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I. INTRODUCTION

The purpose of this Employee Handbook (the “Handbook”) is to provide you with an overview of important information about Suds Up Hand Car Wash (together with its affiliates and all locations, the “Company”) and its employment policies and practices. It is your responsibility to make sure you read the entire Handbook issued to you. Please use this Handbook as a reference guide to answer questions and to learn more about the Company. If you have any questions, please ask your supervisor.

Circumstances may require that the policies, practices, and benefits described in this Handbook change from time to time. Consequently, the Company reserves the right to, at its sole discretion, revise, modify, amend, add to, delete, suspend, or discontinue any of the policies, practices, or benefits set forth in this Handbook, with or without prior notice to Suds Up Hand Car Wash employees. Except for the policy of at-will employment, the Company has the maximum discretion permitted by applicable law to change, modify, or delete any provision in this Handbook at any time without advance notice. However, oral statements or representations cannot supplement, change, or modify the provisions in this handbook.

The Handbook contains only general information and guidelines. Therefore, the Handbook is not to be considered as exhaustive or all-inclusive of the Company’s employment policies and/or practices. Likewise, the Handbook is not intended to be fully comprehensive or to address all possible applications of, or exceptions to, the general policies and procedures described. Some subjects described in this Handbook are covered in detail in other Company policies and/or documents that may be issued to you. Refer to those documents for specific information because the Handbook is only intended to briefly summarize those guidelines and benefits.

This Handbook supersedes all prior versions published or distributed by the Company and all inconsistent oral or written statements.

Each employee should read and become familiar with the information contained in the Handbook. Employees may always access the latest version of the Handbook by requesting such access from a supervisor. Failure to comply with the Company’s policies, procedures, or practices may result in discipline, up to and including termination.

Contract Disclaimer/At-Will Employment Status

Neither this Handbook nor any other Company policy confers any contractual right, either express or implied, to remain in the Company’s employ. Nor does this Handbook or any other Company policy guarantee any fixed terms and conditions of your employment. Accordingly, this Handbook should not be interpreted to create any express or implied contractual rights or evidence of such rights between the Company and any employee. Unless an employee has a written employment agreement signed by an authorized Company representative that states otherwise, each employee’s employment with the Company is not for any specific time and may be terminated at will, with or without cause, and without prior notice by the Company, and any employee may resign for any reason at any time.

Modifications of Terms and Conditions of Employment

The compensation, hours of employment, work location, assignments, transfers, benefits, and all other terms and conditions of employment for all employees are subject to modification by the Company at its sole discretion.

Enforcement of Policies

The Company's decision not to enforce any policy or practice or to grant an exception to any policy or practice is not intended to prevent and does not restrict the Company's right to insist on strict adherence to the policy or practice in the future. Violation of any of the Company's policies and procedures may result in disciplinary action, up to and including termination of employment. Nothing in this Handbook shall curtail employee rights under Title VII of the Civil Rights Act of 1964, the National Labor Relations Act, or any other similar federal or state law, including any amendments to those laws.

Reporting Policy Violations

All employees are expected to promptly report any observed, suspected, or known violations of any Company policy, including, but not limited to, incidents of discrimination or harassment, improper conduct, unsafe working conditions, or quality of service. The Company expects employees to lodge complaints well before the employee believes that a legal violation has occurred. Reports should immediately be made to any supervisor. Failure to submit such information or submitting information that is known to be false is considered a policy violation.

Complaints of policy violations will be promptly and carefully investigated. The Company will conduct its investigation with consideration given to an employee's desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation. All employees are expected to fully cooperate in any investigation involving issues relating to the Company's policies, procedures, property, or any other aspect of business affairs. As permitted by applicable law, failure to cooperate may be grounds for disciplinary action, up to and including termination.

Employees who in good faith report known or suspected policy violations and utilize this procedure are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation. Anyone attempting to retaliate or to interfere with the investigation of an employment complaint may be subject to discipline, up to and including termination. Employees should report known or suspected policy violations, particularly those related to retaliation or reprisal, verbally or in writing to their direct supervisor.

II. EMPLOYMENT

Equal Employment Opportunity (EEO)

Suds Up Hand Car Wash is an equal opportunity employer. It is the policy of the Company to prohibit discrimination and harassment of any type and to afford equal employment opportunities to all employees and applicants, without regard to race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, military status, marital status, or status as a Vietnam-era or special disabled veteran, genetic information, gender identity/transgender status, pregnancy, childbirth or related medical condition, or any other protected characteristic established

by applicable federal, state, or local law. The Company will conform to the spirit as well as the letter of all applicable laws and regulations in every location in which the Company has operations.

