



HUMAN RESOURCES POLICY MANUAL

Last updated: 6/22/2018

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PURPOSE OF THIS POLICY MANUAL

This policy manual is designed to acquaint you with THERMAL STRUCTURES, INC. (the “Company” or “THERMAL STRUCTURES”) and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, personnel policies, and employment policies in effect at the time of publication. The Company has the ability to prospectively add, change, delete, or modify policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement and agreement to arbitrate contained in the Employee Acknowledgement and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of “employment contract.”

TEAM MEMBER RELATIONS POLICY

We are dedicated to continuing what we believe to be an excellent relationship with our Team Members. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and Team Member involvement. Over the years, our Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our Team Members. We will continue to look to our Team Members for ideas about how to improve all areas of our business -- in areas like customer service, safety, efficiency, and Team Members relations.

IF YOU HAVE A QUESTION

We encourage you to discuss questions or concerns regarding this handbook, your job, or any work-related issues you may experience with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the Human Resources Administrator. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the Vice President.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

The Company takes all Team Member concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of retaliation.

Please note that the Company utilizes private, binding arbitration for Team Member disputes that cannot be resolved by other means, and which would otherwise be subject to resolution in court.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-100

EMPLOYMENT AT WILL

Effective 6/22/18

Your employment with THERMAL STRUCTURES, INC., a subsidiary of HEICO, is voluntary and is employment at-will. Your employment at THERMAL STRUCTURES, INC. is subject to termination by either you or THERMAL STRUCTURES, INC., with or without cause or prior notice. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of THERMAL STRUCTURES' Team Members.

As provided in the Employee Acknowledgement and Agreement, these personnel policies do not create and are not intended to create a promise of continued employment for a definite term. This policy manual shall supersede any and all prior policy manuals, handbooks, written documents, or oral representations that contradict the at-will nature of your employment.

Your status as an at-will employee may not be modified by any officer or Team Member and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved by and at the discretion of the President.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-101

CONFLICTS OF INTEREST

Effective 6/22/18

In general, the Company expects its Team Members to conduct business according to the highest ethical standards of conduct. Team Members are expected to devote their best efforts to the interests of the Company. Business dealings that create a conflict between the interests of the Company and a Team Member are unacceptable. The Company recognizes the right of Team Members to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the Team Member must disclose any possible conflicts and obtain approval in writing so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever a Team Member is in a position to influence a decision that may result in a personal gain for the Team Member or immediate family (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Although it is not possible to specify every action which might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If a Team Member has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resource Manager to obtain advice on the issue.

A violation of this policy will result in immediate and appropriate disciplinary action, up to and including termination.

OUTSIDE EMPLOYMENT

It is important that other employment, as well as outside interests, do not interfere in any way with your job with the Company. Our policy forbids Team Members from engaging in any other business which competes with the Company. Team Members are required to obtain written approval from their supervisor before participating in outside employment. Approval will be granted unless the activities conflict with the Company's Conflict of Interest policy. In general, outside work employment activities are not allowed when they:

- a) are in the interest of a competitor;
- b) prevent the Team Member from fully performing work for which they are employed at the Company, including overtime assignments;
- c) involve organizations that are doing or seek to do business with the Company, including but not limited to actual or potential vendors or customers; or
- d) violate provisions of law or the Company's policy or rule.

From time to time, the Company's Team Members may be required to work beyond their normally scheduled hours. Team Members must perform this work when requested. In cases of conflict with any outside activity, the Team Member's obligation to the Company must be given priority. Under California

law, a Team Member may be disciplined or terminated for failing to work mandatory overtime. You should also be careful that extra hours of work for other employment do not affect the safe performance of your job duties by leaving you tired or distracted.

FINANCIAL OR OWNERSHIP INTEREST IN OTHER BUSINESSES

A Team Member and his or her immediate family may not own or hold any significant financial or ownership interest in a supplier, a customer, an entity that does business with the Company or a competitor of the Company (except where such ownership or interest consists of securities of a corporation regularly traded on the public stock market. Providing consulting services to any entity that does business with or is a competitor of the Company, except with the knowledge and written consent of the President of the Company, is also prohibited.

ACCEPTANCE OF GIFTS

As the business of the Company has grown, more of our Team Members are involved with suppliers, customers, and competitors. It is important that we have a very clear policy with respect to conflicts of interest.

It is a condition of employment that any Team Member receiving gifts, meals, entertainment, or other benefits from potential and actual customers, suppliers, or competitors must report it to the Human Resources Department. Special care must be taken to avoid even the impression of a conflict of interest.

The above does not apply to meals provided during a business meeting. Additionally, any gifts given to a Team Member costing more than \$100.00 should be turned in to the Human Resources Department.

If at any time a Team Member has a question with respect to this policy, they should contact the President or Human Resources Department.

A Team Member may entertain potential and actual customers if such entertainment is consistent with accepted business practices, does not violate any laws or generally accepted ethical standards, and the public disclosure of the facts will not embarrass the Company and is done with prior express written approval of their manager.

REPORTING POTENTIAL CONFLICTS

A Team Member must promptly disclose actual or potential conflicts of interest in writing to the Human Resources Department. Approval will not be given unless the relationship will not interfere with the Team Member's duties or will not damage the Company's relationship. Team Members have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that Team Members can seek further clarification on issues related to the subject of acceptable standards of operation.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-102

FRAUD, DISHONESTY, AND FALSE STATEMENTS POLICY

Effective 6/22/18

This Policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud by or against the Company. It is the intent of the Company to promote consistent organizational behavior by providing guidelines on the definition, roles and responsibilities, and the reporting of fraud.

This policy applies to any irregularity, or suspected irregularity, involving Team Members as well as shareholders, consultants, vendors, and contractors. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the Company.

Team Members, shareholders, consultants, vendors, and contractors are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, invoice, paperwork, time card or time sheet, time entry, investigative questionnaire, workplace injury report, or any other Company document. Team Members are likewise prohibited from making any materially dishonest or false statement to a Team Member, vendor, or customer with respect to the performance of the Team Member's job duties. Under the law, a Team Member may be held personally liable for making misrepresentations to customers. It is also against the law and against Company policy for a Team Member to provide, or assist a customer in providing, false or misleading information on a credit application or regarding credit status to any financial institution.

DEFINITION OF FRAUD

Fraud is any intentional act or omission designed to deceive others resulting in the victim suffering a loss and/or the perpetrator achieving a gain. Fraud may be categorized into fraudulent financial reporting, misappropriation of assets, and corruption. By way of illustration only, and not limitation, some examples of fraud include:

- Fraudulent financial reporting – The intentional manipulation of financial information including financial statements that can lead to:
 1. Inappropriately reported revenues and/or expenses;
 2. Inappropriately reflected balance sheet amounts, including reserves;
 3. Inappropriately improved and/or masked disclosures;
 4. Concealing the misappropriation of assets;
 5. Concealing unauthorized receipts and expenditures; and
 6. Concealing unauthorized acquisition, disposition, and/or use of assets.
- Misappropriation of assets – The misuse or stealing of tangible (cash, inventory) and intangible (proprietary product, customer information) assets that can lead to significant losses to the Company.
- Corruption – Acts of dishonesty that can lead to the payment of bribery and gratuities to

companies, private individuals, and/or public officials, the receipt of bribes and kickbacks, and aiding and abetting fraud by other parties.

ROLES/RESPONSIBILITIES

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. All Team Members are responsible for the reporting of suspected dishonest or fraudulent activity as it becomes known. Any irregularity that is detected or suspected must be reported immediately to the anonymous and confidential hotline 800-378-0445, HEICO Human Resources Department, or the President of the respective HEICO FSG/ETG divisions. All incidents will be investigated by HEICO General Counsel and other officials and remain anonymous and confidential.

RESULTS OF INVESTIGATION

Any Team Member found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. Positive confirmation of fraudulent activity will result in termination, as the Company supports a “zero tolerance” policy for the committal of fraud. If you observe any such violations, please report them to the Human Resources Manager or other member of management immediately.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-103

CONFIDENTIAL MATERIAL AND/OR TRADE SECRETS POLICY

Effective 6/22/18

In the course of your employment with the Company, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

The Company has gone to great expense and effort to develop customer and contact lists, marketing plans, submission and proposal procedures, inventions, designs, computer programs, patents, copyrights, proprietary information, trade secrets, procedures, equipment, processes, manuals, confidential reports, and other confidential information. Because of the nature of the Company's business, Team Members also have access or knowledge of confidential information and/or trade secrets of the Company's customers. The Company considers and treats all of this information as "trade secrets." The Company's trade secrets are a valuable, special, and unique asset of the Company's business which is essential to the continuation of the business of the Company.

Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to Team Members during their employment with the Company and/or Team Members have gained access to while employed by the Company and/or were developed by Team Members in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration Team Members provide to the Company in exchange for your employment and continued employment with the Company, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created, or maintained by you shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

During a Team Member's employment and thereafter, a Team Member must keep in the strictest confidence any information which is or ought to be treated or designated as Trade Secrets/Confidential Information of the Company or its customers. A Team Member may not, at any time, whether during or after employment with the Company, disclose to any person or organization any Trade Secrets/Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Trade Secrets/Confidential Information, without the prior written permission of the Company.

Team Members are strictly prohibited, at all times during their employment with the Company, except with prior written approval of the Company's President, from forwarding from their Company email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to Team Member's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Docs account) any documents containing any Trade Secrets/Confidential Information. Team Members are also strictly prohibited, at all times during their employment with the Company, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Team Members shall not leave any of the Company's Trade Secrets/Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

You shall not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during your term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company you prepare, use, or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination of your employment, regardless of whether requested by the Company to do so at the time of your termination, or at the Company's request at any time.

Any improper transfer of Trade Secrets/Confidential Information, even though it is not apparent that the Team Member has personally gained by such action, constitutes unacceptable behavior. Any Team Member engaging in such practice will be subject to immediate and appropriate discipline, including termination and legal action.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-200

EQUAL EMPLOYMENT OPPORTUNITY AND REQUESTS FOR ACCOMODATION POLICY

Effective 6/22/18

It is the policy of the THERMAL STRUCTURES to promote and provide equal employment opportunities for all Team Members and applicants without regard to race, ethnicity, color, religion, sex (including childbirth, breast-feeding, and related medical conditions), pregnancy, protected medical condition, age, disability, marital status, national origin, ancestry, citizenship status, sexual orientation, gender, gender identity or expression, AIDS/HIV status, genetic information, political affiliation, uniformed service member and veteran status, or any other protected status in accordance with all applicable federal, state, and local laws. This policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, benefits, advertising, compensation, promotion, demotion, transfer, lay-offs, terminations, leave of absence, and training opportunities, and other terms and conditions of employment.

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified Team Member or applicant with regard to any terms or conditions of employment because of such individual's disability.

The Company is also committed to complying with all laws protected qualified individuals with disabilities, as well as Team Members', unpaid interns', and volunteers' religious beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Consistent with this policy of non-discrimination, the Company will provide reasonable accommodations for any known physical or mental disability of a qualified individual and/or Team Members' religious beliefs and observances, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify the Human Resources Department. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

Although the Company assures equal opportunities and freedom from discrimination on the above basis, it does exercise all its rights as an employer in the selection and promotion of Team Members on the basis of specific qualifications, performance, and other factors that are considered necessary to the success of the Company by its management.

If any Team Member or job applicant who has questions regarding this policy or believes that he or she has been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources Department. All such inquiries or complaints will be

treated as confidential, and will only be disclosed on a need-to-know basis. You are encouraged to utilize this procedure without fear of retaliation.

The Human Resources Department shall bear responsibility for investigating all complaints regarding this policy.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-201

POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

Effective 6/22/18

The Company does not tolerate unlawful harassment, discrimination, or retaliation in the workplace or in any Company-sponsored event, such as Company social gatherings. Prohibited forms of harassment include discrimination or harassment on the basis of race, ethnicity, color, sex (including childbirth, breast feeding, and related medical conditions) gender, gender identity or expression, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, religion, protected medical condition, genetic information, disability, age, sexual orientation, or any other category protected by applicable local, state, or federal laws.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all Team Members, including supervisors and managers, as well as to all unpaid interns and volunteers. The Company prohibits managers, supervisors, and Team Members from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors, and others doing business with the Company. The Company likewise prohibits its customers, vendors, suppliers, independent contractors, and others doing business with the Company from harassing our Team Members.

Because unlawful harassment, discrimination, and retaliation are considered to be misconduct that undermines the integrity of the employment relationship, it is grounds for disciplinary action, up to and including termination from employment. Team Members should be aware that some forms of harassment could also be considered illegal.

No Team Member should be subjected to unsolicited, unwelcome, or discriminative conduct of any kind, whether verbal, physical, or visual. Our goal is to maintain a workplace free of unlawful harassment, discrimination, and retaliation.

HARASSMENT GENERALLY

Harassment on the basis of protected characteristics includes unwelcomed conduct or comments targeting a protected characteristic that is so severe or so pervasive that it unreasonably interferes with an individual's performance or creates an intimidating, hostile, or offensive working environment.

SEXUAL HARASSMENT DEFINED

Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise, promotion, or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for a Team Member's failure to engage in sexual activity;

- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons, or posters;
- Verbal sexual advances, propositions, requests, or comments;
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Sexual harassment is not limited to harassment of women by men. Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with effectiveness.

OTHER FORMS OF PROHIBITED HARASSMENT

In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, and any other offensive remarks;
- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Inappropriate verbal, graphic, or physical conduct;
- Sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- Other harassing conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

TO REPORT HARASSMENT

If a Team Member believes he/she is being or has been harassed, discriminated against, or retaliated against in violation of this policy by another Team Member, supervisor, manager, customer, vendor, independent contractor, or third party doing business with the company, they should immediately contact the Human Resources Administrator or the Vice President. In addition, if you observe harassment, discrimination, or retaliation by another Team Member, supervisor, manager, or non-Team Member, please report the incident immediately to the individuals listed above. To report the incident(s) in writing, please place the report in a sealed envelope marked "Personal and Confidential." The following information should be included in the written statement: the date(s) of the incident(s), identity of the alleged harasser, identity of any witnesses, and details about the incident(s). Team

Members may also call the toll-free HEICO HOTLINE at (888) 270-5942.

RESPONSIBILITY

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Human Resources Manager or the Vice President.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

INVESTIGATION AND RESOLUTION

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits Team Members from hindering internal investigations and the internal complaint procedure. Investigation and resolution procedures include:

Human Resources or the Vice President should be notified immediately of an incident and complaints should be filed as soon as possible after an incident of alleged harassment with as much of the following information as is possible:

- The name, department and position of the person or persons allegedly causing the harassment;
- A description of the incident(s), including the date(s), location(s), and the presence of any witnesses;
- The alleged effect of the incident(s) on the complainant's position, salary, benefits, promotional opportunities, or other terms or conditions of employment;
- The names of other Team Members who might have been subject to the same or similar harassment;
- Any other information the complainant believes to be relevant to the harassment complaint.

The Company will investigate all harassment claims promptly and thoroughly.

- The investigation may include inquiry into the alleged harasser's identity, the specific conduct complained of, the identity of witnesses, and the number of times the conduct has occurred.
- To the extent possible, the Company will conduct confidential interviews. In conducting an investigation, the Company will respect the privacy of all concerned; however, complete confidentiality may not always be possible because of the need to conduct an investigation and take the steps necessary to eliminate harassment.
- In determining whether the alleged conduct constitutes harassment, the Company will consider the totality of the circumstances, the nature of the harassment, and the context in which the alleged incident or incidents occurred.
- The Company will inform the alleged victim and harasser of the results of the investigation and the steps the Company will be taking in response to the complaint.

- The Company will not use the information against the person who makes a truthful, good faith allegation of harassment.
- Disciplinary action, up to and including termination from employment, may be taken.

DISCIPLINARY ACTION FOR VIOLATION

Violation of this policy will subject a Team Member to disciplinary action, up to and including immediate termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, Team Members may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

NO RETALIATION

The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another Team Member who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified Team Members who request a reasonable accommodation for any known physical or mental disability and Team Members who request a reasonable accommodation of their religious beliefs and observances. In addition, the Company will not penalize or retaliate against a Team Member who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or changes in the workplace to ensure the Team Member's safety and well-being.

FOLLOW-UP

Once the matter has been resolved, the Company will continue to monitor the Team Members involved with the goal of ensuring that no future incidents of harassment occur.

CONFIDENTIALITY

- All inquiries, complaints, and investigations are treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.
- A copy of the investigation report and the final decision is included in the personnel file of the respondent only if the investigation reveals that the individual engaged in prohibited conduct.
- All information pertaining to a sexual harassment complaint or investigation is maintained by the Human Resources Department or the Equal Employment Compliance Officer in secure files.

TRAINING

Under California Law (AB 1825), all supervisors, managers and those with direct or indirect influence on another Team Member's hiring, supervision, compensation, direction, discipline or who provides recommendation for the same, shall be trained no later than six months after their hire date and at least once every two years in Sexual Harassment and Discrimination avoidance, by a competent authority.

A record of the training shall be maintained by Human Resources.

