Associates have a responsibility to respect and maintain the confidentiality of other Associate's medical information.

Smoking/Chewing Tobacco

In keeping with TSC's intent to create and maintain a clean, pleasant business environment, while maximizing a location's profit opportunities, the use of tobacco products which produce smoke by any Associate or company representative is not permitted in our facilities, retail areas, corporate vehicles, warehouse or distribution center facilities, or the administration office at any time. Electronic Cigarettes are also not allowed by TSC.

The city of Stevens Point, Wisconsin specifically has a smoke-free workplace ordinance which prohibits smoking in enclosed public areas and places of employment. The use of tobacco in a Guest's vehicle is strictly prohibited. The smoking restriction in vehicles complies with Department of Transportation regulations as well as maintaining a clean environment for all Associates who may use the vehicle.

Discreet use of smokeless and spitless chewing tobaccos will be allowed when you are outside of a retail location and when you are not interacting with an Associate, Guest or in any situation you are publicly representing TSC.

It is the policy of TSC to obey and uphold Wisconsin Statute 134.66 regulating the sales of tobacco products to persons less than 18 years of age, and failure to adhere to this policy could result in disciplinary action, including loss of job, as well as the imposition of a fine or time in jail.

This policy applies equally to all Associates and visitors.

Section 6 - Leaves of Absence

FAMILY and MEDICAL LEAVE ACT (FMLA)

Federal law requires TSC to provide up to 12 weeks of unpaid, job-protected leave to “eligible” Associates for certain family and medical reasons. Associates are eligible if they have worked for TSC for at least twelve months, and for 1,250 hours over the previous 12 months, and if there are at least 50 Associates within 75 miles. Associates are required to request Family/Medical Leave by notifying their Leader and contacting Association Services for necessary notification and paperwork and further eligibility and entitlement details.

Unpaid leave must be granted for any of the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth
- To care for the Associate’s child after birth, or placement for adoption or foster care;
- To care for the Associate’s spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the Associate unable to perform the Associate’s job.
- Military Family Leave Entitlements as described below.

At the Associate’s option, certain kinds of paid leave may be substituted for unpaid leave, subject to any provisions of the available benefit.

Advance Notice and Medical Certification may be required to provide advance leave notice and medical certification before taking leave under this policy. Taking of leave may be denied if the requirements are not met.

The Associate ordinarily must provide 30 days advance notice when the leave is “foreseeable.” TSC may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at TSC expense) and a fitness for duty report to return to work.

For the duration of FMLA leave, TSC will maintain the Associate’s health coverage under any TSC “group health plan.”

Upon return from FMLA leave, most Associates will be restored to their original or equivalent positions with equivalent pay, benefits, or other association terms.

The use of FMLA leave will not result in the loss of any association benefit that accrued prior to the start of an Associate’s leave.

FMLA makes it unlawful for TSC to interfere with, restrain or deny the exercise of any right provided under FMLA or to discharge or discriminate against an Associate for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or related to FMLA.

For purposes of Federal FMLA, TSC is utilizing the rolling twelve month period for determining the “12 month period” measured backward from the date an Associate uses any Federal FMLA leave.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is (1) 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 otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first 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.

Wisconsin Family and Medical Leave Law

Wisconsin also has a Family and Medical Leave law. Wisconsin’s family and medical leave law applies to TSC Wisconsin employed Associates. It is TSC’s policy to abide by any state leave laws, and these leaves will run concurrent with any applicable Federal Family/Medical Leave.

The Wisconsin Family and Medical Leave Act allows Associates of either sex:

- Up to six weeks leave in a calendar year for the birth or adoption of the Associate’s child, providing the leave begins within sixteen weeks of the birth or placement of that child,

- Up to two weeks of leave in a calendar year for the care of a child, spouse, domestic partner as defined in the state law, or parent or a parent of a domestic partner with a serious health condition,
- Up to two weeks leave in a calendar year for the Associate's own serious health condition.

This law only applies to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during the 52 week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Family and Medical Leave.

An Associate who is out on Federal or State FMLA is prohibited from "moonlighting," performing gainful work during their absence.

PERSONAL LEAVE

TSC may provide a personal leave of absence without pay to Associates who wish to take time off from work duties to fulfill personal obligations. Personal leaves may also apply for medically necessary absences or leaves that are not FMLA qualified. All personal leaves are subject to approval.

