

**GERONIMO ALLOYS, LLC**  
**EMPLOYMENT POLICY**  
**Effective August 1, 2016**

The following are basic company policies of Geronimo Alloys, LLC (hereinafter referred to as the "Company") that may be amended, added to, or deleted from time to time with no advance notice. Changes in policies will become effective immediately.

1. **EMPLOYMENT:** All newly hired full-time personnel are ineligible for benefits until they have been employed and present for thirty days. Full-time personnel are considered those employees who are available and scheduled for a minimum of thirty-five hours per week on a regular basis. Student employees, those scheduled more than thirty-five hours but less than forty hours, and also attending a college or university, are ineligible for all benefits due to student status.

**CHANGE OF DUTIES AND HOURS OF EMPLOYMENT:** The employee is hereby made aware and agrees that the Company may change, without advance notice, the employee's duties and hours of work. The employee may have been hired because of certain skills that the employee alleges himself to have and may have worked for the company using those skills, but the Company still reserves the right to change the hours and duties of the employee. A change in hours may only occur if there are other Company employees regularly scheduled or specially scheduled to work in that time period. Duties and hours of work may be changed, at the Company's sole discretion, and without advance notice to the employee.

2. **BENEFITS:** Full-time employees will be eligible for the following benefits.

- A. **PAID PREMIUM HOURS FOR HOURLY AND SALARY EMPLOYEES:** If an employee has 12 months of continuous, full-time employment at the beginning of the calendar year, the employee will be paid 160 hours (hourly) or 20 days (salary) each calendar year in addition to pay for hours worked. (\*\*Salary Employee usage will be paid by days not hours\*\*). The premium hours will be paid 80 hours from January 1 through June 30 and 80 hours from July 1 through December 31. These hours are in lieu of vacation, holiday, and sick pay. Days off must be scheduled in advance in order to be paid for premium hours.

**VACATION TIME FOR OUTSIDE SALES EMPLOYEES:** Outside Sales employees, eligible after 6 months, do not accrue premium hours. Instead, 5 days of vacation (equivalent of a 40 hour work week) will be given to use January 1 through June 30, and 5 days of vacation will be given to be use July 1 through December 31. Vacation days do not roll over if not used. Company holidays are paid to Outside Sales employees. Sick days must be reported and a vacation day will be deducted for any non-worked days.

The company has the following official holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. July 4 Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

The company may choose to close on other days in addition to the 7 above. Additional days will be determined by the start of each 6 month period of the year. Premium Hours represent the equivalent of one week's vacation and 5 paid 8 hour days off each six months.

Absences will be considered scheduled in advance in the following manner:

- 1) Vacation – Should be scheduled 30 days in advance.
- 2) Holidays – Scheduled in accordance with the company holiday schedule.
- 3) Medical Emergency – Should be reported within 12 hours of the emergency and the employee must supply proof of the medical emergency.
- 4) Unexpected Absences – Will not be considered scheduled if the employee does not contact his/her supervisor or a member of administration by 8:30am on the day of the absence. If the employee is unable to contact his/her supervisor or a member of administration by 8:30am on the day of the absence, he/she may have another party (spouse, family member, etc.) report the absence for him/her. The absence may be accepted at the option of the supervisor and if it is determined to be an emergency at the sole discretion of the supervisor. Unexcused absences will cause the employee to forfeit that number of premium hours that is equal to the unexcused time lost.

The time will be allocated whenever the employee has less than 40 hours in a work week and does not have unexcused absences. The premium hours will be used to bring the employee to a 40 hour work week. (For example, if the employee regularly is scheduled to work 40 hours but has 36 ½ hours for the week, he/she will be paid with three (3) and one half premium hours.)

Premium hours will not be paid if the employee does not work on the regularly scheduled workday before and/or after a holiday or vacation day, unless prior notice is given and/or approved by a supervisor in writing. Premium time for the missed day(s), holiday(s), or vacation day(s) will not be paid and will be forfeited from future use.