The Company is dedicated to maintaining a working environment based on professionalism and free of unlawful harassment, discrimination, and retaliation. We expect that all Team Members will continue to act responsibly to fulfill the Company's commitment to working in an environment totally free of harassment, discrimination, and retaliation. Team Members should not hesitate to ask Human Resources any questions regarding this policy.

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HR-202

OPEN DOOR POLICY

Effective 6/22/18

The Company is interested in Team Member's happiness and well-being. Team Member concerns, no matter how large or small, are of interest to us. It is the Company's belief that the best relationship that our Company can have with its Team Members is one built on open and clear communications and trust. To that end, Team Members are encouraged to discuss with their supervisor, Department Manager, or the Human Resources Department any concerns, questions, or areas needing clarification at any time. These matters may include any questions or concerns relating to any aspect of their job (such as wages, hours, working conditions, benefits, or corrective action). NOTE: If Team Members have a concern about harassment or discrimination, please utilize the reporting procedure in *HR-201 Harassment-Free Workplace Policy*.

We want to provide Team Members with an effective and acceptable means of bringing any concerns they may have to our attention. Therefore, we have established a procedure to be used by all of us. It is our policy to let Team Members tell us their concerns, and we prohibit retaliation against any Team Member for expressing his or her point of view.

- The first step is to discuss the concern with the Team Member's immediate supervisor. Every effort should be made to resolve concerns at this level to the satisfaction of both parties. If there is hesitation about discussing concerns with their immediate supervisor, Team Members should bring the concern directly to Human Resources or the Vice President.
- If their immediate supervisor's response is not satisfactory, Team Members have the right to bring their concern to the next level of management, Human Resources, or the Vice President for investigation and resolution.
- All information pertaining to a concern or investigation is maintained by the Human Resources Department in secure files.

The Company is dedicated and committed to maintaining a professional working environment. We expect that all Team Members will continue to act responsibly to fulfill the Company's commitment. Team Members should not hesitate to ask Human Resources any questions regarding any concerns or this policy.

Remember, the purpose of this policy and procedure is to give you and the Company an opportunity to resolve concerns of any kind. It is for your benefit and, when concerns arise, we would like to have a chance to help you with them if we can.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-205

EMPLOYMENT CATEGORIES POLICY

Effective 6/22/18

It is the intent of the Company to clarify the definitions of employment classification so that Team Members understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time, and our Employment At-Will Policy remains in effect at all times.

Introductory. Team Members who are newly hired employees and who have been employed for a period less than ninety (90) calendar days. During this ninety (90) day introductory period, Introductory Team Members' job performance, attendance, attitude, and overall interest in their job will be assessed. Those who fail to demonstrate the expected commitment, performance, and attitude may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the "at-will" employment relationship. Team Members continue to have the right to terminate their employment at any time, with or without cause or notice, and the Company has the same right. During the introductory period, Introductory Team Members may not be eligible for certain Company benefits. An Introductory Team Member may be scheduled to work Full-time, Part-time, or Intern hours, as established by their supervisor. As a result of an excused absence during the introductory period or for other reasons identified by management, the Company may choose to extend a Team Member's introductory period as necessary to give the Team Member a further opportunity to demonstrate his/her ability to do the job. If a Team Member's introductory period is extended, the Team Member will be notified.

Full-time. Team Members who have completed their probationary period and who are normally scheduled to work at least thirty (30) hours per week, as determined by THERMAL STRUCTURES in its sole discretion. As used herein, "full-time" is a general employee classification used by the Company for a variety of purposes. Team Members not classified by the Company as "full-time" may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

Part-time. Team Members who have completed their probationary period and who are normally scheduled to work fewer than thirty (30) hours per week, as determined by THERMAL STRUCTURES in its sole discretion. Part-time Team Members are only eligible for federal and state mandated Company benefits.

Intern. Team Members who are generally collegiate students, or recent graduates, working for the Company on an interim basis. Intern Team Members will be covered under federal and state mandated benefits; however, Intern Team Members will not be covered under benefits

such as holiday or paid time off, except as may be required by federal or state law. Intern Team Members also are expected to comply with all Company policies and rules governing Team Member conduct.

Temporary. Team Members who are hired to work on special projects for short periods of time or on a “fill-in” basis. These positions are not intended to be part of continuing operations. Generally, a Temporary Team Member is hired for an anticipated period of less than one calendar year. The employment status or job category of a Temporary Team Member does NOT change due to an extension of the length of employment in excess of that originally planned. Temporary Team Members may be released earlier than originally anticipated in the sole discretion of THERMAL STRUCTURES. They may work a full-time or part-time schedule. Temporary Team Members are ineligible for Company benefits, unless otherwise required by applicable law. Temporary Team Members also are expected to comply with all Company policies and rules governing Team Member conduct.

Leased Contractors: Leased contractors are those workers who are employed by an employment agency and who have been contracted to a THERMAL STRUCTURES location. They are not THERMAL STRUCTURES’ employees are not eligible for any Company benefits, but may be eligible for mandated benefits from their employer.

And one of the following-

Exempt. Includes all regular Team Members who are classified by the Company as exempt from the overtime provisions of the federal Fair Labor Standards Act or California state law.

Non-exempt. Includes all regular Team Members who are covered by the overtime provisions of the federal Fair Labor Standards Act or California state law.

Full-time, part-time, intern, and temporary Team Members may be classified as either exempt or non-exempt. Final determination of exempt or non-exempt status will be made by the Human Resources Department based on the position requirements and routine job functions, not by job/position title.

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IMMIGRATION COMPLIANCE POLICY

Effective 6/22/18

The Immigration Reform and Control Act of 1986 (IRCA) places extensive responsibility on employers to ensure that Team Members have proper work authorization. The law provides that penalties may be assessed against the employer for non-compliance.

1. Team Members must provide documentation that prove identity and employment eligibility within three (3) days of the day that the individual begins work. Team Members must also complete the Employment Eligibility Verification Form I-9 in its entirety.
2. Should a newly hired Team Member be unable to provide proper documentation, they must present a receipt showing that they have applied for appropriate replacement documents within three (3) days of employment. Team Members then have a specified number of days per the IRCA to provide the actual documents.
3. Should a Team Member be unable to comply with the requirement noted above, their employment will be terminated.
4. THERMAL STRUCTURES validates compliance of all new Team Members through the Department of Labor's E-Verify system.
5. Some positions at THERMAL STRUCTURES require the Team Member to be exposed to sensitive or controlled information under the Foreign Trade Regulations of the United States. (Exposure to these materials may be limited by the International Trade in Arms Regulations [ITAR] and/or Export Administration Regulations [EAR]). To satisfy the requirements for exposure to this controlled information, ITAR sensitive positions require the Team Member to be a U.S. Citizen, Permanent Resident Alien, or person granted asylum by the U.S.
6. THERMAL STRUCTURES cooperates with law enforcement and federal agencies, as permitted by federal and state law.

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HR-207

ALCOHOL AND DRUG POLICY

Effective 6/22/18

PURPOSE

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our Team Members are our most valuable resource, and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our Team Members and others, to provide the highest level of service, and to minimize the risk of accidents and injuries.

GENERAL POLICY

Each THERMAL STRUCTURES Team Member has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, and/or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, we have adopted a policy that all Team Members must report to work and remain completely free from the presence of drugs or under the influence of alcohol. This policy does not prohibit the possession and proper use of lawfully prescribed drugs other than marijuana taken in accordance with the prescription.

DRUG USE/DISTRIBUTION/POSSESSION/IMPAIRMENT

All Team Members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on THERMAL STRUCTURES property (including parking areas and grounds, and in Company-owned or leased vehicles), or while otherwise performing their work duties away from THERMAL STRUCTURES' premises, including but not limited to work on customer or vendor property. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription, with the exception of marijuana or cannabis-related products which are prohibited at all times (on or off duty and with or without a prescription).

Team Members are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana regardless of prescription), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of a Team Member's assigned duties.

ALCOHOL USE/DISTRIBUTION/POSSESSION/IMPAIRMENT

All Team Members are prohibited from distributing, dispensing, possessing, or using alcohol while at work, on duty or on Company property. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with a Team Member's ability to perform the essential functions of his/her job.

From time to time, the Company may host events where alcohol is served. During these authorized Company events, Team Members are permitted to engage in moderate consumption of alcohol that is served. Team Members are expected to exercise good personal judgement concerning alcohol consumption and must not over indulge.

PRESCRIPTION DRUGS

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Team Members' drug use may affect their job performance, such as by causing dizziness or drowsiness. Team Members must disclose any medication that may cause a risk of harm to themselves or to others in performing their job duties. It is the Team Member's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

MARIJUANA USE

Marijuana use and/or the use of cannaboid products is prohibited at all times by THERMAL STRUCTURES Team Members, at all times, on or off-duty and with or without a medical prescription. California's "Adult Use of Marijuana Act," which permits recreational use under specific circumstances specifically states that California employers have the right to have policies prohibiting the use of marijuana by Team Members and prospective employees. (11362.45(f)).

NOTIFICATION OF IMPAIRMENT

It shall be the responsibility of each Team Member who observes or has knowledge of another Team Member in a condition which impairs the Team Member in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others or to themselves, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

WHO IS TESTED

THERMAL STRUCTURES shall conduct drug tests in the following circumstances:

- a. Application for Employment. Job applicants must submit to a drug test. Refusal to submit to a drug test or a positive confirmed drug test may be used as a basis for refusal to hire the applicant.
- b. Reasonable Suspicion. Team Members may be required to submit to drug/alcohol screening whenever the THERMAL STRUCTURES has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident was unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g. back sprains from lifting heavy object, bug bites that require treatment, etc.).
- c. Other Bases for Testing. Team Members in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.
- d. FAA Repair Station Team Members. Team Members of the FAA Repair Station must submit to pre-employment drug testing and to random drug and alcohol testing. Also, FAA Repair Station Team Members are subject to post-accident, reasonable suspicion, and return-to-duty testing.
- e. Drivers. All Team Members whose duties include driving are required to submit to testing in compliance with the Department of Transportation regulations.

DISCIPLINE

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

ENFORCEMENT POLICY

In order to enforce this policy and procedures, THERMAL STRUCTURES may investigate potential violations and require Team Members to undergo drug/alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, Team Members' clothes, desks, work stations, lockers, Company vehicles, and personal vehicles if on Company property. Team Members will be subject to disciplinary action, up to and including termination of employment, for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

INVESTIGATIONS/SEARCHES

Where a manager or supervisor has reasonable suspicion that a Team Member has violated the substance abuse policy, the supervisor, or his/her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. A Team Member may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area; thus Team Members should have no expectation of privacy for personal belongings brought on Company premises. Where the Team Member is not present or refuses to remove a personal lock, the Company may do so for him/her, and compensate the Team Member for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

WHAT HAPPENS WHEN A TEAM MEMBER TESTS POSITIVE FOR PROHIBITED SUBSTANCES

All Team Members who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination. If, in the opinion of THERMAL STRUCTURES management, a law has been violated, local law enforcement may also be notified.

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LITERACY ASSISTANCE

Effective 6/22/18

The Company will reasonably accommodate and assist Team Members with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Team Members who need time off to participate in an adult education program for literacy assistance should inform the Human Resources Manager so arrangements can be made to provide unpaid time off or an adjusted work schedule. Team Members may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave. The Company will make reasonable efforts to safeguard the Team Member's privacy.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-300

BENEFITS POLICY

Effective 6/22/18

The Company offers the following benefits to all eligible, full-time Team Members. (The Company reserves the right to add, change, or cancel any benefit at any time for any reason at its sole discretion).

- Group Health Insurance
- Group Dental Insurance
- Group Vision Insurance
- 401 (K) Retirement Savings Plan
- Group Life Insurance
- Group Disability Insurance
- Group Accident and Critical Illness Insurance
- Profit Sharing Plan
- Paid Holidays
- Paid Vacation
- Paid Sick Leave

Details about eligibility, coverage, and restrictions under the Company's group benefits program are found in HR Policies 301-305. Please contact your Human Resource Department for information about the Company's group benefits program.

These benefits may fall under IRS Section 125 which governs the timing of enrollments, changes and cancellations. Once enrolled in group benefits, changes and cancellations can be granted before the next open enrollment date only with evidence of qualifying events such as birth/adoption of a child, marriage, divorce, loss of coverage, loss of eligibility, FMLA Leave, or through a Qualified Domestic Relation Order. The Company reserves the right to amend the above benefits at any time.

YOUR PAY

Paychecks and earnings statements are distributed every Thursday.

Each hourly Team Member is responsible for accurately recording their hours worked using the Company's time clock system. No Team Member may 'clock-in' or 'out' for another Team Member. "Clocking-in" or "out" for another Team Member is considered misconduct and may result in disciplinary action, up to and including termination of employment. Any discrepancies must be reported, using the proper form and sign-offs, no later than 7:00am on following Monday to be included in that week's payroll. Changes submitted after 7:00am may not be included until the following week's payroll.

If your payday falls on a holiday, generally you will be paid the business day prior to the holiday.

THERMAL STRUCTURES does not cash Team Member payroll checks. Any questions about the amount of your pay or deductions should be brought to the attention of the Human Resources Department immediately.

STATE MANDATED INSURANCE BENEFIT PROGRAMS

State Disability Insurance

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the SDI program.

Family Temporary Disability Insurance

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows you to receive compensation for lost wages, for up to six (6) weeks in a twelve (12) month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, the FTDI is not a “leave” program; it does not provide you with any entitlement to leave beyond that to which you are entitled pursuant to Company policy. You will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify the Company if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department ultimately determines whether you are eligible to receive FTDI benefits based on the serious health condition of certain family members who require your care. You will not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

WORKERS COMPENSATION

The Company promotes a safe environment for all of its Team Members. Those Team Members who are injured on the job may be eligible for Workers’ Compensation insurance benefits. The Company pays the entire amount of the Workers’ Compensation insurance premium, which provides benefits to Team Members who experience injury or illness that arises out of the course and scope of employment. Benefit entitlements are governed by law, but it is essential that Team Members report all work-related accidents, injuries, and illnesses to a supervisor immediately. A delay in giving notice may result in loss of worker's compensation eligibility.

You should be aware that California law makes it a crime to knowingly file false or fraudulent information in connection with any Workers’ Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment. Additionally, the Company reserves the right to prosecute anyone who misrepresents the facts related to a workplace injury. Any questions should be directed to the Human Resources Department.

Team Members who are injured while at work during working hours and are unable to return to work, as recommended and documented by a physician, may be paid 100% of their normal hourly wage for up to eight (8) hours on the day injured. If the Team Member continues to miss work, he or she may receive 66 2/3% of their base pay (not including shift premium, or overtime rate) for up to eight (8) hours each day on days 2 through 7. If the Team Member misses more than seven (7) workdays he or she may begin receiving pay on day 8 from our worker's compensation carrier. All lost time will require a Team Member to provide a doctor's note/slip to his/ her immediate supervisor. Vacation does not accrue while a Team Member is on worker's compensation. Worker's compensation benefits will run concurrently with any eligible FMLA benefit.

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Team Member Handbook Policy
HR-301

HOLIDAY POLICY

Effective 6/22/18

THERMAL STRUCTURES offers eight paid holidays per year; however, the Company reserves the right to add or reduce the number of paid holidays from year-to-year. Around November of each calendar year the Company will distribute a schedule of the year's holidays. Eligible Team Members will receive the below these specific holidays off with pay any time they fall on a normally scheduled work day for the Team Member. While the Company reserves the right to change the schedule or eliminate holidays with or without notice, the following are generally the paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Two floating holidays, to be determined by the Company

(Each year by December 1st, the holiday schedule for the following year is published by Human Resources. Eligible office hourly team members are paid ten (10) hours for holidays on Mon-Thur and five (5) hours on Fri; Eligible plant hourly team members on a 4x10 workweek are paid ten (10) hours for holidays on Mon-Thur; Eligible Salaried employees are paid their regular rate on holidays)

Full-time salaried (exempt) Team Members are eligible for holiday pay on their hire date. To be eligible for holiday pay, a full-time hourly (non-exempt) Team Member must have completed their probationary period and worked their full workday on the last scheduled day preceding and first scheduled day after the holiday, unless he/she is taking *pre-approved* vacation, bereavement, jury duty, or sick leave, if available, on those days. For the purpose of calculating overtime during the week in which the holiday occurs, holiday pay does NOT constitute 'hours worked.'

Some departments may be required to work on a scheduled holiday due to business necessity. Team Members will be given as much notice as possible if they are required to work on a holiday. (Advance notice may not always be possible). Hourly Team Members who work on a holiday will receive their normal rate of pay for the hours they work. Salaried exempt Team Members generally will not receive additional holiday pay but will receive their regular salary for the week in which a holiday falls, regardless of whether or not they work the holiday or have completed their introductory period.