Eligible Associates may request personal Leave and whenever possible, this type of leave request should be made at least 30 days prior to the start of the requested leave. The duration of a personal leave is up to a maximum of 8 weeks. As soon as Associates become aware of the need for a personal leave of absence, they should request a leave in writing from their Leader or Advisor with a copy immediately supplied to Association Services. Requests for personal leave will be evaluated based on a number of factors, including anticipated workplace requirements and staffing considerations during the proposed period of absence. Final decisions and exceptions to this policy will be made by the Co-CEOs and/or the Corporate Director of Association Services.

Personal leave when granted is handled as inactive status. An Associate having inactive status is eligible for rehire however, there is no guarantee of job, pay or benefit status. Rehire is based upon positions available and the Associate's abilities, qualifications, experience and other criteria. If an Associate is not rehired at the expiration of the approved leave period, association will be handled as a voluntary end of association at the end of the approved personal leave.

Personal leaves are unpaid, unless the short-term medical benefit applies. Benefits such as Paid Time Off, Sick Leave, Holiday benefits or Incentive programs, will be suspended during the leave.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will end or continue under the continuation provisions of COBRA and an Associate will become responsible for the full costs of these benefits if they wish coverage to continue. If an Associate returns from personal leave, benefits will again be provided if rehired to a Blue Benefited position, according to the applicable plans and eligibility requirements like a new hire.

MILITARY LEAVE

A military leave of absence will be granted to Associates who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Associates are requested to notify their Leader and Association Services as soon as they are aware of their military obligation. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

In recognition of the public service performed by members of the U.S. Uniformed Services, Blue benefited Associates are eligible for up to 10 days (80 hours) per calendar year of the difference between their regular pay and their service pay, excluding any military subsistence allowance or other expense allowances. Upon presentation of satisfactory military pay verification data, the Associate will be paid the difference between their normal base compensation and the pay (excluding expenses pay) received while on military duty on the next payroll check processing following provided information. The portion of any military leaves of absence in excess of 10 days will be unpaid. However, Associates may use any available paid time eligible at their option.

PTO, Sick Leave, and Holiday benefits will continue during a military leave of absence of 30 or less days.

Associates on military leave for up to 30 days are required to return to work for the first regularly scheduled shift at the end of service, allowing reasonable travel time. Associates on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Benefits during extended absences will be handled in accordance with USERRA guidelines. Associates returning from military leave will be placed in the position they would have attained had they remained continuously associated or a comparable one depending on the length of military service in accordance with USERRA. An Associate will be treated as though they were continually associated for purposes of determining benefit based on length of service.

Section 7: Technology

Use of Technology

Technology is used in many forms to meet TSC business needs. Technology includes, but is not limited to computer hardware, files, internet, intranet, voice mail, E-mail, software, cell phones, etc... Technology furnished to Associates remains TSC property to be used for business use. Minimal personal use is a privilege and should never interfere with TSC business or performing your work. Misuse will be addressed in a disciplinary manner.

Just as Technology is property of TSC, all transactions or messages composed, sent, or received on TSC Technology are and remain the property of TSC. Technology is not intended for the private use of any Associate, and an Associate should expect no level of privacy. TSC provides cell phones to Associates in certain positions for business related needs. Associates may have access to a cell phone while in vehicles. Whether an Associate is driving a TSC owned vehicle or driving their personal vehicle for a work related purpose, Associates are accountable to fully recognize that while driving their first priority is safety. Associates are expected to drive safely, avoid distractions and obey traffic and speed limit laws. Associates are strongly encouraged to use good judgment and care when and if using cell phones (personal or company provided) while in a vehicle. It is strongly encouraged that for phone (verbal) conversations, any voice activation technology is utilized when available.

Wisconsin law prohibits texting while driving. TSC has further determined, regardless of the law, that texting, checking or sending e-mail or text messages, working with contacts or accessing applications while driving for Team Schierl Business is prohibited. This applies to both personal and company provided phones. If an Associate needs to text/e-mail, or access any electronic applications, they should safely pull off the road and come to a complete stop before proceeding. To summarize, TSC continues to allow cell phone use for verbal conversations utilizing voice/hands free technology when available. Any other use of this or other technology while driving is prohibited. For Associates who have a company assigned vehicle, the above also applies during any personal use of the vehicle.

Technology Code of Conduct

Use of Technology has been provided to Associates for the benefit of TSC and to support business needs. It allows Associates to perform their work and to connect to information resources. Every Associate has a responsibility to maintain and enhance TSC's public image and to use Technology in a productive manner.

Associates utilizing any type of Technology must understand they are representing TSC. All use and communication should be for business reasons. Associates are responsible for making sure that the Technology is used in an effective, ethical and lawful manner.

Technology should not be used for personal gain or advancement of individual views. Solicitation of non-TSC business or any use for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of TSC network or the networks of other users. Internet use must not interfere with Associate productivity. Technology may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters, unless approved by a Co-CEO.