In order to work on a day that the company is closed for business, the employee must receive his/her supervisor's approval and, for safety reasons, there must be at least two (2) employees present at all times. However, front office personnel are not required to have two (2) employees present at all times. If an employee works on a designated holiday, the employee can choose to use premium hours or not. The employee can choose to be paid for the hours worked and the holiday premium hours on the next regularly scheduled paycheck. This is the only time an employee will have the option of whether or not to use premium hours. The employee must request in writing to be paid the premium hours on the time sheet that they sign for that time period. Any premium hours not used by June 30 or December 31 will be paid to the employee in a lump sum no earlier than the 2nd paycheck of the following month.

Unpaid or accrued premium hours will be forfeited if employment terminates for any reason. The company reserves the right to change or discontinue this benefit at any time.

**NEW EMPLOYEES:** After 30 days of continuous, full-time employment, an employee accrues 6.66 hours of premium hours at the beginning of each month after his/her first

30 days. An employee who completes 12 months of full-time employment during a calendar year will begin to accrue 13.33 hours per month at the beginning of the month after his/her first anniversary until January 1st or July 1st, whichever comes first, at which time they will receive the lump sum for that six month period.

- B. PPE REIMBURSE: The Company will reimburse \$100.00 per year to those employees whose primary job functions require the use of personal protective safety equipment. The employee will first be eligible for the reimbursement after he/she has been an employee for twelve (12) months. The Company reserves the right to make such a reimbursement to an employee after he/she has been employed for ninety days; however, should the employee leave the Company either voluntarily or involuntarily prior to being with the Company for 12 months, the full \$100.00 advanced reimbursement will be deducted from the employee's last paycheck. The Company also reserves the right to cancel or change this reimbursement at any time and with no advance notice to the employees.
- C. PROFIT SHARING: The Company, at the end of each month, will contribute a percentage of that month's profit. A points system that rewards the employee for longevity with the Company and his/her contribution to the profitability of the company has been devised. Each employee's pay for work done during the month is multiplied by his/her number of years with the company. This total number of points is then divided by the total number of points for everyone in the program. This is the percentage of the monthly contribution to the program that the employee will receive.

Equal weight is given to the number of years with the company (until 10 years of employment) and the amount of pay. If an employee has been with the Company twice as long as another employee and his/her pay is equal, then the employee with twice as much time with the Company will receive twice as much bonus. The opposite of this is the case where the pay is twice as much but the time is equal. The employee with twice the pay will receive twice the bonus. However, once an employee reaches 10 years of employment with the Company, his/her points for longevity will no longer increase. That is, if both employees have been with the Company more than 10 years (one could be 20 and one could be 11) and their pay is equal, their bonus is equal. No employee is eligible until he/she has completed 12 months with the Company and all employees' eligibility is computed from 12 months after they began employment. If an employee misses a substantial amount of work, he/she will not be eligible for profit sharing during the time missed. As new employees are hired and current employees who have not completed their 12 months become eligible, the percentage of the total pool to employees with the most time will decrease.

If the Company has a month in which a loss occurs, there will be no bonus paid until a cumulative profit exists since the last time period on which a bonus was paid. The minimum cumulative profit on which a bonus will be paid is \$5,000.00. Profit is defined as net income after income taxes.

Each employee's income will, over a period of time, become determined more and more by the amount of the bonus and his/her individual percentage of the bonus. It is very important that each employee understands that he/she determines the profitability of the Company, and it is his/her responsibility to see that the Company makes a profit.

Unpaid or accrued profit sharing will be forfeited if employment terminates for any reason. The Company reserves the right to change or discontinue the plan at any time.

D. PROFIT SHARING FOR RETIREMENT: The Company, at the end of each month, will contribute to the eligible pool of employees, a percentage of that month's profit. Each employee's pay for work done during the month is multiplied by his/her number of years with the Company to determine his/her number of bonus pool points. This total number of points is then divided by the total number of points for everyone in the bonus pool. This is the percentage of the monthly contribution to the bonus pool that the employee will receive.