OTHER RELIGIOUS HOLIDAYS

Team Members who are required to miss work for religious observances should submit those requests as far in advance as possible. If granted, those days off will be considered unpaid.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-302

VACATION POLICY

Effective 6/22/18

The Company provides vacation benefits to all regular full-time Team Members (does not include interns, part-time Team Members, contractors/consultants, temporary workers, or temporary agency associates). Vacation will be accrued by eligible Team Members as follows, subject to the indicated accrual caps:

ACCRUAL SCHEDULE

Length of Employment	Earned Vacation	Accrual Rate*	Maximum Accrual**
Date of Hire - Year 4	80 hours	1.54 hrs/wk	160 hours
5 th Anniversary - Year 14	120 hours	2.31 hrs/wk	240 hours
15 th Anniversary - Year 29	160 hours	3.08 hrs/wk	320 hours
30 th Anniversary & thereafter	200 hours	3.84 hrs/wk	400 hours

**Team Members on leave do not accrue vacation during leave periods.*

***Vacation may not be accrued in excess of the applicable maximum accrual cap (detailed in the chart above). Team Members are not eligible to accrue additional vacation time when they reach their maximum accrual; once their prior vacation time has been used and their accrual balance falls below the maximum accrual cap, the Team Members are eligible to accrue additional vacation time at their regular rate.*

Once a Team Member has accrued twice the annual earned vacation, the Team Member will not be eligible to accrue any additional time until their accrued balance falls below the maximum accrual. This means that a Team Member through fourth complete year of service may not accrue more than 160 hours and Team Members in their fifth through fourteenth year may not accrue more than 240 hours. The maximum accrual amount for Team Members with 15 through 29 years of service is 320 hours, and the maximum accrual for Team Members with 30 or more years of service is 400 hours.

Team Members should submit their vacation requests to their supervisor as far in advance as possible and should never book any travel-related expenses until approval has been granted. Generally, Team Members may not take more than two (2) consecutive weeks of vacation at a time (unless approved in advance by their supervisor, Manager, AND General Manager). THERMAL STRUCTURES, as a rule, does not grant unpaid time off except in emergency situations and only on a case-by-case basis. Absences on regularly scheduled workdays, other than those for which Paid Sick Leave is paid, will be charged against any accrued vacation balance.

Consult the Payroll Manager for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive if you have questions about your vacation pay. The actual dollar amount that a Team Member receives while on vacation varies according to whether

the Team Member is an hourly, commissioned, or salaried Team Member. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation.

Team Members who are away on a leave of absence do not accrue vacation time while they are on their leave. Vacations should be scheduled *and* approved by your Department Manager **at least three (3) weeks in advance**. Again, Team Members should not make financial commitments toward vacations until approved. The Company, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate.

THERMAL STRUCTURES does allow Team Members to 'cash out' accrued vacation time, known as 'vacation-in-lieu' in 10-hour increments. Team Members should note that there is increased taxation on vacation-in-lieu payments. Since (except in extreme circumstances that are generally beyond the control of the Team Member) the Company does not grant unpaid time-off unless consistent with one of its leave policies, cashing out vacation may result in the denial of a request for unpaid time off at a later time if the Team Member does not have enough accrued vacation time to cover the requested absence period.

Vacation pay is NOT considered 'hours worked' for the purpose of calculating overtime.

The Company has the right to deny a Team Member's application for vacation if, in the Company's sole judgment, scheduling the vacation at the time sought would be inconsistent with the smooth operation of the Company's business.

THERMAL STRUCTURES pays all unused, accrued vacation pay when a Team Member leaves their employment with THERMAL STRUCTURES.

Team Members are required to consume accrued vacation if they are on FMLA until their vacation accrual balance is exhausted.

REQUESTS FOR TIME-OFF

Time off requests for vacation should be submitted online or by use of the time-keeping system.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-303

SICK LEAVE POLICY – California Team Members

Effective 6/22/18

PURPOSE

THERMAL STRUCTURES provides paid sick leave to its Team Members who have worked thirty (30) or more days in California within a year of their employment with the Company.

Paid Sick Leave may only be used in connection with the diagnosis, care, or treatment of an existing health condition of, or the preventive care for, the Team Member or the Team Member’s immediate family. For the purpose of this policy, an immediate family member includes: spouse, registered domestic partner, children (regardless of the child’s age), parents (including step-parents or parents-in-law), grandparents, grandchildren, or siblings. Leaves under this policy may also be used by Team Members who are the victims of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

ELIGIBILITY

All Team Members, regardless of status, who have completed thirty (30) or more days of work in California. The sick leave year runs from January 1st to December 31st.

Full-Time Hourly (Non-Exempt) Team Members: After successfully completing thirty (30) days of employment, eligible Team Members may begin to use paid sick time under this policy in minimum increments of two (2) hours, up to a maximum of their calendar year benefit. When an hourly Team Member reaches ten (10) years of service, their increase in the Paid Sick Leave benefit will begin on January 1st of the following year. This benefit does not accrue. Unused Paid Sick Time does not roll-over from year to year, and all unused Paid Sick Leave balances are zeroed at 11:59:59pm on December 31st of each year. Eligible Team Members will receive paid sick leave at the beginning of each year as follows:

Years of Service

<u>Benefit</u>	<u>From / Thru</u>
30 hours (3 days)/year	30 days to 9 complete years
40 hours (4 days)/year	10 years and over

Part-Time, Intern & Temporary Hourly (Non-Full-Time, Non-Exempt): After successfully completing ninety (90) days of employment, eligible Team Members may begin to use paid sick time under this policy in minimum increments of two hours, up to a maximum of their accrued benefit. Non Full-Time Hourly (Non-Exempt) Team Members accrue sick leave at the rate of 1 hour for every thirty (30) hours worked up to a maximum accrual of forty-eight (48) hours. No more than twenty-four (24) hours of sick leave may be used in any calendar year. Sick Leave for Non-Full-Time, Non-Exempt Team Members will

roll over from year to year but may not exceed a maximum total accrual of forty-eight (48) hours. Sick leave is not paid out at termination of employment.

Salaried (Exempt) Team Members: After successfully completing thirty (30) days of employment, eligible salaried (exempt) Full-time Team Members may use five (5) days of Paid Sick Leave per calendar year, granted at the time of hire and each subsequent January 1st. Unused Paid Sick Time does not roll-over from year to year, and all unused Paid Sick Leave balances are zeroed at 11:59:59 on December 31st of each year. After exhausting the five (5) day limit of Paid Sick Leave, salaried (exempt) full-time Team Members may be charged against their accrued vacation for additional full-day absences, subject to applicable federal and state law. If the exempt Team Member exhausts their five (5) paid sick days *and* their accrued vacation, their weekly pay may be docked 20% per day for full-day absences.

All Team Members: Consult Human Resources for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a Team Member receives may vary according to the compensation plan of the Team Member.

Team Members requesting paid sick-time under this policy should provide as much advanced notice to Human Resources as possible, if the need is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

In the event of a planned use of Paid Sick Leave (E.g.: medical appointment or scheduled procedure), the Team Member must complete an Absence Request Form and turn it into Human Resources. If the use of Paid Sick Leave was unplanned, the Team Member must complete an Absence Request Form on the day they return to work from the leave.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as local, state, or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA).

Accrued, unused paid sick time is not paid out at the time of separation from employment. However, Team Members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated. If a terminated Team Member returns after sixty (60) day or more lapse in service, the Team Member will be treated as a new Team Member with a new hire date for the granting of this benefit.

The Company reserves the right to change this policy at its sole discretion at any time upon notice to Team Members. For more information regarding this policy, contact Human Resources.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-304

LEAVE OF ABSENCE POLICY

Effective 6/22/18

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

The Family and Medical Leave Act and California Family Rights Act (“FMLA/CFRA”) provide eligible Team Members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

Team Member Eligibility

To be eligible for FMLA/CFRA leave, you must:

- Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would commence; and
- Currently work at a location where there are at least fifty (50) Team Members within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA and/or CFRA leave may be taken for the following reasons:

- Birth of a child, or to care or bond with a newly-born child including incapacity due to pregnancy or prenatal medical care;
- Placement of a child with the Team Member and/or the Team Member’s registered domestic partner for adoption or foster care or to care or bond with the child;
- To care for an immediate family member (Team Member’s spouse, registered domestic partner, child, registered domestic partner’s child, or parent) with a serious health condition;
- Because of the Team Member’s serious health condition that makes the Team Member unable to perform the Team Member’s job;
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the Team Member’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons

constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female Team Members may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Team Member from performing the functions of the Team Member’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible Team Member takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Using Leave

Eligible Team Members may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the Team Member or immediate family member, or in the case of a Covered Servicemember, his/her injury or illness. Eligible Team Members may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two week increments. Team Members who require intermittent or reduced-schedule leave for planned medical treatment must try to schedule their leave so that it will not unduly disrupt the Company’s operations. Intermittent leave is permitted in increments of at least one hour.

Use of Paid Leave

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible Team Member must comply with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA/CFRA leave. This paid disability leave runs concurrently with FMLA/CFRA leave, and may continue longer than the FMLA/CFRA leave if permitted by the disability leave plan.

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA/CFRA leave on the same terms as if you had continued to work. If applicable, you

must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

When seeking FMLA/CFRA leave, you must provide:

- Thirty (30) days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, unless your absence was taken on an intermittent or reduced leave schedule. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the Company will inform you whether you are eligible for leave under the FMLA/CFRA. Should you be eligible for FMLA/CFRA leave, the Company will provide you with a notice that specifies any additional information required as well your rights and responsibilities. The Company will also inform you if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA/CFRA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Upon returning from FMLA/CFRA leave, you will typically be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return after FMLA/CFRA Leave

If you fail to return to work as scheduled after FMLA/CFRA leave or you exceed the twelve (12) week FMLA/CFRA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, the

Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

Other Employment

The Company prohibits Team Members from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence including FMLA/CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA/CFRA leave will result in disciplinary action, up to and including immediate termination.

MILITARY-RELATED FMLA LEAVE

FMLA leave may also be available to eligible Team Members in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A "Covered Servicemember" is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible Team Member takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of "serious injury or illness" for current Servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of Military-Related FMLA Leave, the term "serious injury or illness" means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible Team Members to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible Team Member requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. “Next of kin” means the nearest blood relative of the Servicemember, other than the Servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible Team Member may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a “single twelve (12) month period.” The “single twelve (12) month period” begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible Team Member may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single twelve (12) month period.”

Within the “single twelve (12) month period” described above, an eligible Team Member may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the Team Member or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible Team Member may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

A Team Member seeking Military Caregiver Leave may be required to provide appropriate certification from the Team Member and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA

Leave Policy (requirements regarding Team Member eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible Team Members may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the Team Member’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” a Team Member may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The Team Member must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the Team Member, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible Team Members may take up to fifteen (15) of days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid

leave. Please refer to the Military Leave of Absence below for more details.

- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that the Company and the Team Member agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

A Team Member seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the Team Member's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

PREGNANCY DISABILITY LEAVE ("PDL")

Female Team Members, regardless of status, may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning physical or mental condition intrinsic to pregnancy or childbirth). "Female Team Members" includes transgender Team Members. For the purposes of leave under this policy, "four (4) months" means the number of days the Team Member would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Team Members who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Human Resources Manager of the need for a reasonable accommodation as soon as reasonably possible.

Prior to the start of the leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. Depending on your eligibility, medical insurance may be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Team Member portions of monthly health insurance premiums remain the responsibility of the Team Member. If there are no payroll deductions as a result of your absence from work during Pregnancy Disability Leave, you must send your premium payment to Human Resources to be received no later than the 15th of each month of your absence. The premium cost remains the same as it was just prior to the start of Pregnancy Disability Leave.

Team Members using Pregnancy Disability Leave may use, but are not required to use, vacation or sick leave up to their accrued balance, concurrently with PDL.

PERSONAL LEAVE (UNPAID)

There may be the rare occasion when a Team Member is faced with an emergency or special circumstance and needs to take an unpaid personal leave of absence. In order to qualify for a Personal Leave, the Team Member must have completed at least twelve (12) months of service. Eligible Team Members may request up to thirty (30) days of personal leave with as much advanced notice as possible. Managers will forward the request to the Human Resources Department accompanied by the manager's recommendation. Human Resources and the responsible General Manager will discuss and either jointly approve or deny the requested leave. Leaves of absence will generally not be granted for periods less than one month in duration. An extension beyond thirty (30) days will be considered on an individual basis.

The Team Member has the responsibility to keep his or her manager advised of the leave situation, and to contact same or the Human Resources Manager at least one week prior to the expiration of the approved leave to discuss returning to work. The Company will make a reasonable effort, consistent with good business practices and Company needs, to reinstate a Team Member to the same position they previously occupied or to a similar position following a leave of absence. However, the Company is not obligated to hold open or return a Team Member to their position while out on personal leave. An exception to this rule is where a Team Member is guaranteed reemployment rights under federal or state laws. If the Team Member fails to return on the approved return date, the Team Member will be considered to have 'abandoned' their job on the last day worked or paid leave, whichever is later.

Vacation or holiday hours are not earned during the unpaid leave period, and any unused accrued vacation hours must be taken at the beginning of leave. The Personal Leave date will begin on the approved start date, whether or not the Team Member is using sick leave or vacation hours. Team Members are still responsible for any co-payments they may have for voluntary insurance benefit payments and/or 401(k) loan payments during their absence. According to benefit contracts, some coverage's may be terminated until Team Member returns from leave. Be sure to discuss with Human Resources.

Team Members should speak directly with the Human Resources Manager prior to taking a leave to ensure their understanding of all of their obligations to the Company while on leave, such as periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

MILITARY LEAVE OF ABSENCE

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for ten (10) days of unpaid leave.

CIVIL AIR PATROL LEAVE

The Company will provide eligible Team Members who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

To be eligible, Team Members must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave.

Team Members are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore Team Members who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, Team Member benefits, pay and other terms and conditions of employment.

BEREAVEMENT LEAVE

Full-time Team Members, as defined in HR-205, are eligible for Bereavement Leave.

The Company offers Bereavement Leave to provide a time for mourning after the loss of an immediate family member. The Team Member's General Manager authorizes the use of Bereavement Leave. An eligible Team Member may take up to three (3) days of paid leave in the event they miss regularly scheduled work days due to the death or funeral of a member in the Team Member's immediate family. For the purpose of this policy, immediate family includes: legal spouse, registered domestic partner, children, step-children, grandchildren, registered domestic partner's children, parents, siblings, step-siblings, father-in-law, mother-in-law, registered domestic partner's parents, grandparents, minor child to whom you are a legal guardian (*en loco parentis*), and any other blood relative permanently residing in your household.

If additional time is needed, vacation hours or unpaid personal leave may be taken with the approval of the Team Member's General Manager and Human Resources. No more than six (6) days of Bereavement Leave may be taken with pay in a calendar year. Bereavement Leave must be taken within fourteen (14) days of the eligible family member's death.

An hourly Team Member who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for paid bereavement leave will not commence until the loss of the next regularly scheduled workday if the Team Member is notified of the loss while at work. The Team Member must provide verification of need (obituary, death certificate, funeral card, etc.) to receive paid Bereavement Leave.

Supervisor's will annotate leave usage on the Team Member's time card and turn in the time card along with the verification document to Payroll.

FAMILY-SCHOOL PARTNERSHIP LEAVE (UNPAID)

The Family-School Partnership Leave Act is a California law that allows parents, grandparents, and guardians to take time off from work to participate in their children's school or child-care activities, (Labor Code Section 230.8).

Eligibility: Full-time Team Members, as defined in HR-205, who are a parent, guardian, step-parent, foster parent, grandparent, or individual standing in *loco parentis* with custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or *licensed* child day care facility, (does NOT include unlicensed day care facilities or homes).

Eligible Team Members may take up to forty (40) hours of unpaid leave each year, not to exceed more than eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children, provided the following criteria are met:

- The Team Member must personally notify his/her supervisor and Human Resources as soon as the Team Member learns of the need for the planned absence. (Team Members who fail to provide adequate notice will be denied the leave.)
- If requested by Human Resources, the Team Member must provide proof of the school-related activity.

Team Members may also take such leave to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

Team Members are encouraged to schedule individual school-related activities, such as parent-teacher conferences, during non-working hours.

Team Members who request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination of employment.

LEAVE FOR VICTIMS OF FELONY CRIMES (UNPAID)

To the extent required by law, any Team Member who is the victim of certain, specified felony crimes, or who are an immediate family members of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, Team Members who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue.

To take this leave, the Team Member must provide the Company in advance with a copy of the notice of the proceeding. If advance notice is not possible, the Team Member must provide the Company with appropriate documentation evidencing the Team Member's attendance at the judicial proceeding upon returning back to work.

CIVIC DUTY LEAVE

THERMAL STRUCTURES encourages each of its Team Members to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty

Eligibility: Full-time Team Members (as defined in HR-205)

If you receive a summons for jury duty, please notify your supervisor and Human Resources immediately so we may plan the department's work with as little disruption as possible.

While you are on jury duty, the Company will pay the difference between your basic rate of pay and the total amount of pay you receive from serving as a juror, for up to three (3) days per year. To receive pay for Jury Duty, you MUST provide a copy of your summons and the daily service record given you by the Court. (The Court date-stamps a document for each day's service as proof of your jury service for your Employer.)