The Company assures that all applicants for employment and all Company employees are given equal consideration based solely on job-related factors, such as qualifications, experience, performance, and availability. Such equal consideration applies to all personnel actions and terms and conditions of employment, including, but not limited to, recruitment, selection, appointment, job assignment, training, transfer, promotion, merit increases, demotion, termination, layoff, recall, leaves of absence, pay rates, and benefits. The Company takes seriously, and will investigate promptly and thoroughly, all complaints or concerns of alleged discrimination in employment.

The Company requires all employees to act in conformity with the principles outlined in this policy through strict adherence to the above statements. The Company recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, military status, marital status, status as a Vietnam-era or special disabled veteran, genetic information, gender identity/transgender status, pregnancy, childbirth or related medical condition, or any other protected characteristic established by applicable federal, state, or local law.

Complaints regarding alleged discriminatory and/or harassing conduct may be made to any supervisor. Any complaint about such conduct should be made as soon as is practicable. The Company forbids retaliation against any individual who makes a good faith complaint of discrimination, reports harassment, or who assists, testifies, or participates in an equal employment proceeding.

Diversity

We value the differences among our employees. Individual differences enrich the workplace and improve our ability to attract employees and enhance customer relationships. Maintaining a work environment that values individual differences and encourages the full contribution of every employee creates a stronger company and is among Suds Up Hand Car Wash's highest priorities.

Anti-Harassment

Suds Up Hand Car Wash is committed to providing a work environment in which all individuals are treated with respect and dignity, and one that is free from all forms of conduct that could be considered harassing, coercive, or disruptive. The Company will not permit, tolerate, or condone the harassment of any individual for any reason, including, but not limited to, inappropriate conduct or harassment on the basis of race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, military status, marital status, status as a Vietnam-era or special disabled veteran, genetic information, gender identity/transgender status, pregnancy, childbirth or related medical condition, or any other protected characteristic established by applicable federal, state, or local law. Comments, conduct, and innuendos that might be perceived by others as offensive or harassing are wholly inappropriate and are to be strictly avoided and reported if heard.

This policy applies to Suds Up Hand Car Wash personnel and non-personnel on Company premises. Non-personnel includes, but is not limited to, customers, vendors, contractors, and any other visitors to the premises.

All employees must avoid offensive or inappropriate behavior in employment-related relationships and are responsible for ensuring that employment-related relationships always remain professional and free from harassment.

For purposes of this handbook, the following definitions apply:

- The term “harassment” includes, but is not limited to, unwelcome slurs, jokes, verbal, online, graphic, or physical conduct relating to an individual’s or group of individuals’ race, religion, creed, ancestry, sex (including pregnancy), gender (including gender identification), age, national origin, physical or mental disability, citizenship, genetic information, past, current, or prospective service in the uniformed services, or other protected classes recognized by applicable federal, state, or local law, or any other characteristic protected under applicable federal, state, or local law.
- Sexual harassment means any harassment based on someone’s sex or gender (regardless of the harasser’s sex or gender). It includes harassment that is not sexual in nature (for example, offensive remarks about an individual’s sex or gender), as well as any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where any of the following is true:
 - Submission to such advance, request, or conduct is an explicit or implicit term or condition of employment;
 - Employment decisions are based on an employee’s submission to or rejection of such advance, request, or conduct;
 - Such advances, requests, or conduct are a form of retaliation; or
 - Such advances, requests, or conduct interfere with an employee’s work performance, ability to perform assignments, or create an intimidating, hostile, or offensive working environment.

The following are examples of the types of conduct expressly prohibited by this policy and that will not be tolerated, though this list does not purport to list all forms of conduct that may constitute prohibited harassment:

- **Inappropriate Communication** – Involves, by way of example, any language that is unnecessarily loud, degrades or berates others, including, but not limited to, racial, religious, or sexual comments or jokes, sexual innuendos, or threats of any kind, whether communicated verbally, in writing, or electronically.
- **Physical Conduct** – includes, but is not limited to, hitting, slamming, throwing, kicking, or threatening another person, including restraining by force or blocking the path of another.
- **Interferences or Hostile Environment** – includes any behavior or action, based on protected statuses, which interferes with an employee’s ability to perform work assignments or which results in or creates a hostile or intimidating work environment.

- **Sexual Harassment** – includes, but is not limited to, unwelcome sexual advances, requests for sexual acts or favors, and/or other verbal or physical conduct of a sexual nature when:
 - Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment.
 - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
 - Such conduct is severe or pervasive and has the purpose or effect of unreasonably interfering with the individual’s work performance or creating an intimidating, hostile or offensive work environment.