Each Associate is responsible for the content of all communication placed or sent using Technology. All messages communicated on the Internet/Intranet should have an Associate's name attached. No message will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet/Intranet should not violate or infringe upon the rights of others. Associates who wish to express personal opinions on the Internet/Intranet must obtain their own user names on other Internet/Intranet systems.

TSC strives to maintain a workplace free of harassment and sensitive to the diversity of all Associates. Therefore, TSC prohibits the use of Technology in ways that violates our Harassment policy. Harassment of any kind is prohibited. Any inappropriate actions may lead to disciplinary action up to and including termination of association. Bill Schierl should be notified of any offensive materials received by any Associate on any system. If such information is not reported by an Associate, the Associate may be disciplined as a participant.

Software and Copyright Issues - To prevent computer viruses from being transmitted through TSC network there will be no unauthorized downloading of software. All software downloads will be done by a Team Technology Associate. An Associate must submit a written request for any download. TSC purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, neither TSC, nor any Associate has the right to reproduce such software for use on more than one computer. Associates may only use software according to the software license agreement. TSC prohibits the illegal duplication of software and its related documentation.

Copyrighted materials belonging to entities other than TSC may not be transmitted by Associates. Associates are not permitted to copy, transfer, rename, add or delete information or programs belonging to others unless given express

permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action up to and including termination of association or legal action by the copyright owner.

Security and Workplace Monitoring

Associates are accountable for appropriate work related use of Technology and the manner in which they utilize Technology. To ensure compliance with this policy, Technology usage may be monitored, copied or reviewed by TSC without notice or authorization by the Associate. Workplace monitoring may be conducted by TSC to ensure quality control, Associate safety, security, and Guest satisfaction. Workplace monitoring may include, but is not limited to, in person and Technology-based methods. In many of our retail locations, Associates are to be aware that video is used for business purposes.

Associates can not use a password, access a file, or retrieve any stored communication without authorization. Associates are not authorized to retrieve, listen to, read any e-mail, or voice mail messages that are not sent to them. Any exception to this policy must receive prior approval by TSC Leadership.

All messages created, sent or retrieved utilizing Technology are the property of TSC, and should be considered public information. Internet/Intranet messages are public communication and an Associate should have no level of expected privacy when using TSC connection to the Internet/Intranet. TSC is sensitive to the legitimate privacy rights of Associates, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Furthermore, the use of passwords for security does not guarantee confidentiality. All passwords are retained by TSC and should not be changed without notification to Team Technology.

Violations

Associates should notify their immediate Leader/Advisor, or any member of Leadership upon learning of violations of this policy. Associate consent and compliance with Technology policies is a term and condition of association. Associates who violate this policy will be subject to disciplinary action up to and including termination of association. When necessary, TSC will advise appropriate legal officials of any illegal activity or violations.

Use of Phone and Mail Systems

Personal use of TSC telephones for long-distance and toll calls are not permitted. Associates should practice discretion in using company telephones when making local and long distance personal calls and may be required to reimburse TSC for any charges resulting from their personal use of the telephone.

The misuse of TSC telecommunication tools, voice mail system or use of company-paid postage for personal correspondence may result in disciplinary action up to and including termination of association.

Team Schierl Companies Laptop Usage Policy

This policy is for those Associates whose positions require them to carry or are deemed necessary to utilize a company laptop computer or similar mobile device. This policy may be subject to change without notice & is an extension of the TSC Technology Use and Code of Conduct Policy.

- Laptops are 'assigned' to Associates with a business need to be able to access various network-based applications, the internet or other needed computer-related tasks while working remotely from their designated work site.
- Laptops remain the property of TSC unless other arrangements are made.
- Laptops are considered an extension of the TSC computer network and therefore must be kept secure and as free of malware as is possible. Anti-virus software must be in use & updated frequently.
- Lost or damaged laptops will be replaced or repaired as needed for the first time a loss or damage occurs. Subsequent loss or damage may be the responsibility of the Associate to replace or repair. Team Schierl expects that computer equipment assigned to Associates will be maintained and kept in good working order throughout the life of the equipment.

Social Media Policy

TSC recognizes the importance of Social Media and its positive impact on TSC by enhancing our brands, products, promotions, events, and other marketing strategies.

Social Media is defined to include, but is not limited to Blogs, Message Boards, Chat Rooms, Online Forums, Social networks, video sites, Social websites, and other electronic means of communication.

TSC will designate and inform Associates who are directly responsible to support TSC in Social Media as part of their job. Use of social media or networking sites during business hours should be limited to those Associates.