Exempt Team Members will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law.

Team Members who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty

Eligibility: All Team Members

If you receive a subpoena to appear in court, please notify your supervisor and Human Resources immediately. You are expected to return to work as soon as your service as a witness is completed. You will be paid for up to two (2) missed days from work per calendar year to appear as a witness in a bona-fide Court proceeding. To receive pay for Witness Duty, you must provide a copy of your subpoena and proof of service from the Court.

Time-off to Vote

Eligibility: All Team Members

If you would like to vote in a public election, but, due to your work schedule, will not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advanced approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. THERMAL STRUCTURES reserves the right to request a copy of your voter's receipt following any time off to vote.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

To the extent required by law, Team Members who are victims of domestic violence, sexual assault, or stalking may receive unpaid leave to:

- 1) attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure your own health, safety, or welfare, or that of your child or children;
- 2) obtain services from a domestic violence shelter or rape crisis center;

- 3) seek medical attention for injuries caused by domestic violence or sexual assault;
- 4) obtain psychological counseling for the domestic violence or sexual assault; or
- 5) take action, such as relocation, to protect against future domestic violence or sexual assault.

To take this leave, the Team Member must provide Human Resources with advance notice of their need for leave. If advance notice is not possible, the Team Member must provide the Company with the following certification upon returning back to work:

- 1) a police report showing that the Team Member was a victim of domestic violence or sexual assault; or
- 2) a court order protecting the Team Member from the perpetrator or other evidence from the court or prosecuting attorney that the Team Member appeared in court; or
- 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the Team Member's absence was due to treatment for injuries from domestic violence or sexual assault.

Human Resources will keep all information surrounding this type of leave confidential and will only disclose necessary information to individuals with a specific need-to-know.

The Team Member may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, Team Members who are victims of domestic violence, sexual assault, or stalking are entitled to a reasonable accommodation for the Team Member's safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the Team Member's job duties and position. If you require such an accommodation, please notify your supervisor or the Human Resources Manager. The Company will engage the Team Member in a timely, good faith, and interactive process to determine effective reasonable accommodations. Team Members are encouraged to request leave and accommodation under this policy without fear of retaliation.

LEAVE FOR EMERGENCY RESCUE PERSONNEL

To the extent required by law, Team Members who are volunteer firefighters, reserve peace officers, or emergency rescue personnel may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Such Team Members may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, emergency rescue personnel, or an officer, Team Member, or member of a disaster medical response entity sponsored or requested by the state, please alert your supervisor so that he/she is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work.

You may choose to use any vacation or sick leave time, if available, for an absence described above.

LEAVE FOR ORGAN AND BONE MARROW DONORS

A Team Member who has been employed for at least ninety (90) days and who provides written verification to the Company that he or she is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Team Members will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor leave.

THERMAL STRUCTURES, INC.

Team Member Handbook Policy

HR-305

EDUCATION ASSISTANCE POLICY

Effective 6/22/18

THERMAL STRUCTURES, INC. encourages and supports efforts by its Team Members to improve their skills and educate themselves for advancement. This policy states Thermal Structure's position on providing financial assistance to Team Members for their educational development.

This policy applies to all full-time, regular Team Members with a minimum three (3) years of continuous employment.

Prior to beginning a degree program, the Team Member must discuss with the General Manager their career plans and the relevance of the degree to current and/or future positions within the Company. Prior to course registration, the Team Member must then complete and sign the Tuition Reimbursement Contract. The Team Member must also complete the Tuition Reimbursement Application, and the Team Member must have their immediate supervisor and General Manager sign the form. These forms must be forwarded to the Human Resource Department for review and final approval.

All eligible Team Members applying for tuition reimbursement will be required to complete and sign the Tuition Reimbursement Contract agreeing to the obligation to reimburse HEICO for eligible tuition expenses incurred. If a Team Member is separated from the Company, voluntary or involuntary, prior to two (2) years from the date of their last reimbursement period, the Team Member will be responsible to repay 100% of the tuition reimbursement to HEICO. If the Team Member refuses to sign the Tuition Reimbursement Contract, they will not be eligible for tuition reimbursement.

Courses or programs must be offered by an approved institution—for example, an accredited school, college, university, or correspondence school. The determination of an approved institution is the responsibility of the Human Resource Department, in cooperation with other designated management. Courses or programs and all school assignments must be completed outside the Team Member's scheduled work hours. TSI does not make a commitment to provide tuition reimbursement for all courses leading to a degree. Each course must be applied for separately and is evaluated on its individual merits in accordance with this procedure. Undergraduate, graduate, and technical/engineering courses are covered by this process.

The following are ineligible for reimbursement:

- Courses that began or were completed prior to fulfilling three (3) years of continuous employment, unless a waiver is approved by the General Manager and Human Resource Department.
- Courses pursued without prior approval from the Team Member's immediate supervisor and General Manager.
- "Distance" learning fees, re-registration fees, late fees, tuition deferment fees, library, lab or application fees, and all other non-tuition related fees are ineligible for reimbursement.

TSI reimburses Team Members 100% of the cost of tuition and registration fees, not to exceed \$20,000 per degree program, and up to \$2,500 per any quarter/semester. All other costs are absorbed by the Team Member. Reimbursement is made if a Team Member successfully completes the course by

receiving no lower than a C grade for undergraduate courses or a B grade for graduate courses. If a grading system is not used, the Team Member must submit evidence of having satisfactorily completed the course. When a course has been completed, the Team Member must provide a certificate of completion or final grade and all receipts for the costs of the course to his or her immediate supervisor. The supervisor submits the receipts, grades, and a copy of the approved Tuition Reimbursement Application to Human Resources for review and payment processing. The Team Member must be active in payroll on the date that the tuition reimbursement payment is made.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-401

PERSONNEL FILE ACCESS POLICY

Effective 6/22/18

Important events in each Team Member's history with the Company will be recorded and kept in their personnel file. Performance reviews, change of status records, commendations, and disciplinary notices are examples of records maintained. To keep personnel records up to date, to ensure that the Company can contact Team Members, and to ensure that the appropriate benefits are available to Team Members, Team Members are responsible for notifying HR of changes in name, address, telephone number, number of dependents, or other applicable information. Changes in contact information such as address, telephone number, etc., must be reported to Human Resources within five (5) days of the change.

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to the individual Team Member and those with proper authorization or pursuant to legal process. Personnel files are the property of the Company and may not be removed from the Human Resources area.

The Company does not release any directories or other listings of Team Members, their addresses, telephone numbers, or any personal information to any outside sources. All inquiries concerning Team Members from outside sources, including requests for references, should be directed to the Human Resources Manager. No information should be given regarding any Team Member by any other Team Member or manager to an outside source. The Company's policy as to references for Team Members who have left the Company is to disclose only the dates of employment and the title of the last position held. If a Team Member has authorized disclosure in writing, the Company will also provide information on the amount of salary or wage last earned. Team Members who violate this policy may be subject to disciplinary action, up to and including termination.

Team Members may review their personnel file, in the presence of the Human Resources staff, after giving three (3) days' notice of their request. Within thirty (30) days of a Team Member's written request, or the written request of the Team Member's designated representative, the Company will either make personnel records available to the Team Member for his or her inspection or provide a copy of the Team Member's personnel records to the Team Member or the Team Member's designated representative. The Team Member shall be responsible for the cost of copying the records. A manager may review a Team Member's personnel file if they have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Managers and supervisors with a specific need-to-know may review a specific document within the personnel file of one of their subordinates; however, they may not 'explore' the file. There must be a specific item (disciplinary report, status change report, etc.), and there must be a specific need-to-know. A Team Member's personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Requests for data regarding a subordinate's pay rate, bonuses, commissions, allowances, or any other data related to compensation will NOT be released without the specific approval of the VP of Administration or the President.

THERMAL STRUCTURES responds to requests for relevant personnel data subpoenaed or requested by government agencies as required by law. No documents contained in a Team Member's personnel file will be released without the Team Member's consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

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HR-402

BULLETIN OR MESSAGE BOARD POLICY

Effective 6/22/18

This policy describes the process by which the Company maintains bulletin or message boards to communicate organizational information to Team Members and to post notices required by law, as well as provide guidelines for Team Member personal postings.

NOTE: This policy is governed in accordance with the Company's No Solicitation/No Distribution Policy (Policy No. 405).

AUTHORIZED ITEMS

- Company bulletin or message boards will be placed in all buildings in a location that is readily accessible to all Team Members.
- Material posted on Company bulletin boards will be limited to:
 - Information required by law concerning hiring practices, safety requirements, etc.
 - Company policies, organizational changes, job postings, unit based performance metrics, etc.
 - Information concerning Company-sponsored charitable activities and other material authorized by Human Resources.
 - Team Member recreational information, such as Company-sponsored activities.

Bulletin or message boards are not to be used for personal messages, advertisements, or any purpose other than those described above. If there is a posting that you would like to add to the bulletin boards, you must first gain approval from Human Resources.

UNAUTHORIZED ITEMS

- Material specifically prohibited from posting on bulletin boards or on Company premises includes:
 - Solicitation material of any nature from individuals, organizations, groups, or companies other than Company-sponsored charitable activities.
 - Announcements of special events shows, attractions, sales, meetings, or related efforts sponsored by private, commercial, or charitable organizations that are not Company-sponsored or approved.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-403

PERSONAL APPEARANCE AND BEHAVIOR

Effective 6/22/18

The Company is proud of our Team Members and the professional image that we present to customers and other visitors. We strive to be known as an organization where Team Members enjoy their work environment while creating extraordinary results. Also, we would like our facility to be a place where workflow occurs comfortably across the organization. We expect all Team Members to use proper hygiene and good judgment with respect to dress and appearance and to present a neat, hygienic, well-groomed appearance, and a courteous disposition.

To help meet these goals, we have adopted the following guidelines to provide a definition of acceptable attire.

Team Members and applicants who believe a reasonable accommodation to this policy should be granted based on religion, disability, or other grounds protected by applicable law should feel free to discuss the matter with their supervisor or the hiring representative. We will consider all requests for reasonable accommodation and will grant reasonable requests unless accommodation would cause an undue hardship or other business circumstances warrant denial.

OFFICE AND NON-PRODUCTION TEAM MEMBER ATTIRE

Choose business attire that communicates professionalism. Team Members should keep their workday schedule in mind when choosing their wardrobe and dress for their day. Business attire means clothing that allows Team Members to feel comfortable at work, yet appropriate for an office environment. Business attire includes, but is not limited to: slacks, cotton collared shirts, skirts, and dresses.

We ask that on regular workdays, (Monday-Thursday), Team Members NOT WEAR jeans or denim of any kind or color (unless their work will have them working on the production floor [i.e.: operations & quality personnel]). Shorts, skorts (shorts that look like a short skirt), bib overalls, halter tops, camisoles, beachwear, work-out attire, tank tops, spaghetti strap blouses/dresses, t-shirts, flip flops, sweatpants, spandex, or other flashy, ill-fitting, distracting, offensive or revealing clothes are not considered business attire and therefore are inappropriate. Sandals may be worn in the office provided they have a back strap, and the wearer fully understands that they may not enter the production floor unless they are wearing closed-toed shoes.

To present a positive, professional image, exposed body piercing jewelry may only be worn on the ear(s) and should not pose a safety risk or be offensive. No other areas of the body should be visible with body piercing jewelry.

Exposed tattoos or other body art must be appropriate in content (E.g.: void of: foul language, gang/club affiliations, graphic, obscene, or offensive images) and in keeping with a professional image.

All Team Members must keep in mind that while on the production floor, for safety reasons closed-toe shoes must be worn and that exposed legs and/or midriffs are not permitted.

BUSINESS CASUAL FRIDAYS

Business casual attire includes, but is not limited to: jeans, khakis, polo shirts, golf shirts, skirts, dresses, capri pants, colored t-shirts, sweaters, loafers, and dress sandals.

We ask that you NOT WEAR shorts, skorts (shorts that look like a short skirt), bib overalls, halter tops, camisoles, beachwear, work-out attire, tank tops, spaghetti strap blouses/dresses, t-shirts containing inappropriate graphics or wording, flip flops, slippers, sweatpants, spandex or other flashy, ill-fitting, distracting, offensive, or revealing clothes.

PRODUCTION TEAM MEMBER ATTIRE (PRODUCTION AREAS)

Any Team Member who performs any work assignments in Production areas is allowed to wear jeans and t-shirts on any workday and must wear closed-toed shoes. Keep in mind that clothing should not contain offensive slogans or pictures. Clothing, to include jewelry and hair, should not be loose or dangle in such a way that it creates a safety hazard. Clothing specifically prohibited includes: shorts, skorts, cutoffs, ¾ length pants, tank tops and sleeveless (muscle) shirts, open midriiffs, low-cut or see-through blouses, clothing which while worn exposes the wearers undergarments, mini dresses, or dress which expose the legs.

Office Team Members should consider having a closed-toed pair of shoes on hand for those times when they are working in Production areas, as open-toed shoes are not permitted on the production floor.

BEHAVIOR

Team Members are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, practical jokes, gestures, sexually related conversations or text messages, inappropriate touching of another Team Member (such as kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Team Members who fail to observe these standards will be subject to disciplinary action, up to and including termination.

ENFORCEMENT

These guidelines have been designed to assist Team Members in making appropriate professional choices regarding work attire. Managers and supervisors are responsible for ultimately interpreting and enforcing dress and grooming standards in their areas of responsibility. Violations of this policy should be reported immediately to Human Resources. Human Resources will counsel Team Members whose appearance is inappropriate or unsafe or whose hygiene is offensive and, if necessary, dismiss the Team Member from the premises to return in a manner consistent with this policy, (such time-off will generally be unpaid). Repeat offenders may receive additional disciplinary action, up to and including termination.

Questions or comments that cannot be handled to a Team Member's satisfaction by their supervisor or manager should be taken to the Human Resources Department.

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NO SOLICITATION / NO DISTRIBUTION POLICY

Effective 6/22/18

Solicitations of any type are not permitted by a Team Member on the Company's premises during those periods of the day when a Team Member is engaged in performing his or her work tasks. Anyone who does so and thereby neglects their work or interferes with the work of others will be subject to disciplinary action, up to and including termination. Solicitations are not permitted at any time on the Company premises by persons not employed by the Company.

Distributions of paper advertising materials, pamphlets, handbills, flyers, folders, or other literature by a Team Member on the Company premises is not permitted during those times when a Team Member is engaged in performing his or her tasks. Nor are they permitted by Team Members at any time in working areas. Any Team Member who violates this rule will be subject to disciplinary action, up to and including termination. Distributions, as described above, are not permitted at any time on the Company premises by persons not employed by the Company.

The only exceptions to the above rules concern certain charitable organizations which, from time to time, may be permitted with pre-approval by the Company to conduct Company-approved fundraising drives on the Company's premises. The Company's management will advise Team Members when such fundraising drives are permitted.

Violations of any of the above-described rules will subject a Team Member to disciplinary action, up to and including termination of employment.

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ATTENDANCE POLICY

Effective 6/22/18

Punctual and regular attendance is an essential responsibility of each Team Member at the Company. Absenteeism or tardiness places a burden on other Team Members who must perform work. Unscheduled absences or tardiness can adversely affect our ability to serve our customers and meet production demands. For these reasons, excessive absenteeism or tardiness will not be tolerated. The purpose of this policy is to promote the efficient operation of the Company and minimize unscheduled absences.

Team Members are expected to report to work as scheduled, on time each day and remain at their work station throughout their workday. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Hourly (non-exempt) Team Members will not be paid for any unexcused/unauthorized absences. Tardiness or absenteeism can result in inappropriate disciplinary action, up to and including termination.

SAME DAY ABSENCES

Occasionally, it is necessary to be absent from work due to illness or circumstances beyond the Team Member's control. When an unscheduled absence from work occurs, Team Members must personally notify Human Resources within one hour of the scheduled start time of their shift (951) 256-8004 (CA), (317) 279-3558 (IN) or as soon as practicable. If Human Resources is not available, Team Members should leave a detailed message on the Human Resources Absence Hotline at (951) 256-0224. It is the Team Member's responsibility to speak to Human Resources personally. Team Members must notify Human Resources with their expected return-to-work date. In the event a Team Member is absent due to a medical emergency, Human Resources should be contacted within 24 hours. In the event of an emergency which prevents the Team Member from contacting Human Resources directly, an immediate family member may do so. Team Members that are absent for three (3) or more consecutive days due to an illness, must present a doctor's release note in order to return to work.

If Team Members are required to leave work early, they must also personally contact their supervisor and obtain his or her permission. Leaving work early without authorization of their supervisor is strictly prohibited.

ABSENCE REQUESTS

Team Members should request Vacation, Bereavement, or a Leave of Absence online or by use of the time-keeping system *in advance* of the absence, which must be approved by the responsible Supervisors/Managers.

JOB ABANDONMENT

Although Team Members may be terminated at any time for failing to report to work without contacting the Company, Team Members who fail to report to work, without notifying their Human Resources, for three (3) consecutive work days/shifts may be presumed to have abandoned their position. As a result, their voluntary resignation may be processed and the Team Member may be terminated.