All employees who have completed 9 years of employment will be eligible for this bonus program in the first month after the month in which they complete 9 full years of employment. The intent of the bonus is to provide funds that the employee can use for retirement. The employee must show that the funds are being used for that purpose to remain in the bonus pool. The Company is not investing the money nor managing such investments.

If the Company has a month in which a loss occurs, there will be no bonus paid until a cumulative profit exists since the last time period on which a bonus was paid. The minimum cumulative profit on which this bonus will be paid is \$10,000.00. Profit is defined as net income after income taxes.

Each employee's income will, over a period of time, become determined more and more by the amount of the bonus and his/her individual percentage of the bonus. It is very important that each and every employee understands that he/she determines the profitability of the Company, and it is his/her responsibility to see that the Company makes a profit.

E. MANAGEMENT PLAN FOR DRASTIC DOWNTURNS IN THE ECONOMY: Three times in the 31 year history of the Company, the general economy has decreased to the extent it affected the normal operation of the Company. This occurred after 9/11, 2009 and 2015. Should such a change occur in the future, the Company will manage in accordance with the principals included in following guidelines to survive the downturn:

1. Upper management will have their pay cut 10%
2. All other employees will have their pay cut 5%.
3. Where possible, all employees will have their hours cut to 40 hours per week.
4. Upper management will have their pay cut 10%.
5. All other employees will have their pay cut 5%.
6. Where possible, all employees will have their hours cut to 32/36 hours per week.
7. The least productive employees will be laid off.
8. Upper management will have their pay cut 10%.
9. Other employees will have their pay cut 10%.

In general, the Company will follow the order above, but may vary the time periods between each action.

Least productive employees are those who have the least ability to produce product in the manufacturing area, least versatility, and least potential capabilities. Non direct manufacturing personnel will be graded on a similar basis. Absenteeism, behavior, and other attributes will also be considered.

The Company will not borrow money from lending institutions for operating funds. It does borrow money for short term purposes from owner and employees. In the two most recent downturns, the Company borrowed money from owners and employees for payroll purposes. The employees were paid interest for the less than a week loan.

F. **INSURANCE.**

Effective January 1, 2014 the Company will no longer provide medical insurance for employees. Any employee enrolled on the Geronimo Alloys, LLC group policy will no longer be covered. The vision and dental insurance will still be available as an option to full time employees on the first of the next month after 30 continuous work days. The Company will still provide Basic Life Insurance, Accidental Death and Dismemberment Insurance and Long-Term Disability Insurance for full time employees on the first of the next month, after 30 continuous work days.

G. **WELLNESS BONUS – Effective November 1, 2014:** All full time employees are required to have medical insurance coverage. All future employees have a deadline of the last day of the 2nd month following their hire date in order to obtain coverage. Employees that chose not to obtain medical insurance will no longer be eligible to receive company benefits not required by law. These include: wellness bonus, premium hours, profitability bonuses, machinist bonuses, moving reimbursements, or sign on bonuses. The company may request proof of insurance coverage at any time. Full time employees are eligible for this bonus on the first of the following month after proof of insurance coverage has been submitted. The bonus will be paid out in each paycheck. Take the amount of the bonus you qualify for and divide it by 26 paychecks for obtaining your bi-weekly amount. Employees employed up to 2 years are eligible for a \$1,800.00 per year bonus. Employees employed for more than 2 years are eligible for a \$2,050.00 per year bonus. Employees employed for more than 3 years are eligible for a \$2,300.00 per year bonus. Employees employed for more than 5 years are eligible for a \$2,550.00 per year bonus. The amount will change beginning with the first paycheck the month after your anniversary date.

H. **EMPLOYEE REFERRAL BONUS.** The Company may choose to pay, from time-to-time, an existing employee a bonus for a referral.

All employee benefits, not actually paid to the employee at the time of termination of employment, are no longer due and are forfeited, except those benefits that are extended by law.

**3. TERMINATION OF EMPLOYMENT:**

A. Employment by the Company is “at will.” This means that the employee may quit at any time and for any reason, or for no reason, and the Company may terminate the

employee's employment at any time for any reason, or for no reason. However, after one (1) year of full-time employment, if the employee is terminated without cause, the Company will pay one week's pay in lieu of notice. Layoffs of more than ninety continuous days will be considered termination of employment.