It is recognized that Associates may utilize Social Media for personal use outside of work. Associates should not maintain an expectation of privacy with respect to public, online communications involving TSC, TSC Associates or TSC related matters. All Social Media and postings that discuss TSC related matters or TSC Associates will be subject to monitoring by TSC at any time and for any reason, regardless of whether created during or outside of work time.

Social Media communications and postings regarding TSC should follow these guidelines:

Identify yourself and do not share opinions about TSC or TSC related matters anonymously. Recognize that Associates do not have authorization to speak on behalf of TSC.

The following subjects may not be discussed by Associates in any form of Social Media:

- Confidential or proprietary information about TSC
- Confidential or proprietary information involving TSC vendors, suppliers, associates & Guests
- TSC intellectual property such as logos, designs, ideas and innovation
- Disparagement of TSC's or competitors products, services, leadership, Associates, business plans or business prospects

Before completing your communication, take a step back and review. If you are unsure if the content you plan to publish is confidential, proprietary, or questioning if it is correct or appropriate to publish then do not publish or contact Leadership.

Any type of media interviews should be deferred to the Co-CEO's, Director of Association Services or the Marketing/Community Relations Specialist.

When it comes to social media, think before you click!

Personal Technology Equipment Usage

The use of an Associate's personal cell phone, lap top or other Technology is to be avoided while at work. These items should remain turned off and either not brought into the workplace or kept in a backroom and away from retail space. TSC will not be responsible for loss of personal items.

Section 8: Associate Conduct and Disciplinary Action

Associate Conduct and Work Guidelines

To ensure orderly operations and provide the best possible work environment, TSC expects Associates to follow guidelines of conduct that will protect the interests and safety of all Associates and the organization.

Listed below are just some of the guidelines and regulations of TSC. This list should not be viewed as being all-inclusive. Some situations may warrant immediate termination of association while another may warrant discipline in the form of a verbal or written counseling, a verbal or written warning and/or suspension. These decisions will always be based upon factors/circumstances deemed appropriate by TSC. TSC is an employment-at-will company and does not have a policy of progressive discipline, so termination of association may occur at any time.

TSC considers these behaviors and conduct inappropriate and may lead to disciplinary action up to and including termination of association without warning at the sole discretion of TSC and its Leadership.

- Not meeting performance expectations
- Not meeting expectations for Guest Service
- Misuse of company credit cards or expense accounts
- Using personal IMPACT REWARD\$ key tag to gain points from Guest purchases
- Falsification of timekeeping records, liability, or workers compensation claims, or any documents in course of business
- Failure to accurately record work time
- Working under the influence of alcohol or illegal drugs or failing to pass a drug/alcohol test or agreed upon actions following a positive test.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating TSC owned vehicles or equipment
- Fighting or threatening violence in the workplace. Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage to TSC's reputation or to TSC-owned or Guest-owned property
- Insubordination (displaying an attitude of refusal to follow the directives pertaining to work or duties) or other disrespectful conduct such as but not limited to use of profanity or other lewd behavior
- Entertaining unauthorized "visitors or friends" while on duty
- Violation of safety or health rules including smoking policies
- Theft or inappropriate removal or possession of property
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials (such as explosives, firearms, knives, pepper spray etc.) in the workplace. Employees may maintain weapons in their locked personal vehicles in accordance with applicable state law.
- Absenteeism
- Failure to follow a procedure
- Any unexcused absence without notice or a no-show/no-call may be considered a voluntary quit
- Unauthorized disclosure of business trade or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Misuse of company funds, including failure to comply with check cashing policies, personal loans, floating checks, theft, IOU's, past due account balances, bad (NSF) checks, etc.
- Playing of lottery tickets or merchandise redemption machines on company time
- Misuse of computer, email, phone or voicemail systems
- Use of personal cell phone/texting while working
- Bullying
- Conflict in the workplace

The above list is not all inclusive.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all Associates and affect the business image TSC presents to Guests and visitors. Additionally, TSC has made a commitment to our 4 A's for Guest Service which further supports that all Associates maintain an appropriate appearance.

TSC respects an Associates personal choice in their appearance when away from work, however, as a retailer, TSC must equally respect our Guests and the impressions that Associate appearance leaves with them. Therefore, TSC has generally conservative appearance standards, as listed below, that attempt to balance diversity, freedom and professionalism.