- **Retaliation** – Includes any adverse action or threat of adverse action taken or made because an employee has exercised or attempted to exercise any rights under federal, state, or municipal employment laws. Retaliation includes, but is not limited to, verbal abuse, threats, or withholding or withdrawal of pay, promotions, training, or other employment opportunities.

- **Other** – In addition to the above forms of harassment, any behavior or action, based on any protected status, which interferes with an employee’s ability to perform job duties or which results in or creates a hostile, offensive, or intimidating work environment. This may include, but is not limited to:
 - Sexually suggestive touching, such as rubbing or massaging someone’s neck or shoulders, stroking someone’s hair, or brushing against another’s body;
 - Grabbing, groping, kissing, or fondling;
 - Violating someone’s “personal space”;
 - Whistling in a manner perceived as cat calling;
 - Lewd, off-color, sexually oriented comments or jokes, including foul or obscene language;
 - Leering, staring, or stalking;
 - Suggestive or sexually explicit images, posters, calendars, photographs, graffiti, or cartoons;
 - Unwanted or offensive letters or poems;
 - Sexually suggestive body language, including inappropriate sitting postures or gestures;
 - Sexually offensive e-mail, voicemail, or other messages;
 - Sexually oriented or explicit remarks, including written or oral references to sexual conduct;
 - Gossip regarding one’s sex life, body, sexual activities, deficiencies, or prowess;

- Questions about one’s sex life or experiences;
- Repeated requests for dates; and
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.

Harassment is prohibited both at the workplace and at Company-sponsored events. This policy can be violated by conduct of employees, supervisors, vendors, contractors, or customers who engage in verbally or physically harassing behavior which has the potential for humiliating, embarrassing, or offending an employee of Suds Up Hand Car Wash. No form of harassment (sexual or otherwise) will be tolerated.

Any employee who feels subjected to any type of harassment is to report the incident verbally or in writing to their direct supervisor as soon as possible after the incident occurs. The complaint should include the specific nature of the harassment and the date(s) and place(s) such harassment took place, as well as the name(s) of the accused individual(s).

Complaints will be promptly, thoroughly, and carefully investigated, including interviews with relevant persons. The Company will conduct an objective investigation with consideration given to an employee’s desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation. Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation. Any employee, regardless of position or title, whom the Company determines has subjected an individual to harassment or retaliation in violation of this policy will be subject to discipline, up to and including termination.

Suds Up Hand Car Wash strives to provide regular training to all employees regarding harassment, sexual harassment, discrimination, retaliation, and related matters. Employees are required to fulfill all of the Company’s training requirements related to these subjects.

Americans With Disabilities Act (ADA)

It is the policy of Suds Up Hand Car Wash to comply with all federal and state laws, including the Americans with Disabilities Act (“ADA”), as amended, and applicable state and local laws concerning the hiring of and nondiscrimination in employment of qualified persons with physical or mental disabilities and to act in accordance with applicable regulations and guidance. Furthermore, the Company prohibits discriminating against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Suds Up Hand Car Wash will reasonably accommodate qualified individuals with a disability in compliance with applicable federal and state law. It is the Company’s policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment;
- Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files;

- Provide applicants and employees with disabilities with reasonable accommodation to perform the essential functions of their job positions, except where such an accommodation would create an undue hardship on the Company; and
- Notify individuals with disabilities that the Company provides reasonable accommodation to qualified individuals with disabilities by including this policy in the Handbook.

Employees are encouraged to contact their supervisor with any questions or requests for accommodation. After an accommodation request is made, the Company will engage in an interactive process with the employee to determine the nature of the employee’s disability and both the employee’s and the Company’s needs. The Company will consider accommodation requests on an individualized basis. Reasonable accommodations may take a variety of forms, including, but not limited to, leaves of absence, or adjustments to work areas, equipment policies, duties, and schedules. The Company will make reasonable accommodations as requested, provided that any accommodation requested does not impose an undue hardship on the Company, eliminate an essential job function, or create a direct threat to the health or safety of the requesting individual or others in the workplace.

III. COMPENSATION

Employment Classification

Suds Up Hand Car Wash has established various categories of employment to meet its operations needs and to permit options in hiring employees. All employees are classified into one of the following categories:

- **Full-Time Employees** – Any employee who is regularly scheduled to work 40 or more hours per week.
- **Part-Time Employees** – Any employee who is regularly scheduled to work no more than 28 hours per week.

Employment status will be reviewed on an ongoing basis and adjusted as needed based upon the average hours worked during each period of review. Employees who want to change their employment classification should speak directly with their supervisor.