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HR-501

STANDARD OF CONDUCT POLICY

Effective 6/22/18

We are each responsible for performing our duties adequately and properly. Personnel policies and procedures must be followed.

Team Members are expected to establish rapport with their co-workers and should not behave in a manner that obstructs or hinders other Team Members from completing their duties. Team Members should display a positive attitude towards their job during work and while on Company business. A bad attitude creates a difficult work environment and prevents the Company from providing quality service to our customers. Team Members are also expected to make every effort to learn their job and to perform at a level satisfactory to the Company at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

Team Members are not permitted to engage in any kind of illegal activity while on duty or on the Company's property, or while off the job which reflects detrimentally on the Company's reputation. Theft of money or property from the Company, your co-workers, or customers is strictly prohibited. Team Members found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. The Company reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on the Company's property. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

Team Members who engage in contact with customers, vendors, and/or members of the public in the course of their job duties must show such persons courtesy and professionalism at all times. Rudeness, profanity, or disruptive conduct in the presence of our customers, vendors, or members of the public will not be tolerated. In addition, deliberate or careless damage to the Company's property, as well as damage to your co-workers', vendors', or customers' property, will not be tolerated. No Team Member shall misuse, or use without authorization, equipment, vehicles or other property of the Company, customers, vendors, or other Team Members of the Company.

We all have duties to perform and everyone, including supervisors, must follow directions from his or her supervisor or manager. Team Members shall not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. For example, Team Members must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation constitutes insubordination and will not be tolerated.

The Company expects all Team Members to uphold certain standards of conduct within the Company and in their dealings with customers and the general public. In order to maintain these principles, Team Members should:

- Meet commitments.
- Respond truthfully to all job-related inquiries, and be honest with their co-workers.
- Exercise common sense.
- Utilize sound judgment.
- Be imaginative in striving for improvement.
- Gain the respect of customers and fellow Team Members.
- Be accountable for their work.
- Work with their supervisor to make constructive suggestions for change.
- Strive to bring out the best in their co-workers.
- Use tact and courtesy when interacting with co-workers and others.
- Broaden their outlook -- take responsibility for their own development.
- Develop their ability to communicate, both written and verbal.
- Act, behave, and speak professionally and courteously at all times.
- Immediately report unsafe acts or conditions.
- Report observed policy or safety violations.

The purpose of these standards is to define our general conduct expectations. By keeping Team Members informed of these expectations, they will be better informed and the Company can operate in an orderly and efficient manner. We have found that most Team Members have a sense of appropriate behavior and strive to present the best conduct at all times – most Team Members don't break the rules.

Activity detrimental to the Company includes, but is not limited to: habitual tardiness and/or absenteeism, destruction of property, fighting, reporting to work under the influence of illegal drugs or alcohol, stealing, insubordination, refusing to perform an assignment, acts of intimidation, using foul or abusive language, and others. Management reserves the right to enter a Team Member into any phase of discipline, up to and including termination of employment, at any time. Note: A Team Member whose tardiness or absenteeism is authorized as FMLA leave, will not be subject to corrective action.

Improper behavior includes but is not limited to the following list of examples:

- Inefficiency, unsatisfactory performance, or lack of application or effort on the job.
 - Committing actions which adversely affect the safety of equipment or personnel.
 - Failure to record accurate hours of work.
 - Being tardy without proper notice or excuse.
 - Being absent without proper notice or excuse.
 - Leaving their job or their regular work station during working hours for any reason without authorization from their manager, except for meal periods, rest periods, and going to the restroom.
 - Reporting to work in an intoxicated condition or under the influence of illegal drugs, possession of illegal drugs on Company property, using prescription drugs in a manner not prescribed, or consuming alcohol or illegal drugs on Company property.
- (NOTE: THERMAL STRUCTURES, exercises its right as a California employer NOT to accept or honor prescriptions for cannabis/marijuana use, [CA Supr. Ct: Ross v. Ragingwire, §138130. CT App 3, C034492]. Team Members who test positive for the presence of cannabis/marijuana or THC in their system, are subject discipline, including termination, in accordance with the Company's Drug and Alcohol Policy, HR -207.)*

- Sleeping or inattention, while on the clock.
- Illegal or inappropriate behavior reflecting on the Company.
- Misrepresentation of facts in seeking employment or falsification of any Company records.
- Insubordination by act (refusal to perform a lawful service connected with a Team Member's job as required by the Team Member's manager or by management) or statement (showing disrespect verbally to one's supervisor, a manager or Company or Corporate Executive).
- Theft, no matter how small or insignificant, of any amount of money or property from the Company, Team Members, customers, or visitors.
- Making physical threats against the Company, its customers, vendors, contractors, or fellow Team Members.
- Bringing dangerous or unauthorized materials, such as explosives, firearms, weapons or other similar items, on to Company property, in to Company-owned or leased vehicles, while on Company business, or to a Company-sponsored event.
- Using profane, obscene, or abusive language in the workplace (including electronically) or while on Company business.
- Failing to cooperate in a Company investigation.
- Refusing to work mandatory overtime.
- Working unauthorized overtime.
- Provoking a fight, fighting, or gambling through Company property, such as computers and telephone equipment, during working hours or on Company property.
- Engaging in criminal conduct, whether or not related to job performance.
- Engaging in inappropriate conduct while on Company property, in a Company-owned/leased vehicle, or while on Company business.
- Being adjudicated guilty of a crime which raises any concern about continued employment or which could cause the Company negative publicity if published or disclosed.

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HR-502

CORRECTIVE ACTION AND TERMINATING EMPLOYMENT POLICY

Effective 6/22/18

To ensure that a clear and consistent mechanism exists to manage performance and the Company's standards of conduct, a step (progressive) corrective action system exists for all Team Members that includes verbal and written notices.

These notices exist to treat Team Members consistently and constructively and are used as preventative steps to circumvent termination of the employment relationship.

The steps in the corrective action process vary by the severity of the conduct violation or gap in performance. They will be administered by the Human Resources Department and leadership team to give Team Members and supervisors a mechanism to raise and address performance issues. The Company reserves the right to use any of the following in the corrective action system as warranted.

Corrective Actions may take the form of:

1. Verbal counseling (will be documented)
2. Written counseling, with or without a documented Performance Improvement Plan (PIP)
3. Suspension:
 - a. Hourly (non-exempt): with or without pay for a designated period consistent with the event causing the suspension
 - b. Salary (exempt): without pay for a full-week suspension
4. Termination of employment

RESIGNATION

Resignation is a decision freely made by a Team Member to terminate his or her working relationship with the Company. The Company requests, but does not require, that the Team Member give a written notice of resignation at least two (2) weeks prior to the last day of employment. Under the At-Will Policy, a Team Member may resign their employment at any time, for any reason, with or without notice.

TERMINATION

The Company may decide to end its working relationship with the Team Member, at any time, with or without any reason or notice. Earned, unused vacation (for hourly non-exempt) Team Members will be paid at the time of termination.

If the Team Member voluntarily resigns, final pay is due within three (3) days of the resignation. A Team Member who has given at least three (3) day's advance notice of their resignation will receive their final pay on the last day of employment.

In most cases, all Company benefits end at the time of termination of employment. Be sure to speak

with Human Resources about specific benefit termination dates.

When a Team Member resigns or is terminated, all Company property, equipment, work products, and documents, in either human or computer readable form, in your possession or for which you are responsible must be returned on or before the last day of employment.

THERMAL STRUCTURES, INC.

Team Member Handbook Policy

HR-505

NON-FRATERNIZATION POLICY

Effective 6/22/18

Due to the potential problems posed by romantic or sexual relationships between Team Members, the Company has established a strict non-fraternization policy. These problems include but are not limited to interference with the productivity of co-workers, misunderstandings, potential charges of sexual harassment, and conflicts of interest. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company respects the rights of its Team Members to conduct their personal lives as they wish; the Company also understands that Team Members may develop or currently have a consensual, romantic relationship with another Team Member, or the Company may have or will hire two Team Members that are related. Team Members are required to inform Human Resources of any relatives that work for the Company.

All Team Members, both managerial and non-managerial, are prohibited from fraternizing or becoming romantically involved with other Team Members when, in the opinion of the Company, their personal relationships may create:

1. a conflict of interest;
2. potential charges of sexual harassment;
3. disruption;
4. a negative or unprofessional work environment;
5. present a concern regarding impartiality;
6. a safety concern;
7. a security or confidentiality concern;
8. or a challenge to department or Company morale.

A. SUPERVISOR/SUBORDINATE RELATIONSHIPS

1. Managers and supervisors are specifically prohibited from fraternizing or engaging in a romantic or sexual relationship with one another or with any other Team Member of the Company.
2. If a supervisor/subordinate romantic or sexual relationship develops, the two are both responsible for immediately disclosing the existence of such relationship and reporting the nature of the relationship to Human Resources. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims. Failure to disclose such a relationship may lead to disciplinary action, up to and including termination.
3. Team Members and contract laborers may not be direct reports of a family member. If the Manager/Supervisor becomes a family member during the course of employment, they must immediately notify Human Resources so either the Manager/Supervisor or subordinate family member can be transferred to another department.

B. CO-WORKER RELATIONSHIPS

1. All Team Members must avoid romantic or sexual relationships with other Team Members that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other Team Members' productivity.
2. There is no prohibition against co-worker relationships as long as the Team Members do not work in areas which are considered sensitive (such as, but not limited to, positions in Security, Human Resources, Accounting, Payroll, Compliance, Legal, or Senior Management) or which might present security or internal control problems (e.g., if one Team Member audits, verifies, receives or is entrusted with money handled by the other Team Member with whom there is a relationship), provided that their personal relationships do not create:
 - a conflict of interest;
 - potential charges of sexual harassment;
 - disruption;
 - a negative or unprofessional work environment;
 - present a concern regarding impartiality;
 - a safety concern;
 - a security or confidentiality concern;
 - or a challenge to department or Company morale.
3. If a co-worker relationship develops, the two are both responsible to immediately report the nature of the relationship to Human Resources, so a determination can be made as to whether or not the relationship violates this policy. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims. Failure to disclose such a relationship may lead to disciplinary action, up to and including termination.
4. All Team Members are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

C. MARRIAGE, DOMESTIC PARTNERSHIPS, AND SHARED DOMICILES

1. If two Team Members marry, enter into a domestic partnership, or move into the same residence, the two Team Members must comply with the above-referenced procedures applicable to co-worker or supervisor/subordinate relationships, depending on the circumstances.
2. While in the workplace, Team Members are required to conduct themselves in an appropriate and professional manner at all times when dealing with each other and when representing the Company.
3. If situations occur in the workplace as a result of romantic or similar relationships, the Company will take appropriate action, including counseling, job transfers, and realignment of reporting relationships.
4. If severe or persistent problems occur, the Company reserves the right unilaterally to make the determination as to whether inappropriate and/or unprofessional conduct has occurred and whether or not a conflict of interest situation exists.
5. The decision to discharge remains within the absolute discretion of the Company.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-506

OFF-DUTY USE OF FACILITIES AND SOCIAL/RECREATIONAL ACTIVITIES

Effective 6/22/18

OFF-DUTY USE OF FACILITIES

Team Members are prohibited from being on Company premises or making use of Company facilities while not on duty. Team Members are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

OFF-DUTY SOCIAL AND RECREATIONAL ACTIVITIES

During the year, the Company may sponsor social or recreational activities for its Team Members. Your attendance at such social activities, however, is completely voluntary and is not required as a condition of employment. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-507

SMOKING POLICY

Effective 6/22/18

Smoking is prohibited in all Company buildings and vehicles. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where paint and flammable materials are present. As smoking in the presence of some customers and co-workers may be offensive to them, we expect that Team Members who choose to smoke will exercise good judgment as to when and where they smoke.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-508

SEATING

Effective 6/22/18

The Company provides suitable seating for Team Members when the nature of a Team Member's work reasonably permits. If you do not have seating at your work station and feel you need seating, please inform your supervisor or the Human Resources Manager.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-509

HOUSEKEEPING

Effective 6/22/18

Team Members must maintain their work areas in a neat and orderly manner. At the close of each business day, ensure that all equipment is cleaned and put away. Team Members may not litter or discard such items as cigarettes or food wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If Team Members observe conditions or equipment which are potentially dangerous, they must report them immediately to their supervisor. It is each Team Member's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-601

WORKING HOURS, TIME-REPORTING, AND OVERTIME

Effective 6/22/18

The Company establishes the time, location, and duration of working hours as required by workload and workflow, customer service needs, the efficient management of Team Members, and any applicable laws. Time worked includes all time that a Team Member is required to be physically at work for the Company. Time worked is used to determine overtime pay required for non-exempt Team Members. The following provisions are included as time worked:

- a) The normal workweek consists of forty (40) hours per week as scheduled by management of the Company.
- b) Required Team Member attendance at work-related lectures, meetings, and training programs will be considered hours of work, and therefore will be compensated time.
- c) Paid rest periods or breaks as required by state or federal law.

The Company's workweek starts on Sunday at 12:00 a.m. midnight and runs through Saturday at 11:59 p.m. Team Members' scheduled working hours are determined by the General Manager and their subordinate managers/supervisors. (California: Two alternative work-weeks have been approved and are on-file with the State of California, Department of Industrial Relations. Production Team Members 4 days, 10 hours/per day at regular rate; Office hourly, shipping & drivers 4 days, 8.5 hours/day, plus 1 day at 6 hours.)

A Team Member's particular work schedule will depend upon the job and the department to which the Team Member is assigned. Team Members should contact their supervisor and/or manager if they have any questions or need an explanation regarding their schedule or when they should be at their workstation ready to work.

A Team Member's supervisor will inform the Team Member of the hours the Team Member is to work. Due to changing needs of our customers, a Team Member's actual work schedule may vary from time to time. If it does, the Team Member will be notified by the Team Member's supervisor. Management retains the right to reassign Team Members to a different shift where it is necessary for the efficient operation of the Company.

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. Team Members are required to attend all Company meetings involving their department or which they have been asked to attend, unless excused by their supervisor.

Office hours for salaried (exempt) Team Members are established by the responsible General Manager and Human Resources. Office hours (hours required to physically be at the Company) may begin at the same time each day, but additional time may be needed at the end of the day to complete the work.

When the workload requires hours beyond the scheduled office hours, all Team Members are expected to cooperate.

OVERTIME

The Company may periodically schedule overtime or weekend work in order to meet production needs. All Team Members scheduled to work overtime are expected to be at work. Hourly (non-exempt) Team Members are permitted to work overtime only with prior authorization from their supervisor.

- a) Team Members may receive disciplinary action, up to and including termination, for working unauthorized overtime.
- b) Team Members may receive disciplinary action, up to and including termination, for failing to report for mandatory overtime. Managers/Supervisors will give as much notice as practical in advance of mandatory overtime, however, advance notice may not always be possible.
- c) Paid or unpaid time off such as holidays, vacation, sick leave, bereavement, jury duty, and all other leaves of absence do not count as 'hours worked' for purposes of calculating a Team Member's entitlement to overtime pay.

For hourly (non-exempt) Team Members, overtime pay is paid at the rate of one and one-half times the Team Member's regular pay rate, and double-time is paid at twice the regular pay rate for hours worked in accordance with appropriate California Industrial Wage Orders. Salaried (exempt) Team Members are not eligible for overtime or double-time pay.

REPORTING TIME

- A. If an hourly (non-exempt) Team Member is required to report to work and does report, but is not put to work or is furnished less than half of the Team Member's scheduled workday, the Team Member will be paid for half the scheduled workday, but in no event less than two (2) hours nor more than four (4) hours at the Team Members regular rate of pay (CA-IWO-1).
- B. If an hourly (non-exempt) Team Member is required to report to work a second time in any one (1) workday and if furnished less than two (2) hours of work on the second reporting, the Team Member will be paid for two (2) hours at the Team Member's regular rate of pay.

Reporting Time provisions A & B are not applicable when:

- 1. Operations cannot commence or continue due to threats to Team Members or property; or when recommended by civil authorities; or
- 2. Public utilities fail to supply electricity, water, or gas, or there is failure in the public utilities, or sewer system; or
- 3. The interruption of work is caused by an Act of God or other cause not within the Company's control.

In these exceptions, hourly (non-exempt) Team Members will only be paid for hours worked.

Salaried (exempt) Team Members are not subject to reporting time requirements or reporting time pay.

MEAL PERIODS

Meal periods are generally unpaid and not considered as hours worked for the calculation of overtime. Except for certain salaried exempt Team Members, it is our policy to provide and afford all Team Members who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute

meal period free from all duty to begin no later than the end of the 5th hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work, should a Team Member work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Human Resources Manager, Team Members must record the beginning and ending time of their meal period in the timekeeping system every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. The Company schedules all work assignments with the expectation that all Team Members will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any Team Member perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the Human Resources Manager. The Company strictly prohibits retaliation against any Team Member who reports violations of the Company's meal and rest period policies.

Waiver of Meal Period. You may waive your meal period only under the following circumstances: If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your supervisor. If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day. You may not waive your meal periods to shorten your work day.