During business hours, Associates are expected to present a clean and neat appearance and to dress according to the appropriate uniform requirements for their position. Associates who appear for work inappropriately dressed may be sent home and directed to return to work in proper attire. Under such circumstances, Associates will not be compensated for the time away from work. The following standards must be followed in all retail facilities:

- Shoulders must be covered - No tube tops, tank tops, or spaghetti straps
- No wrinkle style clothing
- No T-shirts or sweatshirts worn in retail areas unless company provided.
- Skirts must be knee length (within 3 in above knee cap). TSC does not encourage the wearing of skirts for safety reasons, but will allow the Team Leader and Advisor to use discretion when necessary.
- Uniforms must be worn where applicable and shirttails must be tucked in
- No shorts unless working in a Subway Restaurant (Subway catalog approved shorts) and having received Advisor approval
- Socks or stockings must be worn along with shoes that cover the toes in our Retail locations.
- During warm weather months, office Associates may wear sandal type shoes but not too casual such as flip-flops. In Retail, sandals are not appropriate for the work. Retail positions require foot wear that is appropriate for the work. Capris and shorts are not allowed in the Convenience Stores.
- Appropriate undergarments must be worn.
- Jewelry; All jewelry should be small and professional. Facial jewelry (i.e., hoops, studs, rings and connective facial jewelry such as nose to ear chains, nose to lip or eye brow chains) should be removed while at work. One small, conservative nose stud/post is acceptable.
- Associates with tattoos or branding may need to cover them with appropriate clothing. Generally this applies if you are in a Guest Service position with frequent Guest interaction.
- Hair color and styles should be conservative when in a Guest Service position.

Appearance standards set by Subway or Cousins Corporate franchise agreements may supersede the appearance guidelines set by TSC.

Respectful Conduct Policy

It is the policy of TSC to promote a productive mutually respectful work environment and not tolerate verbal or physical disrespectful conduct by any Associate, Guest or Vendor. Associates at all times should treat others respectfully and with dignity. Accordingly, TSC is committed to maintaining its Respectful Conduct Policy and every Associate must be responsible for their conduct. Leadership positions will be held to a higher standard of accountability by TSC. It is the policy of TSC to evaluate concerns of disrespectful conduct.

All Associates have a personal obligation to avoid situations in which disrespectful conduct may result, as well as not participating in any such conduct outlined in this policy. Associates should clearly indicate to the other Associate, Leader or Advisor, or any other person, that the conduct is unacceptable. Under certain circumstances, this can be as simple as asking someone to stop the disrespectful behavior or conversation. If for any reason an Associate is uncomfortable communicating to the other Associate that the conduct is unappreciated, then the Associate should leave the area when appropriate and report the incident as set forth below. An Associate should not simply reciprocate disrespectful conduct.

Disrespectful Conduct Examples (including but not limited to...)

- Physically harming others
- Verbally abusing others (raised voices, swearing, berating, etc.)
- Using inappropriate hand and body language toward others
- Purposefully intimidating others
- Sabotaging the work of others
- Stalking others
- Making malicious, false and harmful statements about others
- Publicly disclosing another's private information

Reporting and Evaluation Process

Associates of TSC have an obligation to report significant/concerning disrespectful conduct which an Associate either witnesses, or is specifically directed at an Associate as an individual, or that an Associate learns about through informal means. An Associate should report this conduct regardless of who committed the conduct, including fellow Associates, Leaders, Advisors or any other persons associated by TSC or any persons present at TSC even if they are not a TSC Associate.

Associates should first report disrespectful conduct to their individual Leader or Advisor. Associates who believe it would not be appropriate to discuss the matter with their individual Leader/Advisor(s) have various options:

Report the matter directly to Tim, Fritz, or Bill Schierl who will report the matter to Candace Meronk, Corporate Director of Association Services. They may report the matter to Candace Meronk, Corporate Director of Association Services, or any member of the Association Services Team, directly at (715) 345-5060.

The above appropriate person will evaluate the matter and take appropriate action in concert with TSC Leadership.

If, following a valid concern, TSC finds credible evidence that any Associate has violated TSC Respectful Conduct Policy; the offending Associate will be subject to discipline, up to and including termination of association.

In any event, retaliation against Associates making a report or those cooperating in the evaluation arising out of any report, will not be tolerated and those Associate(s) found to have retaliated against an Associate(s) will be subject to immediate discipline, up to and including termination of association.

Unlawful Discrimination and Harassment Policy

It is the policy of TSC to promote a productive work environment and not tolerate verbal or physical conduct by any Associate that harasses, disrupts, or interferes with another Associate's work performance or that creates an intimidating, offensive or hostile environment. Associates at all times should treat other Associates respectfully and with dignity. Accordingly, TSC is committed to vigorously enforcing its Unlawful Discrimination and Harassment Policy at all levels of TSC, including Leadership. Leadership positions will be held to a higher standard of accountability by TSC and under Federal/State law. TSC and its agents forbid retaliation against any Associate for reporting unlawful discrimination and harassment of any kind or otherwise assisting in the investigation of an unlawful discrimination and harassment complaint, or filing a charge of unlawful discrimination and harassment with a government agency. The purpose of this policy is to encourage early reporting and early intervention before conduct rises to the level of unlawful discrimination and harassment violating this policy.