Employees whose positions do not meet certain legal requirements necessary for exemption from applicable overtime laws are classified as “nonexempt.” Nonexempt employees are paid overtime rates for each hour of overtime work they perform.

Hours of Work

Schedules for hourly employees are generally created two weeks (14 days) in advance and are posted and made available to employees before 9 p.m. MST every Tuesday. The General Manager for your designated work location creates, schedules, and assigns employees’ hours of work.

Timecards

All nonexempt employees are required to properly record their time in and out upon arrival and departure from work using the timekeeping system available at the employee’s designated workplace location. The compilation of an employee’s time entries in the timekeeping system will

be considered the employee's "timecard." Any time you spend performing work or work-related services for Suds Up Hand Car Wash, excluding travel to or from work, must be recorded on your timecard as hours worked. Supervisors are responsible for the timely approval of employees' timesheets. Employees are not authorized to record time in or out for other employees.

In completing your timecards, please keep the following in mind:

- The best way to ensure the paycheck you receive is accurate is to ensure you promptly and accurately record all timecard-related activities;
- You are responsible for completing and managing your own timecard. Completing the timecard of another employee or engaging in falsification of your own timecard may result in discipline, up to and including termination;
- Any changes made to an employee's timecard must always reflect an accurate record of time worked;
- If you need to correct an entry on your timecard, you must fill out a Time Clock Correction Form. The Time Clock Correction Form must be signed by both the employee and a General Manager. If no General Manager is on duty at the time, it is the employee's responsibility to reach out to the General Manager to notify him/her of the change. All Time Clock Correction Forms must be submitted by the end of the day on the Tuesday preceding the next regularly scheduled payday.

Working "off the clock" is strictly prohibited. If any supervisor directs you to, or suggests that you should, perform work while not "on the clock," you must notify your General Manager or another supervisor immediately. Similarly, nonexempt employees are not permitted to perform work after hours without specific direction and approval from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee's timecard.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your manager before working overtime or hours beyond your regular work schedule. Employees who work overtime or off-schedule hours without prior authorization by their manager may be subject to disciplinary action, up to and including termination.

Each timekeeping manager is responsible for ensuring that employees are accurately recording time and approving timecards in accordance with the payroll schedule. Failure to review and approve timecards accurately may result in discipline, up to and including termination.

Overtime

Occasionally, employees may be required to work overtime to ensure the Company's customers receive the highest quality of service. Managers will attempt to maintain agreeable working schedules and are encouraged to notify employees as far in advance as possible when they may be required to work overtime. Employees are expected to work overtime when it is required. When not specifically directed, all overtime work must be pre-approved by a manager. Working overtime hours without a manager's approval may result in disciplinary action, up to and including

termination. For all overtime worked, employees will be compensated in accordance with applicable state and local laws.

Employees classified as nonexempt will be paid time and one half for time actually worked that exceeds 40 hours during a single pay period. Sick leave and other excused absences are not considered time worked for the purposes of calculating overtime.

Paychecks/Payday

The workweek at Suds Up Hand Car Wash begins on Wednesday at 12:00 a.m. (midnight) and runs through Tuesday at 11:59 p.m. Paychecks will be distributed to employees every Wednesday for hours the employees worked in the prior workweek. If a payday falls on a holiday, paychecks will be distributed on the preceding workday. Otherwise, paychecks will not be advanced or paid prior to the regularly scheduled payday.

If you have questions regarding hours worked or distribution of paychecks, you should discuss these with your manager. If your question remains unresolved, you or your manager should submit the inquiry to contact@sudsupcarwashnm.com.

Wage Overpayment/Underpayment Policy

Suds Up Hand Car Wash takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on regularly scheduled paydays.

In the unlikely event that there is an error in the amount of pay an employee receives, the employee should promptly bring the discrepancy to the attention of their immediate supervisor so that corrections can be made as quickly as possible. If the employee has been underpaid, the Company will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the Company as directed and permitted by state law, and the Company will provide the employee a written authorization form to complete in connection with the repayment.

IV. EMPLOYEE BENEFITS

Sick Leave

All employees accrue one hour of paid sick leave for every 30 hours worked. Employees may use up to 64 hours of paid sick leave per calendar year. Employees are entitled to use paid sick leave for:

- Their own medical condition, including preventive care;
- A family member's medical condition, including preventive care;
- Reasons relating to an employee's or family member's status as a victim of domestic violence or sexual assault;

- Attendance at their child's school or place of child care related to the child's health or disability.