On-Duty Meal Period. In limited situations, certain designated Team Members may be authorized to work an "on-duty meal period" when the nature of the Team Member's duties prevent the Team Member from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the Company have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

The Company pays one-hour of premium pay at your regular rate of pay for each day during which you are required by the Company to work during one or more meal periods or if the Company has not otherwise provided you with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where a Team Member has a lawful on-duty meal period, or if a Team Member personally chooses to deviate from the Company's schedules or policies providing meal periods as required by law.

REST PERIODS

The Company provides all Team Members with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours – continue under the above schedule	

The Company generally will not authorize a rest period for Team Members whose total daily work time is less than three and one-half (3 ½) hours. The Company may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or the Company’s timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by a Team Member without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

The Company pays one-hour of premium pay at your regular rate of pay for each day during which you are required by the Company to work during one or more rest periods or when you are not otherwise provided an opportunity by the Company to take one or more rest periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The Company strictly prohibits retaliation against any Team Member who reports violations of the Company’s rest period policy. The one-hour premium will not apply in situations where a Team Member personally chooses not to take a rest period or to deviate from the Company’s schedules or policies providing rest breaks as required by law.

Meal and rest periods are scheduled by the Company. Team Members who leave the Company premises during break periods are required to clock out and back in upon their return from break periods. (Clocking out advises the Company that you are not on the premises in the event of an emergency. Break time will still be paid.) All hourly Team Members are required to physically leave their work area or desk/cubicle during their break periods to insure there is no work performed during break periods.

RECOVERY PERIODS FOR TEAM MEMBERS

The Company provides all Team Members working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Team Members are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, you are not required to record your cool-down periods on your timecards or the Company’s timekeeping system.

It is our policy to relieve Team Members of all duty during cool-down periods. As such, no supervisor is authorized or allowed to instruct you to waive or skip a cool-down period, and cool-down periods

cannot be used to shorten the workday. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Human Resources Manager.

The Company pays one-hour of premium pay at your regular rate of pay for each day when a Team Member is required by the Company to work during one or more recovery periods or if the Company has not otherwise provided a Team Member with an opportunity to take one or more recovery periods on a work day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where a Team Member personally chooses not to take a discretionary recovery period or to deviate from the Company's schedules or policies providing discretionary recovery periods as required by law.

BREAK TIME FOR NURSING MOTHERS

The Company will provide a reasonable amount of break time to accommodate a female Team Member's need to express breast milk for the Team Member's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt Team Members should clock out for additional lactation breaks that do not run concurrently with normally scheduled rest periods. Such additional breaks will be unpaid. The Company will also make a reasonable effort to provide the Team Member with the use of a room or other location in close proximity to the Team Member's work area, for the Team Member to express milk in private.

Team Members should notify their immediate supervisor or the Human Resources Manager to request time to express breast milk under this policy. The Company does, however, reserve the right to deny a Team Member's request for a lactation break if the additional break time will seriously disrupt operations. Managers should notify the Human Resources Department when a request is made so that arrangements can be made.

TIMEKEEPING

Accurately reporting time worked is the responsibility of every Team Member. The Company must keep an accurate record of time worked in order to ensure that Team Members are paid for all hours work as required by the wage and hour laws.

Unless otherwise notified, Team Members are required to accurately record their hours of work through the use of the electronic timekeeping system and biometric finger scan. Hourly (non-exempt) Team Members must accurately record the time they begin and end their work shift, as well as the beginning and ending time of each meal period if they leave the worksite. They must also record the beginning and ending time of any split shift or departure from work for personal reasons. It is the Team Member's responsibility to clock in and out on the Company's timekeeping system to accurately record the hours worked. Supervisors will review your times clocked in and out for accuracy on a weekly basis.

Working "off the clock" is strictly prohibited. If any manager or supervisor directs a Team Member to, or suggests that a Team Member should, perform work while not "on the clock," he or she must notify the Human Resources Manager immediately. Similarly, non-exempt Team Members are not permitted to perform work after hours or from home without specific direction from their supervisor, and in the event such work is authorized, all time spent working must be reported on the Team Member's time record.

Team Members' obligation to accurately record all hours worked does not relieve Team Members of their obligation to obtain advance approval from their supervisor before working overtime or hours beyond your regular work schedule. Team Members who work beyond their regularly scheduled work

hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Team Members will be informed on their first day on the job whether they are required to keep your time by a time clock, a time sheet, or some other method. Whatever method of timekeeping, Team Members are expected to follow the established procedures in keeping an accurate record of their hours worked. Under no circumstances may any Team Member punch or record another Team Member's time card.

Changes or corrections to the recorded times must be made through the on-line timekeeping system, on the Missing Punch Report, or on-line. These changes or corrections must be initialed by the Team Member and signed by their supervisor. In the event of an error in reporting time, Team Members must immediately report the problem to their supervisor. Payroll must receive all corrections no later than 7:00am on the Monday following the workweek to include the corrections in that week's payroll. Late corrections will not be included the following payroll week. Missing Punch Report forms can be obtained from the Payroll office.

Payroll will be calculated based on hours recorded in the time clock system. Team Members who consistently miss time clock entries will be subject to disciplinary action, up to and including termination.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-602

INFORMATION SYSTEMS, INTERNET, ELECTRONIC DEVICES & PRIVACY

Effective 6/22/18

THERMAL STRUCTURES has committed substantial resources to upgrade and maintain computer technology to current industry standards. This new technology has allowed our Team Members to facilitate business transactions with items such as e-mail, hand-held devices and through Internet access. However, with this opportunity comes the challenge of managing this new technology.

THERMAL STRUCTURES will share any evidence of potential criminal activity it identifies on its Information Systems with law enforcement. Team Members should be advised that any data transmitted or received through the Company's Information Systems may be retrievable, regardless of whether or not the data was 'deleted.' There is NO expectation of privacy when using the Company's Information Systems.

INFORMATION SYSTEMS & COMPANY EQUIPMENT

Company Computer Systems

This policy governs the use of all Company-owned computers, databases, and personal computers used for Company business, email and voice mail systems, and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company computer systems." Personal computers used for Company business include laptops, tablets, or home computers that are connected with the Company's network on a regular or intermittent basis.

The Company invests in computer systems to facilitate the business of the Company. These tools are intended to assist Team Members with the execution of their job duties and shall not be abused. Team Members should not use or access the Company's computer systems in any manner that is contrary to this policy.

All Company computer systems are the Company's property. All information that is temporarily or permanently stored, transmitted, or received with the aid of the Company's computer systems remains the sole and exclusive property of the Company. As such, Team Members experience and should have NO expectation of privacy in connection with their access and use of such equipment and systems.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company computer systems, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company computer systems may not be used in any manner that violates this policy. All software that has been installed on Company computers (including hand-held devices) and personal computers used for Company business is Company property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently

collected, downloaded, uploaded copied and/or created on Company computers, and all data temporarily or permanently collected, downloaded, uploaded, copied and/or created on personal computers used for Company business that related in any manner to the Company's business are the exclusive property of the Company and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Company. Team Members should be aware that some data may be governed under the Foreign Trade Regulations of the United States (International Trade in Arms Regulations and Export Administration Regulations), the violation of which carry severe criminal and civil penalties.

Upon termination of employment, a Team Member shall not remove any software, documents, or data from Company computer systems and shall completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating Team Member shall provide proof that such data has been removed from all personal computers used for Company business.

Copiers, Fax Machines, and Scanners

The Company's copiers, fax machines and/or scanners are to be used exclusively for business-related activities. Any non-business use of these devices must be approved by management. Team Members are prohibited from using these machines for the purpose of scanning, transmitting, receiving, or copying materials which may be deemed offensive or insulting or in violation of the Company's policy against unlawful harassment. Any Team Member who receives such material via fax transmission, the mail, email, or from any other source, should report the transmission immediately to Human Resources.

As many of these devices retain temporary and permanent records of the documents they produce, Team Members experience and should have NO expectation of privacy in connection with their use of these devices.

Email, Instant Messaging, and Voice-mail

E-mail, Instant Messaging, and voice-mail systems are for Company business use only. Team Members experience and should have NO expectation of privacy in connection with their use of Company voice-mail, Instant Messaging and e-mail systems.

Email has become an extremely important and efficient means of communication. However, the abuse of email systems, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use the Company's computer systems to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive

or undesired outside email, you should delete unfamiliar or suspicious email from outside the Company without opening it.

COMPUTERS & INTERNET

Use of the internet is strictly governed by all Company policies and practices, including the Anti-Harassment Policy. Under no circumstances are sexually oriented, pornographic, or harassing materials to be sent, viewed or received using Company equipment or facilities at any time. The display of any kind of sexually explicit image or document on any Company system is a violation of the Company's policy on sexual harassment. In addition, sexually explicit or inappropriate material may not be archived, downloaded, forwarded, stored, distributed, edited, or recorded using our network or computing resources. Please see the Human Resources Department if you have any questions regarding any policies or practices.

Security and Confidentiality

Internet users must maintain the security and confidentiality of Company and personal information of its Team Members. Unauthorized disclosure of or access to the Company's proprietary, confidential, financial, and strategic information is strictly prohibited.

Internet users will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network. Downloading software over the network is prohibited without written permission from the department manager. The IS department will provide a safe method for downloading software that will also honor licensing agreements and fees, where applicable. IS should be contacted prior to any download arrangements.

Because outside storage devices may compromise the Company's computer systems, Team Members are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from the IT Manager, and (2) scanning the data for viruses. Any Team Member who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

Team members are not permitted to install any hardware or software on any device connected to the Company's computers or networks without the express written permission of the IS management. All software (or files) must be scanned for computer viruses by an authorized method before being used at work or being installed on the Company's computers or networks. The intentional introduction of a computer virus, Trojan horse, or other malicious codes is strictly prohibited and will result in immediate termination and potential liability.

Monitoring

The Company routinely monitors the use and pages visited by its Team Members on Company computers for compliance. Team Members do not experience, nor should they expect any privacy while using the Company's internet access. This includes access on personal electronic devices using the Company's Wi-Fi access.

Team Members should expect that all information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computer systems may be accessed by the Company at any time without prior notice. Team Members should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Team Members must provide all passwords and access codes for Company computers or personal computers used for Company business to the IS Manager. Changing passwords or creating new passwords without notifying the IS Manager is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and handheld devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

Limitation on Personal Use

Incidental and occasional personal use of the Internet is acceptable, provided the use is reasonable, and not during regular working hours. Team members may use the Company's Internet facilities for non-business research or browsing during mealtime or outside of work hours, provided they have this type of access and adhere to all Company Policies, including the Anti-Harassment Policy.

Team members are prohibited from using the Company's Internet access (including using the Company's Wi-Fi access on personal devices) to visit social media websites (Facebook, My Space, Linked In, etc.), subscribe to mailing lists, gain access to other "member only" web sites, stream internet broadcasts (Pandora, Internet Radio, Sporting Events, etc.), torrent download sites, or order merchandise without the approval of their General Manager.

Team Members should recognize that Internet access is specifically provided to facilitate a job-related communication.

Legal Issues

Internet users are prohibited from transmitting any material or using the Internet in violation of any federal or state law. This includes but is not limited to copyright infringement, discrimination, harassment, negative statements regarding other companies or customers, or the communication of unlawful materials. Team members should assume that all communications and information accessible via the Internet are copyrighted. Plagiarism is prohibited.

The Company's Internet facilities and computing resources must not be used knowingly to violate laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any Company resources for illegal activity is grounds for immediate dismissal, and the Company will report to and cooperate with any legitimate law enforcement activity.

Privacy

The Company has software and systems in place that can monitor and record all Internet usage. Team members should be aware that our security systems are capable of recording (for each and every user) each World Wide Web site, each chat, newsgroup or e-mail message, and each file transferred into and out of our Internal networks, and the Company reserves the right to do so at any time. Any transmission of Company files must have express written permission from the department manager. Any violation of

this policy is strictly prohibited. Again, no team member has an expectation of privacy in his or her Internet usage.

The Company routinely accesses, screens, and reviews Team Members' Internet use to determine whether team members are violating any applicable policies. The IS department will review Internet activity and analyze usage patterns, and may choose to publicize this data to assure that Company Internet resources are devoted to maintaining the highest levels of productivity. In addition, the Company reserves the right to inspect all files stored on any Company equipment in order to assure compliance with this policy. Such inspection includes materials sent over and received from the Internet. Team members have no ownership or privacy expectations regarding such data.

Prohibited Use Under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of the Company's computer systems and Information Systems. Team Members are expected to use their best judgment and common sense at all times when accessing or using the Company's computer systems. The following conduct, however, is strictly prohibited:

- Team Members may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Team Members may not use the Company's computer systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, Team Members may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Team Members are also prohibited from communicating threatening or harassing statements to another Team Member, or to a vendor, customer, or other outside party.
- Team Members may not use the Company's Information Systems to harass, threaten, or intimidate.
- Team Members are prohibited from altering, transmitting, copying, downloading, or removing any proprietary, confidential, trade secret, or other information of the Company, or the Company's customers or vendors. In addition, Team Members may not alter, transmit, copy, or download proprietary software, databases, and other electronic files without proper and legally binding authorization.
- Team Members should not download, transmit, or retrieve messages from multi-network gateways, real-time data, and conversation programs including, but not limited to, instant messaging services (E.g.: AOL Instant Messenger, Yahoo Messenger, Google Chat, etc.), or internet chat rooms and bulletin boards, unless for business purposes and only if approved by the IS Manager.
- Team Members are prohibited from sharing their computer user passwords, except with IS.
- Team Members are prohibited from allowing unauthorized users access to the Company's computer systems or information System.
- Team Members are prohibited from sharing the Company's WiFi access codes with unauthorized users.
- Team Members are strictly prohibited from using the Company's computer systems in any manner that violates the federal Anti-SPAM law.

- Team Members may not use the Company's computer systems in any manner that violates the Company's Standards of Conduct.
- Team Members may not use the Company's computer systems in any manner that violates the Company's Confidential Material and/or Trade Secrets Policy.
- Team Members must honor and comply with all laws applicable to trademarks, copyrights, patents, and licenses to software and other electronically available information. Team Members may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through the Company's computer systems or Information System without prior IS approval.
- Team Members may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games through the Company's computer systems or Information System.
- Team Members may not engage in day trading, or otherwise purchase or sell stocks, bonds, or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through the Company's computers systems. However, Team Members may visit and make transactions in the company-sponsored 401(k) accounts.

Prohibited Use During Working Time

The following conduct is prohibited during a Team Member's working time, which excludes time spent on a Team Member's meal or rest break, or before or after a Team Member's shift:

- Team Members may not solicit personal business opportunities, conduct personal advertising or solicit outside employment opportunities from the Company's computer systems or Information System.
- Team Members may not access Company computer systems for any purpose which does not advance the employer's legitimate business interests.
- Team Members may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms, and message boards, unless such activity is necessary for business purposes.

VIOLATIONS

Any violation of this policy may be grounds for disciplinary action, up to and including termination. Team Members who damage the Company's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Team Members who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing message or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages. Team Members are expected to report any misuse of the Internet, or attempted infiltration by outsiders into the systems, to either the Human Resources Department or the IS Department.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-603

BLOGGING, TEXTING, SOCIAL MEDIA, AND SOCIAL NETWORKING POLICY

Effective 6/22/18

The Company recognizes that Team Members may engage in “blogging”, “texting” or use other forms of social media or “social networking” while off duty. This policy governs Team Member use of text messaging and social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, Snapchat, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all Team Members to use social media. However, because communications by Company Team Members on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure Team Members understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of Team Members to discuss or share information related to their wages, hours, or other terms and conditions of employment. Team Members have the right to engage in or refrain from such activities.

“Blogging,” for purposes of this policy, means posting information on the Team Member’s own, or on someone else’s, Web log, journal or diary on the Internet. “Blogging” also includes any other form of posting information on the Internet, such as postings on a personal Web site, wiki, newsgroup, bulletin board, video weblog, social web applications, or in a chat room. “Texting” includes multi-media messaging via personal or Company-supplied cellular phone, personal digital assistant (PDA) or other electronic resource or device. Social media and “social networking” include the usage of Web 2.0 technologies such as blogging, microblogging (Twitter, Plurk), photosharing (Flickr, Twitpic), video sharing (YouTube, Vimeo), lifecasting (blogtv, quk), networking (LinkedIn, Plaxo, Facebook, MySpace), and countless others. *The foregoing list is meant to be illustrative rather than exhaustive and the absence of, or lack of explicit reference to a specific channel or site does not limit the extent of application of this policy.*

Team Members who engage in blogging, texting, social media, or social networking should be mindful that their messaging or postings, even if done off premises and while off-duty, could have an adverse effect on the Company’s legitimate business interests. For example, the information posted could be the Company’s trade secret or confidential business information. In addition, some readers may view the Team Member as a *de facto* spokesperson for the Company.

To reduce the likelihood that the Team Member’s personal blogging, texting or social networking will have an adverse effect on the Company, we ask that they observe the following:

- Unless specifically authorized by the Company to do so as part of a Team Member’s position, Team Members are not permitted to blog or use other forms of social media or technology during working time.