All Associates have a personal obligation to avoid situations in which unlawful discrimination and harassment may result, as well as not participating in any such conduct outlined in this policy. Associates should clearly indicate to the unlawful discriminating and/or harassing Associate, Leader or Advisor, or any other person, that the conduct is unwelcome. Under certain circumstances, this can be as simple as saying "NO", asking someone to stop the behavior or not to tell crude or offensive jokes. If for any reason an Associate is uncomfortable communicating to the unlawful discriminating and/or harassing person that the conduct is unwelcome, then the Associate should leave the area immediately and report the incident as set forth below. If an Associate participates in the allegedly offensive and unwelcome conduct, including but not limited to, "flirting" or engaging in suggestive behavior or offensive conduct with Leaders, Advisors, Vendors, TSC Guests fellow Associates, or any other person associated by TSC or on TSC premises, the Associate is not "avoiding harm or otherwise." Even if an Associate is able to avoid harm by telling the alleged unlawful discriminator and/or harasser that their comments, behavior or actions are unwelcome, all Associates still have an obligation to report such conduct.

In that regard, TSC expressly prohibits any form of unlawful discrimination and harassment based on race, color, religion, sex, sexual orientation, national origin, age, genetic information, disability, status as a Vietnam-era or special disabled veteran or status in any group protected by federal, state or local law. Unlawful discrimination and harassment that interferes with the ability of TSC Associates to perform their expected job duties will not be tolerated and will be met with appropriate disciplinary action, up to and including termination of association.

TSC's Unlawful Discrimination and Harassment Policy apply to all Associates and make absolutely no exceptions for Leadership Associates. It is the policy of TSC to investigate all complaints of unlawful discrimination and harassment thoroughly and promptly. If, following a complaint and investigation, TSC finds credible evidence that any Leader, Advisor or Associate has violated TSC's Unlawful Discrimination and Harassment Policy, the offending Associate will be subject to discipline, up to and including termination of association.

Unlawful discrimination and harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, status as a Vietnam-era or special disabled veteran or status in any group protected by federal, state or local law can take many forms including but not limited to the following:

Offensive Personal Behavior (which may be defined as) engaging in any type of conduct that would reasonably interfere with another Associate's work performance or time available to work assigned tasks by creating a work environment that is intimidating, hostile or offensive. This may be because of unwelcome or unwanted conversations, suggestions, requests, physical demands, physical contacts or any unwelcome behaviors that are based on race, color, religion, sex, sexual orientation, national origin, age, disability, status as a Vietnam-era or special disabled veteran or status in any group protected by federal, state or local law.

Offensive Comments

Offensive comments, jokes, innuendoes, or any other such statements based on race, color, religion, sex, sexual orientation, national origin, age, disability, status as a Vietnam-era or special disabled veteran or status in any group protected by federal, state or local law, including verbal abuse or kidding about an individual's body or appearance where such comments are derogatory, involve the telling of "off color" or "dirty jokes" that are clearly unwanted and considered offensive by others, or any other inappropriate/unwelcome comments, innuendoes or actions that offend others.

Offensive Actions

Offensive actions may include: wearing insignia on clothes, hats or other articles of clothing, sending, receiving, or forwarding voicemails and/or emails, defacing surfaces located on TSC properties with graffiti, or placing pictures, objects or other symbols within TSC properties or communications that are objectionable to another Associate based on race, color, religion, sex, sexual orientation, national origin, age, disability, status as a Vietnam-era or special disabled veteran or status in any group protected by federal, state or local law.

Retaliatory Actions

The use of Leadership authority to hire, fire, demote, promote, or bring about a significant change in an Associate's job, pay or benefits for any unlawful discrimination and harassment reason, is strictly prohibited under TSC's Unlawful Discrimination and Harassment Policy. TSC will take all reasonable steps necessary to determine whether an adverse association action by a Leader or Advisor was appropriate under the circumstances. However, if an Associate feels that they have been hired, fired, demoted, promoted, denied or granted a raise, or have had an association benefits changed for an unlawful discrimination and/or harassment reason, the Associate has an obligation to IMMEDIATELY notify TSC.