Employees must provide notice to their supervisor that they will be taking paid sick leave as soon as reasonably possible before taking the leave. Whenever possible, the notice must include the expected duration of the leave. When the use of sick leave is foreseeable, reasonable efforts should be made to schedule it in advance and in a manner that does not unduly disrupt the operations of the Company. The Company may require employees to provide certification for the leave. Employees may carryover up to 64 hours of unused paid sick leave from one calendar year into the next.

Domestic Abuse Leave

Suds Up Hand Car Wash employees may take up to 14 days of unpaid leave in any calendar year if the employee or an employee's family member is a victim of domestic abuse. Domestic abuse leave is to be used for issues directly related to domestic abuse against the employee or the employee's family member. The employee cannot be the perpetrator of domestic violence against the family member. Suds Up Hand Car Wash prohibits retaliation against employees who use domestic abuse leave. Employees must immediately report any instance of retaliation to a supervisor, and engaging in retaliatory conduct may result in discipline, up to and including termination.

Jury Duty Leave

Suds Up Hand Car Wash employees are entitled to take unpaid leave time if the employee receives a summons for jury service, responds to the summons, serves as a juror, or attends court for prospective jury service. Employees taking jury duty leave must present their jury summons or subpoena to their supervisor for approval for time off as soon as practicable.

Military Leave

It is Suds Up Hand Car Wash's policy to support employees who are members of the armed forces or military reserves. Suds Up Hand Car Wash will grant such unpaid leave as may be required in order to enable employees to comply with required service member activities, including training. Leave for military duty, including training, will be granted in accordance with applicable federal and state laws and regulations. The laws and regulations will control such matters as reemployment and continuation of employee benefits.

To protect the employment rights of employees entering the armed forces and to ensure conformance with the applicable federal and state laws, a leave of absence must be granted to all non-temporary employees who either:

- Enter military service for active duty; or
- Participate in service-related training.

Unless Suds Up Hand Car Wash's circumstances have changed to make it impossible or unreasonable to do so, employees returning from military leave will be restored to either their

former positions or to positions of like seniority, status, and pay. Employees requiring military leave may have additional employment rights and protections under federal and state law. Questions regarding employees' rights and protections should be discussed with a supervisor.

Employees requiring leave for military duty or training must provide as much advance notice of the need for military leave as possible. Employees returning from military leave should timely contact Suds Up Hand Car Wash to begin the reemployment process. Failure to timely coordinate a return-to-work date or to apply for reemployment within ninety (90) days may result in the loss of reemployment rights.

Voting Leave

Suds Up Hand Car Wash recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If for any reason an employee thinks this would not be the case, he or she must discuss scheduling accommodations with their manager. An employee will be entitled to take up to two (2) hours of leave on election days to vote. Evidence of voter registration and voting may be required.

V. STANDARDS OF CONDUCT

Suds Up Hand Car Wash is committed to conducting its business affairs with the highest standards of honesty, integrity, and quality. This commitment applies to relationships with competitors, customers, vendors (and, collectively, their employees), and the general public. The Company's standards of conduct apply to all Suds Up Hand Car Wash employees. All employees are responsible for understanding and complying with the standards of conduct, as well as reporting any issues of compliance and raising questions when there exists any doubt regarding questionable conduct.

Personal Conduct

Suds Up Hand Car Wash has high expectations regarding the personal conduct of all employees. First and foremost, Suds Up Hand Car Wash expects all employees to conduct themselves in a business-like and professional manner at all times. Action must be taken to ensure that our services are provided and administered in a manner consistent with the Company's standards of conduct.

Although it is not practical or possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples of behavior that is prohibited. This list should not be considered exhaustive, and inclusion of these guidelines does not in any way modify the Company's At-Will Employment policy, which permits either the Company or the employee to terminate the employment relationship at any time, with or without cause or prior notice. Any instance of the following behavior is considered a major policy violation for which the Company may impose disciplinary action, up to and including termination:

- Theft or inappropriate removal or possession of property of the Company, a customer, or another employee;