- Team Members are not permitted to use Company-owned equipment, including Company computer systems, Company-licensed software, or other electronic equipment, nor facilities nor Company time, to conduct personal blogging or social networking activities. Although the Company's policies regarding the use of information technology and equipment may permit Team Members to use the Internet and electronic resources for incidental and occasional personal use, blogging and social networking is specifically prohibited. In addition, Team Members may not use the Company's facilities to develop, design, or maintain their personal blogs, and are prohibited from linking their blog to the Company's website.
- Except as permitted by law, no Team Member may post or display by blogging, texting, or other posting on the Internet, whether during the work day and in the office or elsewhere at any other time, comments or content that are:
 - Comments about other Team Members, supervisors, customers, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, or harassment on account of any protected category, class, status, act, or characteristic.
 - Indicative of a lack of professionalism as a Team Member of the Company.
 - Invasive of a co-worker's privacy.
 - An intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any Team Member concern involving wages, hours, or other terms and conditions of employment.

Team Member's use of blogs, texts, social media, and social networking must comply with all applicable policies in the Company's Team Member Handbook & Policy Manual and the HEICO Code of Business Conduct, including but not limited to the Company's policies: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

If a Team Member's blogging, texting, social media, or social networking includes any information related to the Company, please do the following:

- Make it clear to the readers that the views expressed are theirs alone and that they do not reflect the views of the Company.
- Do not defame or otherwise disparage the products or services of the Company, its Team Members, partners, affiliates, customers, vendors, or competitors. In addition, customers should not be cited or identified without their approval.
- Do not use the Company's logo, trademark, other intellectual property, or proprietary graphics, or any copyrighted materials.
- Do not disclose any confidential or other proprietary information of the Company, or that of any other person or company.
- Do not post a photo containing any Company property.

- Do not post any photos of Team Members at work or at any Company sponsored event.
- Do not post a photo of a vendor, supplier, or customer without that individual's express permission.
- Do not engage in activities that involve the use of social media that violate other established Company policies and procedures.
- Do not, unless authorized and approved by the Company, disclose or publish any promotional content about the Company or its products.
- Do not use or disclose the Company's trade secrets or proprietary and confidential information related to products, production processes, designs, or use or disclose documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property, or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to wages, hours and working conditions.
- Do not use or disclose customer's, vendor's, partner's, or supplier's trade secrets or confidential information related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property, or business use only.

This policy applies even if the Team Member blogging is anonymous or under a pseudonym. No Team Member has a reasonable expectation of privacy in any blog or social networking or media site that is accessible to the public.

The Company may request in its sole and absolute discretion that Team Members temporarily confine their blogging or social networking to matters unrelated to the Company if it determines this is necessary or advisable to ensure compliance with securities regulations or other laws.

Team Members should know that the Company has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Team Members should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

If you need clarification of any aspect of this policy, contact the Human Resources Department or the Information Technology Department. Failure to comply with this policy may result in disciplinary action, up to and including immediate termination.

Social media account ownership: To the extent a Team Member is authorized as part of his or her job duties to use social media account(s) to advance the Company's interests, the Company, not the Team Member, owns the account(s) and Team Members are required to return all logins and passwords for such accounts at the end of employment.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-604

COMMUNICATION TO MEDIA POLICY

Effective 6/22/18

APPROPRIATE COMMUNICATION

Only THERMAL STRUCTURES' President, Vice President, and/or Investor Relations Department Team Members authorized to speak to the media, analysts, or in public gatherings on behalf of the Company or to speak/write in the name of the Company to any media, newsgroup, or chat room. All media requests should be directed to them.

Other Team Members may not participate in newsgroups or chat rooms in the course of business. Where an individual participant is identified as a Team Member or agent of the Company, the Team Member must refrain from any unauthorized political advocacy and must refrain from the unauthorized service. Only those Team Members who are authorized in writing to speak to the media, to analysts, or in public gatherings on behalf of the Company may grant such authority to newsgroup or chat room participants.

Team Members are prohibited from sending anonymous messages or using aliases on the Internet. All messages sent from a Company address must comply with all Company policies. Team Members must identify themselves at all times with their Company assigned user id. Any variation or alteration of user names via another source is prohibited.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-605

VISITOR POLICY

Effective 6/22/18

THERMAL STRUCTURES restricts access our facilities to only those individuals who are specifically authorized to enter. This policy establishes who may enter the THERMAL STRUCTURES facilities and under what circumstances and restrictions.

DEFINITION:

Visitor – A visitor is ANY person who is not a current, active Team Member of THERMAL STRUCTURES, Inc., or a temporary laborer assigned to THERMAL STRUCTURES who has been inducted by their THERMAL STRUCTURES' supervisor.

SCOPE: This policy applies to all visitors and Team Members.

POLICY:

1. All visitors are required to check-in at the reception desk located in Building 1.
2. All visitors are required to sign the visitors log at the reception desk and to surrender all recording devices to the receptionist.
3. All Non-U.S. / foreign visitors are restricted to the reception area, restrooms, and forward-most conference rooms only, unless cleared as described below.
4. No visitor under the age of 18 is permitted on the production floor at any time.
5. Visitors who have been granted access to the production floor, must be compliant with all safety rules, including, but not limited to, rules regarding PPE and acceptable attire and footwear.
6. All visitors who MAY be given a plant tour or who may receive any proprietary information in any form, MUST sign a Non-Disclosure Form, available at the reception desk.

SPECIFIC RULES FOR NON-US / FOREIGN VISITORS:

1. All Non-US / Foreign Visitors must sign in on the "Foreign Visitors Log." All areas of the log must be completed with no blanks.
2. Non-US / Foreign Visitors are not permitted beyond the reception area, restrooms, and forward-most conference room, unless they have been cleared through the BIS Visual Compliance System.
 - a. The Vice President, Export Compliance Administrator, and Receptionist all have access to process a Non-US / Foreign Visitor through the Visual Compliance System.
 - b. If advance notice of a Non-US / Foreign visitor is given, the Team Member being visited should collect the required information (Full Name, Company and Address) of the Non-US / Foreign visitor and have them cleared as far in advance of their visit as possible.
3. Non-US / Foreign Visitors are not permitted to view any military related products, materials, drawings, contracts, or other items, unless a LICENSE has been issued by the DDTC authorizing the deemed export.

- a. Licenses must requested through the proper federal authorities and may take months to receive.

PRODUCTION FLOOR TOURS

1. All visits or tours of the production floor must be arranged and approved in advance by the General Manager responsible for the area being visited.
2. The visitor(s) must be under escort at all times by a member of management while on the production floor.
3. Visitors must comply with the all safety rules while on the tour.
4. At no time are any recording devices permitted.
5. Raw material vendors must be escorted by the General Manager or President as competitive concerns are present.
6. Customers, who are also vendors, must be escorted by the General Manager or President.
7. Family members, friends or acquaintances of Team Members are not permitted on the production floor at any time.
8. Service vendors are only permitted in the area specific to their work, (welder repair, contracted staffing agency representative, vending machine technicians, etc.), and must be under escort unless they have been issued an access badge after having been cleared through Visual Compliance and with the President, General Manager or HR.

PERSONAL VISITS

Personal visits by friends or relatives during work hours can be disruptive to our operations and are prohibited. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-Team Members are strictly forbidden from entering unauthorized areas.

ENFORCEMENT

All Team Members are expected to comply with this policy. Disciplinary action, up to and including termination, may result from failure to follow this policy.

Team Members who encounter an unescorted visitor should inquire of the visitor who they are and who they are here to visit. They should then escort the visitor to the reception desk until the person they are here to visit can be located. Any time and unescorted visitor is encountered, the event should be immediately reported to the responsible General Manager and Export Compliance Administrator via E-mail, so appropriate action can be taken.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-606

CELLULAR PHONES, SMART PHONES, TABLETS, AND OTHER HANDHELD ELETRONIC DEVICES

Effective 6/22/18

Excessive use of personal cellular phones, smart phones, tablets, and other handheld electronic devices (“handheld devices”) during the workday can interfere with Team Member productivity and be distracting to others. Team Members are, therefore, prohibited from using handheld devices for personal purposes during working hours except in an emergency. Team Members should ensure that friends and family members are aware of the Company’s policy.

Team Members may not use a handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of handheld devices brought into the workplace.

PERSONAL USE OF COMPANY-PROVIDED HANDHELD DEVICES

Where job or business needs demand immediate access to a Team Member, the Company may issue a business-owned handheld device to a Team Member for work-related communications. These handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from a Team Member’s paycheck any charges incurred for a Team Member’s personal or unauthorized use of the handheld devices.

RECORDING DEVICES

Team Members are prohibited from taking photographs or making audio or video recordings of our customers at any time. Team Members are prohibited from taking photographs or copying for their own use confidential business documents not related to Team Member wages or working conditions at any time. These prohibitions include the use of handheld devices equipped with cameras and audio and video recording capabilities. Team Members who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

SAFETY ISSUES FOR HANDHELD DEVICES

Team Members are required to refrain from using handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or emails while driving. Regardless of the circumstances, including slow or stopped traffic, you are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are Team Members allowed to place themselves or anyone else at risk to communicate via handheld devices.

Team Members who are charged with traffic violations resulting from the use of handheld devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Team Members who violate this policy will be subject to disciplinary action, up to and including termination.

REIMBURSEMENT

Unless expressly authorized by the Company, using a personal cellular phone for work is not a necessary part of the job. The Company may provide cellular phones for Team Members who are required to use cellular phones for business. If you feel that your job duties require use of a cellular phone, please seek authorization from a supervisor prior to using your personal cellular phone for work. To the extent possible, Team Members should conduct Company business by using a Company-provided land line rather than by their personal cellular phones.

The Company reimburses Team Members for business expenses reasonably incurred in performing their duties, including Team Members' mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than what the Company is offering, please contact Human Resources.

Reimbursement for any expense, including cellular phones, will only be made upon the Team Member's timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the Team Member's responsibility to seek reimbursement for business expenses during employment with and upon separation from the Company, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-607

PERSONAL MAIL AND TELEPHONE CALLS

Effective 6/22/18

PERSONAL MAIL

All mail which is delivered to the Company is presumed to be related to our business. Mail or packages sent to you at the Company will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

Company postage meters and letterhead may not be used for personal correspondence.

PERSONAL TELEPHONE CALLS

The Company has a limited number of telephone lines, and it is essential that we keep those lines open for business calls. Therefore, we ask our Team Members to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long distance calls. Under no circumstances are you permitted to use Company telephones to call "900" lines or similar pay-per call services. Team Members will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-608

COMPANY KEYS/ENTRY CARDS

Effective 6/22/18

Each Team Member to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to Human Resources upon separation from the Company. Team Members who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-609

COMPANY VEHICLES AND PARKING

Effective 6/22/18

COMPANY VEHICLES

Only authorized Team Members may operate Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular Team Member, that Team Member must report the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct business or provide transportation for a customer or fellow Team Member. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Company immediately of any change in the status of your driving record. Any Team Member whose duties include the operation of Company or customer vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any Team Member whose duties include the operation of Company or customer vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If you receive a traffic citation while operating a Company or customer vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company or customer vehicle, you are required to call 911 and report the accident. You must also report the accident to Human Resources immediately.

MILEAGE REIMBURSEMENT

Team Members, who do not receive a monthly vehicle allowance, who must use their personal car for Company business will be reimbursed at 40 cents per mile. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs.

PARKING

So that we will have sufficient and convenient parking for our customers, we require all of our Team Members to park their vehicles in the area designated for Team Member parking. If Team Members have any questions as to where they should park their vehicle, please ask their supervisor.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-610

EXIT INTERVIEW

Effective 6/22/18

Any Team Member leaving the Company may be required to attend an exit interview conducted by the Team Member's supervisor or Human Resources Manager. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Company property, or other matters related to the termination.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-701

POLICY AGAINST HUMAN TRAFFICKING

Effective 6/22/18

THERMAL STRUCTURES, Inc., as well as its subsidiaries, (“TSI”) has a zero-tolerance policy prohibiting trafficking in persons. This includes, but is not limited to, the following trafficking-related activities:

- Engaging in any form of trafficking in persons in the performance of any work;
- Procuring commercial sex acts in the performance of any work;
- Using forced labor in the performance of any work;
- Destroying, concealing, confiscating, or otherwise denying access by a Team Member to the Team Member’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
- Using misleading or fraudulent practices during the recruitment of candidates/Team Members or offering of employment;
- Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charging applicants/candidates/Team Members recruitment fees;
- Failing to provide return transportation or pay for the cost of return transportation upon the end of employment, for a Team Member who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States), unless the Team Member is legally permitted to remain in the country of employment and chooses to do so, or if an appropriate agency has exempted this requirement;
- Failing to provide return transportation or pay for the cost of return transportation upon the end of employment, for a Team Member who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the Team Member (for portions of contracts performed inside the United States), unless the Team Member is legally permitted to remain in the country of employment and chooses to do so, or if an appropriate agency has exempted this requirement;
- Providing or arranging housing that fails to meet the host country housing and safety standards; and
- If required by law or contracts, failing to provide an employment contract, recruitment agreement, or other required work document in writing and in a language the Team Member understands.

TSI does not and will not permit its Team Members, subcontractors, vendors, suppliers, or other entities doing business with TSI to engage in any form of human trafficking and the above activities.

TSI prohibits retaliation against anyone who files a complaint or reports a suspected violation of this policy. A Team Member or other party who violates this policy will be subject to appropriate discipline

by TSI, including, but not limited to, disclosure of the violation to government officials, when required by law or contract, and termination.

Any suspected violation should be reported immediately to the Vice President at 951-256-8023 or to the President at 951 736-9911. The Vice President will investigate all claims of violations of this policy and will engage law enforcement as may be required.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-702

WORKPLACE VIOLENCE POLICY

Effective 6/22/18

To ensure that THERMAL STRUCTURES, Inc. maintains a workplace safe and free of violence for all Team Members, the Company prohibits the possession or use of dangerous weapons on Company property. The Company has a zero tolerance policy for violent acts or threats of violence against our Team Members, applicants, customers, or vendors.

We do not allow fighting, threatening words, or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises. No Team Member may commit or threaten to commit any violent act against a co-worker, applicant, customer, or vendor. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Any Team Member who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his or her supervisor or manager as soon as possible. All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

PERSONS COVERED

All Team Members are subject to this provision, including contract workers and temporary Team Members, as well as visitors, contractors, and customers on Company property. A license to carry the weapon on Company property does not supersede Company policy. Any Team Member in violation of this policy will be subject to disciplinary action, up to and including termination. Members of Law Enforcement and Federal Officers in the course of their duties are exempt from this policy. The President must specifically approve any other exemption to this policy.

DEFINITIONS

“Company property” is defined as all Company-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways and parking lots under the Company’s ownership or control. This policy also applies to all Company-owned or leased vehicles and all vehicles that come onto Company property. Additionally, this policy applies to all Team Members while in the course of business activities on behalf of the Company regardless of where such activity may be occurring.

“Dangerous weapons” include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Team Members are responsible for making sure that any item possessed by the Team Member is not prohibited by this policy.

SEARCHES OF PERSONAL PROPERTY

THERMAL STRUCTURES reserves the right at any time and at its discretion to search all Company-owned or leased vehicles and all vehicles, in addition to packages, containers, briefcases, backpacks, purses, lockers, desks, enclosures, other personal belongings, and persons entering its property, for the purpose of determining whether any weapon is being or has been brought onto its property or premises in violation of this policy. Team Members who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

ENFORCEMENT

This policy is administered and enforced by the Human Resources (HR) department. Anyone with questions or concerns specific to this policy should contact the HR department.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-703

HAZARDOUS AND TOXIC MATERIALS

Effective 6/22/18

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-704

SAFETY POLICY

Effective 6/22/18

It is our policy to promote safety on the job. The health and well-being of our Team Members is foremost among the Company's concerns. For this reason, Team Members are urged to follow common sense safety practices and correct or report any unsafe condition to their supervisor. Each Team Member is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents, including those which do not involve serious injury and those involving customers, must be reported immediately to a Team Member's supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Consult the Company's Heat Illness Prevention Program (HIPP) and/or the Injury and Illness Prevention Program (IIPP) for additional information.

In order to protect the safety and property of all of our Team Members, the Company reserves the right to inspect Team Member's lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles, and any other personal belongings brought onto Company property. Team Members are expected to cooperate in any search. Failure to cooperate will result in disciplinary action, up to and including termination of employment.

THERMAL STRUCTURES, INC.
Team Member Handbook Policy
HR-801
TRAVEL & ENTERTAINMENT POLICY

Effective 6/22/18

PURPOSE

To control business expenses incurred while traveling on Company business, including air travel, hotel accommodations, car rentals, and other miscellaneous travel costs.

This policy outlines the reimbursement guidelines concerning Company travel. When conducting business travel, exercise discretion and good business judgment with respect to expenses. Report expenses, supported by required documentation, as they were actually spent within a timely manner (no later than 30 days after the expense was originally incurred).