TSC is opposed to any form of retaliation, including retaliatory unlawful discrimination and harassment by Leaders, Advisors, fellow Associates or any other persons associated by TSC, for the good faith and reasonable reporting of any unlawful discrimination and harassment or otherwise assisting or participating in the investigation of a unlawful discrimination and harassment complaint, or filing a charge of unlawful discrimination and harassment with a governmental agency. Associates, Leaders or Advisors found to have retaliated against an Associate(s) will be subject to immediate discipline, up to and including termination of association.

Reporting and Complaint Procedure

Associates of TSC have an obligation to promptly report any unlawful discriminating and harassing or retaliatory conduct which an Associate either witnesses, or is specifically directed at an Associate as an individual, or that an Associate learns about through informal means that an Associate feels is offensive and unwelcome. An Associate should report this conduct regardless of who committed the conduct, including fellow Associates, Leaders, Advisors, TSC Guests, Vendors or any other persons associated by TSC or any persons present at TSC even if they are not a TSC Associate.

An Associate may report the matter to their immediate Leader/Advisor; however, TSC prefers that these matters are directly reported to Association Services. Associates may report the matter directly to Tim, Fritz, Bill Schierl or Association Services who will report the matter to Candace Meronk, Corporate Director of Association Services. They may also directly report the matter to Candace Meronk, Corporate Director of Association Services. Main Office phone number: (715) 345-5060.

TSC's Corporate Director of Association Services, Candace Meronk, or Bill Schierl will investigate the matter promptly and take appropriate remedial action in concert with TSC Leadership. Where there is a complaining party, the results of the investigation shall be promptly communicated to the complaining party together with the remedial actions proposed and/or taken, if any, to stop similar occurrences of further unlawful discrimination and/or harassment if any. All complaints and ensuing investigations will be kept confidential to the maximum extent possible.

Failure to utilize the internal complaint procedure may absolve TSC from any liability for a matter relating to the prohibited unlawful discrimination and harassment by this policy.

Guidelines for Legal and Ethical Conduct

Dealing with TSC's Property

Facilities, tools, equipment, supplies and inventory owned by TSC are to be preserved and used solely for the benefit of TSC. Unauthorized use or appropriation by an Associate is illegal, and TSC will press charges for prosecution of any criminal

offense committed against TSC within the association relationship. Further, each Associate owes a duty of loyalty to TSC by virtue of the association relationship that requires disclosure of any knowledge of misappropriation or misuse by others.

If an Associate ever has information about such misappropriation or misuse, the Associate should promptly report it to his/her Advisor, the Corporate Director of Association Services, or to a Co-CEO.

Dealing with TSC Suppliers

Any Associate who purchases goods and services for TSC, or who influences decisions concerning what is bought and from whom, has the responsibility for buying the required product at the best price and achieving the best long-term value for TSC without violating legal and ethical standards.

When Buying for TSC, an Associate Must Buy the Best Value

The ultimate goal when buying for TSC is to obtain the best value without resorting to illegal or unethical business practices. Value represents that combination of quality, reliability, service and price which assures the greatest benefit to TSC.

Personal relationships or past business relationships should only be considered in purchasing decisions to the extent that they contribute to value and the ease of dealing with established suppliers. They should not be used as a primary basis for making purchasing decisions.

Only under certain circumstances should an Associate consider whether a supplier does or does not buy or use TSC services or products.

Discussing with TSC salespeople or using lists of suppliers who do or do not buy the Companies' services or products when making purchasing decisions can be a violation of certain unfair competition laws.

An Associate should never formally or informally agree with a third party that TSC will not buy from or otherwise refuse to deal with a supplier. While an Associate may independently decide that TSC should not deal with a supplier, any discussions regarding this decision with third parties are prohibited by law and this Policy Manual.

If a third party approaches an Associate concerning a refusal to deal with a supplier, the Associate must refuse to cooperate and must immediately report the event to his/her Advisor or a Co-CEO.

When Buying for TSC, an Associate Must Buy Fairly

Sound and lasting business relationships are best maintained in a climate of honesty and fair dealing. Such relationships benefit TSC and their suppliers, and are an important asset of both.

When Buying for TSC, an Associate Will Not Accept Bribes, Kickbacks, or Favors

Acceptance or solicitation of bribes or kickbacks is illegal and unacceptable behavior for an Associate. There are many other types of favors that may be deemed just as unacceptable, even though they fall short of being a bribe or a kickback.

It is often difficult to determine whether an act of kindness or generosity constitutes an unacceptable favor. Therefore, it is TSC policy that neither an Associate nor anyone in the Associate's family or household solicit or accept gifts, free services, loans or discounts on personal purchases from a supplier (or potential supplier) if the value of the favor exceeds five dollars (\$5). Invitations to overnight trips or outings (such as golf outings) may only be accepted if an Associate has the prior approval of a Co-CEO.