- Falsification, making a material omission, or alteration or destruction of any Company records or documents, including, but not limited to, employment applications, timekeeping records, injury reports, benefits forms, bank deposits, receipts, or any other records or documents related to the Company’s operations;
- Willful, deliberate, or malicious acts, or sabotage, which result in economic loss or damage to Company, customer, or co-worker property;
- Working or reporting to work under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty or while on Company property;
- Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor;
- Fighting or provoking a fight, or acts/threats of violence toward supervisors, fellow employees, customers, or vendors;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, on the Company’s premises;
- Gambling or participating in illegal activities on Company property;
- Horseplay, carelessness and/or working in a manner which may create or has created a hazard to safety;
- Sleeping while on duty;
- Soliciting, collecting funds, selling or attempting to sell any non-Company-related merchandise in Company work areas during work time without written approval from the owner of the Company;
- Creation of a continuing hostile, intimidating, or harassing work environment;
- Unauthorized disclosure of confidential Company information;
- Conviction of a criminal offense that impacts your employment;
- Negligence or improper conduct leading to damage of employer-owned, customer-owned, or fellow employee-owned property;
- Any violation of any Company policy or procedure;
- Unauthorized absence from the workplace during scheduled work hours;
- Unauthorized presence of employee(s) or guest(s) on Company premises during unscheduled work hours;
- Violation of safety and health rules;
- Unsatisfactory performance or conduct;

- Failure to report work-related injuries or accidents to management;
- Unauthorized use of phones, computers, mail system, or other Company equipment;
- Excessive absence or tardiness;
- Any act, or failure to act, which is disruptive to or interferes with the efficient operation of the business or has an adverse impact on the Company’s reputation or profitability.

Disciplinary action may result from violation of other rules of conduct, policies, procedures, practices and programs, and common sense or guidelines of decency, as may be determined by Suds Up Hand Car Wash.

Attendance

Attendance and punctuality are essential parts of your job and are critical to the Company’s ability to fulfill its commitments to customers and other employees. To maintain the high standard of customer service that Suds Up Hand Car Wash expects, it is important that our locations be fully staffed. On occasion, the Company understands employees may not be able to work certain of their scheduled shifts due to illness and/or other personal reasons. The Company requests that, if necessary, you notify your manager as soon as possible that you will be unable to work a scheduled shift. It is mandatory that employees notify their manager of an absence at least three hours prior to the beginning of a scheduled shift. Absences due to certain non-illness-related personal reasons may not be excused, subject to the sole discretion of the Company.

If you are delayed or prevented from coming to work, it is your responsibility to notify your manager before the start of your shift. You are expected to provide your manager with the reason for your delay or absence and the time or date you expect to return to work. If you cannot reach your manager, notify another member of management in your work area regarding your delay or intended absence. In the event you are incarcerated, hospitalized, or otherwise incapacitated, someone else may contact your manager or another member of management on your behalf. If you are absent for a medical reason, you may need to provide a physician’s statement for the absence, though you do not need to provide any confidential medical information.

Employees who are absent for two consecutive scheduled work days without notifying management (no call, no show), or for an unacceptable reason, will be considered to have terminated their employment with Suds Up Hand Car Wash. Excessive absenteeism or tardiness, or patterns of absence or tardiness, regardless of the cause, may be considered a performance deficiency unless protected by applicable law or an accommodation approved by management.

Workplace Violence

Suds Up Hand Car Wash has a zero tolerance policy for workplace violence. Suds Up Hand Car Wash will not tolerate any acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involves or affects the Company or which occurs on Company property. Employees who violate this policy will be subject to discipline, up to and including termination.

Firearms and Weapons

Firearms and weapons are prohibited on Suds Up Hand Car Wash property unless otherwise allowed by applicable law. This includes, but is not limited to, tear gas dispensers, flare guns, knives or machetes, cross-bows, tasers or stun guns, firearms (pistols, rifles, etc.), brass knuckles, and batons. Other similar items designated or intended to be used as a firearm or weapon are not allowed. Possession of unauthorized weapons on Suds Up Hand Car Wash property may result in immediate termination.

Personal Appearance

The appearance of Suds Up Hand Car Wash employees affects how customers, vendors, and the general public view the Company. We must demonstrate that we are our market's most professional, productive, and reliable service providers. Regardless of your position, you form a part of the reputation of the Company. The impression you make on others depends, in part, on your choice of dress, personal hygiene, and courteous behavior.

Suds Up Hand Car Wash expects all employees to maintain good grooming, hygiene, neatness, cleanliness, and present themselves in attire that is appropriate for the work environment and their position. For further details on our uniform standards and specifications, please reference the separately distributed Uniform Guide. In addition to the provisions set forth in the Uniform Guide, employees may be prohibited from wearing certain articles of clothing due to safety and security requirements.

Exceptions to the personal appearance policy are handled on a case-by-case basis. The Company will consider an exception to this policy due to a sincerely held religious belief. Should an employee wish to submit a request for such an exception, they may do so by submitting a written request to their manager describing the basis for the exception, along with any supporting documentation. Employees may also contact their manager or email contact@sudsupcarwashnm.com to seek an exception due to a medical condition.