THERMAL STRUCTURES' Accounting Department is responsible for maintaining, updating, and auditing this policy, consistent with IRS regulations, on a regular basis. The Company reserves the right to withhold reimbursement of any travel expenses if it determines the expense to be contrary to the intent of this policy.

GENERAL TRAVEL POLICY

It is the Company's policy to reimburse authorized travel, entertainment, and other expenses incurred by Team Members while conducting business on behalf of the Company. Team Members are expected to limit travel to essential business travel and to exercise the same prudence and judgment in expenditures that would be exercised for personal purposes.

All business travel arrangements (airline ticketing, hotel transportation, and car rental) should be made through the Company's approved travel agency or by Team Members securing more preferable travel rates directly on the internet. Team Members are also encouraged to utilize the Internet to research more favorable airfares, hotel, and car rates. Many travel websites offer discount rates below what a travel agency can obtain. In addition, no service charge is normally assessed. If you are able to find rates, which are more attractive than those offered by the travel agency, please do so. Use of the Travel Agency is recommended for International and multi-leg travel arrangements, where the Travel Agent will be more familiar with various options offered. Team Members must not book more expensive travel or lodging for the purpose of adding to their personal frequent traveler accounts.

Team Members who receive a monthly vehicle allowance will not be reimbursed for fuel or vehicle expenses for use of their personally-owned vehicles, whether or not related to business travel, as a vehicle allowance is offered to cover these business-related expenses. ("Field Technicians" using their personally-owned vehicles should use the PNC VISA cards for fuel when on business travel). For individuals who receive a monthly vehicle allowance, approved fuel costs will be reimbursed only for rental cars when used in conjunction with approved travel.

Hourly paid (non-exempt) Team Members will be paid in accordance with the federal, state, and local requirements for travel. If a legally authorized reduced pay rate for travel time will be used, the affected Team Member will be notified in advance.

Salaried (exempt) Team Members receive their regular pay while on business travel.

For non-California hourly (non-exempt) Team Members, you will be compensated for overtime in accordance with California overtime policies while on business travel in California, per California statute.

Travel Agency:

Carlisle Travel

Phone 323 869-1800

POC: Rene

<http://traversa.travelport.com/thermalstructures>

Accounting will receive monthly reports from Carlisle Travel indicating compliance with the Company's travel policy, as well as those areas requiring improvement in travel expense.

Airfare may be paid by the Corporate VISA account and can be booked by the Administrative Assistant to the Vice President. Non-airfare travel is to be paid by the Team Member and submitted to Finance for reimbursement via an expense report or through the on-line expense reporting system for those Team Members who have been issued a corporate VISA card.

Traveler Profile

To implement the Company's travel policy, we are requesting that each traveler supply a personal traveler profile to our Travel Agency. Each traveler is responsible for updating the profile with any changes that occur. Information provided on this form will assist the Company's Travel Agent, in honoring your travel arrangements. The Company Traveler Profile form can be collected from the AA to the Vice President.

Airline Travel

Whenever possible, air reservations should be made at least 7-14 days in advance to obtain maximum discounted fares. Prior to making reservations, all trips must be approved by the responsible General Manager, Vice President, or President for executive level positions.

The Company has established a "lowest reasonable airfare" policy. Under this policy, the Company has authorized its travel agency to select the lowest convenient fare available without significantly inconveniencing our Team Members. The agency will provide flight schedules within a two-hour window of the requested departure or arrival time. The agency may recommend using connecting flights in order to achieve cost savings.

All domestic and international travel will be booked in Coach Class. Team Members may upgrade their class of travel by using airline incentive programs or personal miles/points at no cost to the Company. **Service/class upgrades are a personal expense of the traveler and will not be reimbursed.** Whenever possible, no more than three (3) key Team Members within a single subsidiary should travel on the same aircraft.

It is the Team Member's responsibility to notify the approved travel agency if the travel plans have changed and airline tickets need to be cancelled. All unused airlines tickets (whether booked through the travel agency or directly by the Team Member) must be returned immediately to the agency for refund or credit.

All frequent flyer mileage will be retained by the individual Team Members. **No arrangements involving increased cost to the Company will be made with the intent to accumulate frequent flyer mileage.**

The Company will not reimburse air travel insurance purchased by the Team Member since the Company provides a separate travel accident insurance when traveling on Company business. For copies of such insurance certificates, see the HEICO Intranet Travel Web-Site.

For travel time from the West Coast to the East Coast, it is presumed that a day will be used for travel; however, travel from the Midwest or East Coast to the West Coast affords enough time that the traveler can return to work in the office up their arrival in the West. Travel should be planned to allow for a return trip from the East or Midwest to the West Coast in the evening so that minimal lost work time is incurred.

Generally, and as specifically called out in this policy, the senior-most Team Member at a business-related meal or entertainment event is responsible for paying and submitting for reimbursement.

Travel to and from Airport

Taxi, Lyft, or Uber charges associated with travel, including to and from the airport, are reimbursable to the Team Member. Receipts are required for all charges, consistent with IRS regulations.

Airport parking charges while out-of-town on business are reimbursable to the Team Member; however, for extended trips, Team Members should use alternative transportation, or use remote and satellite parking to avoid excessive airport parking charges.

Lodging

Wherever possible, the preferred accommodation is a mid-priced hotel chain designed for the business traveler (examples: Hampton Inn, Fairfield Inn, Marriott Courtyard, Holiday Inn Express or similarly priced hotels). Reservations should be made through the designated travel agency; however, if a Team Member can find a lower rate through an Internet site (i.e. www.travelocity.com, www.expedia.com), the Team Member is encouraged to do so. Lodging will generally approved for overnight trips, which are at least 75 miles driving distance from the Team Member's usual work location. Exceptions may be granted by the responsible General Manager, Vice President, or President of the Company, in advance.

All hotel/motel reservations should be guaranteed for late arrival with the Team Member's personal credit card, and charges should be charged to the Team Member's personal credit card or Company issued VISA card. It is the responsibility of the traveler to contact the hotel or the designated travel agency for changes in plans affecting guaranteed room reservations. The Team Member or travel agency should obtain a confirmation of cancellation from the hotel. As a general rule, the Company will not reimburse Team Members for late or no-show charges, unless there are extenuating circumstances and/or a business reason for the change. Such circumstances and/or business reasons should be explained and approved on the Team Member Expense Report.

The Company will reimburse for hotel internet fees, but will not pay for or reimburse in-room movies, mini bar charges, dry cleaning charges for trips less than five days, or other priced amenities. A phone calling card or cell phone should be used for long distance phone usage. International travelers should use a voice over IP phone or Company provided cell phone, if available.

Car Rental

Car rental reservations should be made through the designated travel agency or with a Company approved vendor for discount purposes (Budget). "Thermal Structures, Inc." maintains a business account with Budget. Frequent travelers are encouraged to contact the Accounting department to be added to the Company account. Additions to the rental car Company account must be approved by the Vice President *and* the Controller. Team Members are to use standard or compact cars unless business reasons dictate otherwise (i.e., passenger or luggage load), or unless the upgrade would result in no cost increase to the Company. Direct reports to the President may rent mid-size vehicles.

For domestic and international travel, Team Members should decline Collision Damage and Liability coverage offered by the rental agency. The Company maintains auto liability policies covering accidents with rental cars.

Gasoline receipts for expenses incurred while using a rental car must be attached to the Team Member expense report. Team Members who have been issued PNC Visa cards should use them for gasoline purchases for rented vehicles. The Team Member should determine before rental the best option for gasoline purchases given his/her rental needs. Some rental car programs allow the traveler to purchase gas up-front at a discounted rate and return the car with an empty tank. This option is cost-efficient if a full tank of gas will be used. Otherwise, the Team Member is required to fill the tank with gasoline prior to returning it to the rental company to avoid being charged excessive gasoline prices by the rental company. **Excessive fuel charges due to failure to fill the tank before returning the vehicle may be declined for reimbursement.**

The Company will reimburse all other out-of-pocket expenses such as tolls and parking fees. The Company will not reimburse Team Members for fines, traffic violations or towing if illegally parked.

The use of private automobiles is voluntary. Team Members who use their personal vehicle are responsible to maintain their own vehicle insurance in accordance with law and with proper coverages for the purpose in which the vehicle is being used. With advance approval, the Team Member will be reimbursed at the rate of \$0.40 per mile (per the Expense Report) plus incidental road charges (tolls and parking fees). Where multiple Team Members are traveling together in the same car, only the car owner/Team Member will be reimbursed for transportation costs. **Team Members who receive a monthly vehicle allowance will NOT be reimbursed for mileage or fuel used in their personally-owned vehicle.**

If Team Members are making a trip directly from their home, the number of miles submitted should exclude the normal number of miles the Team Members travel to commute to and from work. For example if the Team Member is making a 50 mile round trip and leaves from their home which is 5 miles (10 miles round-trip) from a Company facility, the amount to be reimbursed is 40 miles. Note that the Company reimburses for approved mileage at the stated rate and does NOT reimburse for gasoline purchases for personal vehicles.

It is suggested that no more than two (2) corporate officers or three (3) key Team Members within a single subsidiary should travel in the same vehicle.

Business Meals and Entertainment Expenses

The Company will reimburse Team Members for reasonable costs of business meals. With prior General Manager approval, this may include bringing in lunch during a business meeting, taking staff to lunch to discuss business, and celebrating the hiring of new Team Members. It is the responsibility of each Team Member to use discretion in keeping meal costs in line with actual and reasonable costs of the area. It is required that the most senior Team Member at such business meals pay for the meal and submit the charge on their expense report to be approved by their direct supervisor. Expenses that are 'out-of-the-norm' or for whom a reasonable person would be considered excessive, may be declined for reimbursement. Snacks and drinks outside of regular business meals are not reimbursable, unless the Team Member is entertaining a customer or prospective customer.

The Company will reimburse Team Members for all reasonable entertainment expenses incurred on behalf of the Company. Reimbursable entertainment expenses consist of expenses incurred in entertaining customers and should have a business purpose and be in a setting appropriate to that purpose. Prudent judgment should be used when entertaining a customer, prospective customer, or other outside party. For example, the selection of an appropriate restaurant for dinner would depend on such things as the amount of business received from the customer and the level of the customer representative being entertained.

If Team Members traveling together incur an expense together for entertainment or meals, the senior-most Team Member may incur the expense for the junior Team Members *or* each must submit their own expense reports. Junior Team Members may not incur expenses for a more senior Team Member. Government regulations prohibit the entertainment of Government employees. Similarly, entertaining employees of prime contractors to the Government is strongly discouraged and must be approved in advance by the President or Vice President.

In order to comply with IRS requirements, the following information must be included on the expense report when entertaining customers:

- Names of individuals entertained their titles, Company name, and reason for business meeting.
- Time, date, and place where the expenditure was incurred.
- Appropriate original receipt supporting the expenditure.

Incidentals

Telephone Expenditures: The Company will reimburse Team Members for required business and reasonable personal calls and texts during business trips. The Company provided cell phones, or personal cell phones that include long distance, should be used in order to avoid long distance surcharges from the hotels. The Company will reimburse for roaming and international calling fees when international travel is required.

Internet Access at Hotels: The Company will reimburse for reasonable internet access obtained while staying overnight in hotels on Company business. Look for hotels that offer free internet access whenever possible.

Spousal Travel Authorization: The Company does not reimburse expenses for spouses on business trips. On special occasions, a spouse may attend a Company function. In that case, advance approval by the President is required.

Saturday Night Stay: Significant savings on airfares are often available through the use of a Saturday night stay over. As a result, Team Members may elect to stay over a Saturday night if it is cost effective (i.e. airfare savings exceed additional business expenses resulting from the stay over). In such cases, the Company will reimburse all such additional business expenses (lodging, transportation, meals, etc.). A Saturday night stay and the resulting savings should be included in the explanations section of the expense report.

Laundry Expenses: Travelers will be reimbursed for reasonable laundry expenses if the extended stay requires the Team Member to be away from home for more than five consecutive workdays. The Company will also reimburse laundry expenses if an emergency situation arises during business travel.

Baggage, Tips, Etc.: Tips are reimbursable and should be kept to a reasonable level, generally 15% or less for 1-3 persons being served, 20% for four or more persons being served.

Passport/Visa/TSA Fees: Fees associated with obtaining passports, TSA Pre-check, and/or visas for international business travel are reimbursable to the Team Member, if the Team Member's position may require them to travel internationally.

NON-REIMBURSEABLE EXPENSES

Non-allowable expenses include those items that are considered to be personal in nature, such as:

- Newspapers, books, and magazines
- Personal credit card membership fees
- Repairs, maintenance, or insurance on personal vehicle (fuel and mileage for Team Members who receive a monthly vehicle allowance)
- Special room service, in-room movies, or theater movies
- Snacks or drinks outside of business meals
- Use of facilities such as sauna, steam bath, exercise club, etc.
- Airline class upgrades or the purchase of extra frequent flyer miles for the same
- Clothing, except for safety shoes which may be required at facilities being visited
- Side trips or sight-seeing expenses taken in conjunction with business travel

Travel Advances

The cost of administering travel advances is extremely high. Travel advances are not generally available for individual travel. It is expected that Team Members traveling on Company business will use their personal credit card or corporate credit card for expenses associated with such travel. If a Team Member will be a regular business traveler, it is expected that they possess or will gain their own personal credit card or request a Company credit card through the Accounting Department. Travel advances must be approved by the President or Vice President and Controller.

Expense Reporting

All travel expenses must be reported to the Finance Department using an approved Company Expense Report form or on-line through the PNC portal for PNC credit card users. A Team Member's immediate supervisor must approve and sign the Team Member's expense report or approve on-line if a PNC VISA card was used. If an expense is incurred where multiple Company Team Members are in attendance, the highest-ranking Team Member in attendance is responsible for the expenditure. Receipts and

itemized bills for all expenses are required. IRS regulation requires special deductibility limitations for Team Member business meals and entertainment and requires specific information be supplied with the receipts.

The Vice President has approval authority for expense reports up to \$250.00. All expense reports in excess of \$250.00 must be also approved by the President.

Expense report forms should be completed and submitted within ten (10) working days after the expenses are incurred. Any expense reports that will not be completed by the end of a month are required to be made known to the Controller or AP Clerk, so a proper accrual can be made. Any expense reports submitted more than thirty (30) days after incurring may not be reimbursed.

PNC VISA CARD

Our parent company has contracted with PNC Bank (“VISA”) for the issuance of cards to be used by certain Team Members who travel regularly for business or whose job responsibilities require the use of a charge card (at the discretion of the immediate supervisor). Applications for these cards may be made through the Program Administrator (Vice President of Administration). The Program Administrator will consider and approve the issuance of the card as warranted. **The Corporate VISA is not to be used for personal expenses.**

As stated above, all air travel must be booked using the Company’s VISA Card. For those issued PNC VISA cards, all other travel (i.e. hotels, car rentals, meals) should be booked on the Team Member’s Corporate VISA. All charges incurred with the card are solely the responsibility of the Team Member, and the Team Member must abide by all terms and conditions imposed by VISA. The Company will pay the VISA invoice monthly; however, any misuse of the card will result in disciplinary action, up to and including termination of employment. If you have questions about whether or not an expense may be charged to the Company-issued VISA card, ask in advance of making the purchase.

There is no fee to the Team Members for the VISA Card. Frequent travelers are expected to use the VISA Card, primarily because the Company provides the card for this purpose, and the information provided by PNC is useful in the analysis and management of travel/entertainment expenditures.

The use of receipts provided by VISA with their monthly statement is not appropriate documentation. The monthly statement can only be used in the case of a lost receipt, and should be used only on an exception basis. The VISA card is not to be used for cash advances without prior approval of the Controller *and* Program Administrator.

Travel Tips

- Most discount fares require advance ticketing. Plan at least three (3) weeks in advance if possible.
- Try to avoid last minute changes that disqualify restricted fares.
- Cut airfare expenditures by making one two-day trip rather than two one-day trips.
- Try to shop for fares around specific flight times. Do not choose specific flights first.
- Travel early in the morning or late evening for lower discounted fares.

- If you do not show up for a portion of your flight itinerary, be aware that the airlines may cancel the remainder of your itinerary. Be sure to call the airline or the travel agent and report the unused leg of the trip.
- Prior to check-in, make certain your luggage has proper identification tags. Slip your business card inside as well.
- For short overnight trips, carry on your luggage and save waiting at baggage claim.
- Use a taxi if you have only one or two business calls to make. This is usually less expensive and quicker than a rental car.
- Use free transportation offered by hotels.
- Be aware that when making phone calls from your hotel room, phone surcharges can be extremely high.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Thermal Structures, Inc. ("Company") Employee Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of the Company.

2. I and the Company agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law. Moreover, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).

3. I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope or enforceability of this Agreement shall be resolved by a court, not by the arbitrator. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. If under applicable law a representative claim under the California Private Attorneys General Act ("PAGA") is found to be unwaivable and such

an action is pursued in court, I and the Company agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable.

4. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

5. If any term or provision or any portion of this Agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, or other similar basis.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]