It is permissible to accept invitations to meals and other forms of entertainment so long as the meal or entertainment is not extravagant. Invitations to extravagant meals or other forms of extravagant entertainment may not be accepted. Likewise, an Associate may not accept an excessive number of invitations from the same supplier. A Co-CEO should always be kept informed of such situations.

An Associate may occasionally invite a supplier to lunch or dinner so long as the meal is modest. Frequent or unusually expensive forms of entertainment of suppliers are prohibited without prior approval from your Advisor.

An Associate may not use TSC funds or purchase order system to make purchases from suppliers if the purchases are for an Associates' own personal use, an Associate family's use or the use of an Associates fellow Associate.

An Associate may not personally buy from a supplier of TSC if by doing so the Associate becomes obligated, or appears to become obligated, to do business with the supplier when buying for TSC unless pre-approved by a Co-CEO.

Because the possibility of abuse in the area of gifts and favors is so great, it is best that an Associate not only avoid any wrongdoing, but also the appearance of wrong doing.

When Selling for TSC, an Associate will not Offer Bribes, Kickbacks or Favors

Offering bribes or kickbacks to our Guests is illegal and unacceptable behavior for an Associate.

It is unlawful to give something of value to any government officials to influence his or her acts or decisions to obtain business.

It is often difficult to determine whether your intended act of kindness or generosity toward a Guest constitutes an unacceptable favor. Accordingly, it is TSC policy that you are careful about offering gifts or free services to a Guest. Invitations to overnight trips, golf outings or special travel services and arrangements may only be offered if you have the prior approval of a Co-CEO. It is permissible to offer Guests invitations to meals and other forms of entertainment if the meal or entertainment is not extravagant, and if it promotes TSC's legitimate business purpose. Extravagant meals or entertainment may not be offered, nor should an excess number of invitations be issued to the same Guest.

When Selling for TSC, an Associate Must Sell Fairly

Sound and lasting business relationships are best maintained in a climate of honesty and fair dealing. Such relationships benefit TSC and their Guests and are an important asset to both.

In fairness to all Guests, an Associate should treat each Guest uniformly and not offer preferential terms or pricing beyond established programs to only one Guest. Essentially similar terms or pricing shall be offered to similarly situated Guests.

If it appears necessary to offer different terms or pricing that are more favorable to one Guest than another for ethical and valid business purposes, you must consult with your Advisor before making any such offer. Any variation in treatment between or among Guests must remain confidential as deemed appropriate. Similarly, the terms under which we offer our products and services must not condition the sale of one product upon the purchase of a second product. Also, when an Associate offers a product of TSC for sale, it is not appropriate to push the issue that TSC buys from the Guest. These practices do nothing to promote the reputation of TSC products in the long run. Mentioning such purchases in a tactful way may be appropriate with some Guests.

Dealing with TSC Guests

Any Associate of TSC directly involved in TSC goods and services, or who influences decisions concerning how TSC's products are sold, has the responsibility for promoting and selling TSC's products without violating legal and ethical standards.

Associate's Goals Are to Provide to TSC Guests the Best Products and Services at Competitive Prices and Deliveries, and to return to TSC Acceptable Earnings on TSC Investment

The ultimate goal when promoting and selling TSC products and services is to provide the best quality at prices that give TSC an acceptable profit while also achieving a high level Guest satisfaction of both products and pricing.

TSC's best interest is not served by making misleading or inflated claims about our products or by disparaging our competitor's products.

Holding a Financial Interest, or Spousal, Significant Other/Domestic Partner, or Immediate Family Association, in an Organization doing Business with TSC is a Conflict of Interest.

A conflict of interest exists when an Associate, an Associate's domestic partner, an Associate's spouse, or a member of the Associate's immediate family has either a direct or an indirect financial interest in an organization which has current or prospective dealings with TSC as a supplier of goods or services, a contractor, a consultant, or a Guest, and the Associate deals with or could influence decisions concerning that supplier, contractor, consultant or Guest. Any conflict of interest must be brought to a Co-CEO's attention and considered at that time.

Ownership of stock in companies whose shares are listed on one of the established stock market exchanges or is actively traded in the over-the-counter market is not considered a conflict of interest provided the ownership does not exceed five percent of the voting stock of that company.

Receipt of Compensation for Services from Anyone Doing Business with TSC is a Conflict of Interest and is prohibited.

A conflict of interest exists when an Associate performs services for an organization or person for which he or she receives compensation, and that organization or person has current or prospective dealings with TSC. This includes, but is not limited to, organizations and persons who deal with TSC as a supplier, contractor, consultant or Guest.