Smoking

It is Suds Up Hand Car Wash's policy to provide a smoke-free environment for employees, customers, and vendors. Smoking and the use of other tobacco products, including, but not limited to, smokeless tobacco, vapes, and electronic cigarettes (or, E-Cigarettes) is absolutely prohibited in all areas on Company premises. Under no circumstances may an employee smoke, vape, or use any other tobacco products in the presence of customers.

Alcohol and Drug-Free Workplace

Suds Up Hand Car Wash is committed to establishing and maintaining a safe and healthy workplace environment free from the influence of alcohol and drugs for employees, customers, vendors, and the general public. The Company's goal is to promote such an environment on all Company-owned premises and customer or vendor locations, including public and private premises accessed by employees during the course and scope of employment. Suds Up Hand Car Wash will not tolerate any alcohol or drug use which may affect job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees. It is a violation of the Company's policy for an employee to:

- Report for work or perform work duties under the influence of alcohol, illegal drugs, inhalants, or other controlled substances;
- Manufacture, sell, distribute, dispense, possess, purchase, or use alcohol, illegal drugs, inhalants, or other controlled substances in the workplace;
- Use legal or prescription drugs in an improper manner; or
- Bring illegal drugs, alcohol, inhalants, or other controlled substances onto the Company’s premises.

Improper use of legal drugs refers to the use of prescription medication not prescribed for current personal treatment by a licensed medical professional or the use of prescription or non-prescription medication to an extent or in a manner that impairs the performance of an employee’s job duties. No prescription drug is to be brought on Company property by any employee other than the employee for whom it was prescribed. Such drug must be used by said employee only in the manner, combination, and quantity prescribed.

Any employee taking a drug or other medication, whether or not prescribed by the employee’s physician for a medical condition, which is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect the employee’s ability to perform work in a safe and productive manner, must notify his or her supervisor prior to starting work. Employees do not need to report the medications they are taking but rather the potential effects of the medications on the employee’s judgment, coordination, or other senses. The supervisor will decide if the employee may remain at work and what work restrictions, if any, are deemed necessary. Any employee violating this guideline will be subject to discipline, up to and including termination.

Social Media

At all times, be mindful of the impact that your social media usage has on your image, and because you work for Suds Up Hand Car Wash, on the image of the Company. Follow this rule of thumb: refrain from using social media in a way that would be embarrassing to you, the Company, or other employees. When you use social media, act with respect toward other Suds Up Hand Car Wash employees, customers, vendors, etc. Your online presence reflects Suds Up Hand Car Wash. Ensure your profile and related content is consistent with how you wish to present yourself with colleagues and customers.

Additionally, Suds Up Hand Car Wash expects its employees to comply with the following guidelines:

- Certain laws and restrictions always apply, whether at work or not, and to all communications, whether online or offline. Therefore, you must comply with these restrictions and laws when you use social media, including, but not limited to:
 - Employees may not state anything via social media that is defamatory or recklessly inaccurate regarding the Company, its employees, customers, or vendors.

- Do not make statements about the Company’s vendors or customers without their express consent.
- Respect copyright laws, and reference or cite sources appropriately, where applicable.
- The Company’s anti-harassment and anti-discrimination policies apply to all communications undertaken via social media.
- Be clear that you are speaking on behalf of yourself, and not on behalf of Suds Up Hand Car Wash. If you are making any statement that is in any way related to the Company, its employees, or its customers, explicitly state that you work for the Company, your position with the Company, and that you are speaking on behalf of yourself and not the Company.
- Use good judgment when inviting other employees into your social network, or when accepting friend invitations from other employees. Managers should use caution when inviting subordinates to be “friends,” because inviting some and not others could give the appearance of favoritism, and some subordinates may feel pressure to accept invitations from their managers when they would prefer not to. To be clear, Suds Up Hand Car Wash does not require that any employee accept a friend invitation from any manager or other employee. Employees should consider whether they want to invite managers or coworkers to be their friends and the extent to which they want to share the personal information from their social networking sites with their colleagues.
- Respect the privacy of your coworkers. Unless you have your coworkers’ express consent, do not disclose information about their employment status, marital status, sexual orientation, medical conditions, or any other personal details about them.

Outside Employment

No employee may engage in outside employment that might interfere with or adversely affect his/her performance at Suds Up Hand Car Wash. The Company asks that you discuss any prospective outside employment with your supervisor to ensure that there will not be any conflict. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, or refusal to work overtime or different shift hours. Failure to disclose outside employment may result in disciplinary action, up to and including termination.

VI. SAFETY

Suds Up Hand Car Wash is committed to providing a safe and healthy environment for all of our employees, customers, vendors, and other visitors. Employees are expected to keep their work areas neat and orderly and to report safety and fire hazards to the appropriate supervisor as soon as possible following discovery. Any job-related medical problems or injuries must be reported to the supervisor of the department where the medical problem or injury occurred immediately. In addition to yourself, in the event of an accident involving customers or visitors on the Company’s premises, your manager must be notified immediately. It does not matter how minor the injury; it must be reported and documented.

All employees’ safety responsibilities include:

- Reporting any unsafe working conditions or conduct;
- Working safely, wearing safety equipment/apparel, observing all safety rules, and keeping your work area neat and clean;
- Immediately reporting all accidents involving Suds Up Hand Car Wash equipment and/or vehicles, regardless of whether damage is visible;
- Immediately reporting all work-related injuries or illness, as well as other accidents or instances of property damage, to a manager.

Employees are expected to adhere to all safety procedures, keep work areas free from safety hazards, and to report safety or fire hazards to management. Employees should also be aware of the Company's and their specific location's emergency plans in case of a fire, severe weather, and medical or other emergencies. Contact your manager if you have any questions about such plans.

Failure to observe these guidelines may endanger yourself and other employees and will result in disciplinary action, up to and including termination of your employment.

VII. SEPARATION

Suds Up Hand Car Wash retains the right to terminate an employee with or without cause and for any reason that it determines justifies termination.

The effective date of termination will be the last day on which you were at work. Subject to applicable law, unused sick leave is not convertible into compensation at the time of termination.

Termination Procedures

On or before an employee's last day of work, or at any other time when the Company so requests, the employee must return to the Company any and all property, memoranda, notes, records, drawings, electronic data, manuals and other documents, including all copies of such documents, that in any way relate to the business or affairs of the Company or any of its employees, customers, vendors, or agents. Any items issued to an employee by the Company or created as a result of employment with the Company must be returned. The supervisor should ensure that the employee has returned all Company property, including documents, keys, and handbooks.

Individuals voluntarily resigning from employment with Suds Up Hand Car Wash or individuals involuntarily terminated from employment with the Company will receive their final pay on or before the next regularly scheduled payday. Employees will forfeit any accrued, unused sick leave at the time employment is terminated, regardless of whether it is a voluntary or involuntary separation. Employees will not receive payment for unused sick leave upon termination.

Resignation

As a professional courtesy, employees are expected to provide appropriate advance notice of their intent to resign. A minimum of 2 weeks' notice to the employee's supervisor is expected prior to the effective date of resignation. The employee should state the effective date of termination and the reason for resignation. Management may, at its sole discretion, elect to have the resigning employee separate prior to the proposed separation date. The employee will receive payment

through the actual date of separation. Failure to provide appropriate notice of resignation may result in ineligibility for re-employment.

Medical Separation

A medical separation is a release initiated by either an employee or the Company when the employee is unable, for health-related reasons, to continue to work. A medical separation will not affect the employee's eligibility for continued receipt of workers' compensation or other disability payments for which he/she is eligible.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I acknowledge that I received a copy of the Employee Handbook (the “Handbook”) provided to me by Suds Up Hand Car Wash (together with all its affiliates and locations, the “Company”) and that I read the Handbook carefully and completely, understood it, and that I have had ample opportunity to ask for any necessary clarification of its contents.

I agree to abide by the policies and procedures set forth in the Handbook, including the anti-discrimination and anti-harassment policies. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time, with or without any notice to me. No statement or representation by a supervisor or manager or any other employee of the Company, whether oral or written, can supplement or modify the Handbook, except in accordance with the terms of the Handbook. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the Handbook will not constitute a waiver of the Company’s right to do so in the future.

The Handbook contains important information about the Company, including the Company’s policies, including without limitation the Equal Employment Opportunity, anti-harassment, pay and timekeeping, and sick and other leave policies, as well as information related to expected standards of conduct. I will consult with my manager regarding any questions I have that are not answered in the Handbook. I have entered into my employment relationship with the Company voluntarily and understand that there is no specified length of employment unless otherwise stated in a written contract signed by an authorized representative of the Company. Accordingly, either the Company or I can terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

Furthermore, I understand that the Handbook is not a contract of employment and that the Bank may modify, amend, delete, suspend, or discontinue the policies and procedures found in the Handbook at any time, with or without prior notice and with or without cause. I understand the Handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits, and expectations of the Company.

By my signature below, I acknowledge and understand the information contained in the Handbook provided to me by the Company. I further agree that if I remain with the Company following any modifications to the Handbook, I therefore accept and agree to such changes. I understand that this form will be retained in my personnel file.

Employee’s Printed Name

Date

Employee’s Signature