B. An employee will be considered for termination for cause if he/she mismanages his/her position by action or inaction, or neglect that places in jeopardy the lives or property of others, intentional wrong-doing or malfeasance, intentional violation of a law, or violation of a policy or rule adopted to ensure orderly work and safety of himself/herself or other employees. The following are examples of reasons for termination for cause. NOTE: Not all reasons for termination for cause are listed.

- 1) Willful destruction of Company or another employee's property while on the Company premises.
- 2) Refusal to obey orders of supervisors.
- 3) Refusal to do job assignments.
- 4) Theft of property of employees, the Company, or of individuals or organizations while on Company premises.
- 5) Allowing liquor or use of drugs to interfere with work in any way. Bringing illegal drugs or alcoholic beverages onto the Company's premises.
- 6) Falsification of Company records.
- 7) Reckless, disorderly or immoral conduct. (Specifically including spousal and/or child abuse.)
- 8) Committing sabotage or espionage.
- 9) Removal of Company or government property or records of any nature from the premises without proper authorization.
- 10) Fighting or attempting bodily injury to another employee on Company property.
- 11) Unauthorized disclosure and/or use of proprietary information.
- 12) Insubordination.
- 13) Recording work hours for another employee or knowingly permitting an employee to record work hours for another employee.
- 14) Being in the plant during times other than the hours scheduled for work, unless authorized.
- 15) Smoking, drinking, or eating in other than authorized areas, or use of unauthorized containers.

Please be advised that as of January 1, 2016, no smoking of tobacco products will be allowed inside any Geronimo Alloys buildings or company vehicles. No smoking of tobacco products will be allowed within 15 feet from any entrance, exit or ventilation system. Smoking of tobacco products will only be allowed outside during an employee's off shift hours (before shift, lunchtime and after shift). All materials used for smoking will be extinguished and disposed of in appropriate containers.

- 16) Completing or signing an official document for another employee, such as a daily production record, a weekly time sheet or a conflict of interest statement.
- 17) Disregard of safety practices or rules.
- 18) Using abusive language towards another employee on Company property.
- 19) Unauthorized, abusive, unsafe or negligent operation of machines, tools and equipment.
- 20) Unauthorized possession of cameras, cell phones, personal computers or recording devices on Company property.
- 21) Deliberate idling, inattention to duty, or leaving work area without authorization.
- 22) Repeated negligence or carelessness resulting in inferior work, excessive scrap, wasting of materials, equipment damage or incorrect production records.
- 23) Gambling, lottery or any other game of chance on Company property at any time.
- 24) Unauthorized posting or removal of notices, signs or writing in any form on Company property at any time.
- 25) Distribution of unauthorized written or printed literature of any form on Company property at any time.
- 26) Allowing unauthorized persons into or onto Company premises.
- 27) Violation of vehicular traffic and parking regulations in Company vehicles or on Company premises.
- 28) Soliciting for any purpose or cause during business hours.
- 29) Lying by omission or commission concerning job-related activities.
- 30) Violation of the attendance policy.
- 31) Sexual harassment in any form or degree.

- 32) Misuse, abuse or personal use of e-mail and/or the Internet using Company equipment during or after business hours.
- 33) Unauthorized possession of weapons on Company premises.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Any employees carrying concealed handguns must have a current copy of their concealed handgun license on file.

- C. An individual who exhibits unsafe behavior that is imminently hazardous or dangerous to himself/herself, other employees or Company property is subject to immediate dismissal without warning. Such unsafe behavior shall be determined at the discretion of the supervisor.

4. **ATTENDANCE POLICY:** An unexcused absence is defined as an absence that is not scheduled and approved 30 days in advance. Family and medical emergency absences may be approved on a case-by-case basis.

- A. Any employee having the following unexcused absences is subject to dismissal for cause:

- 1) Two (2) day out of ninety (90)
- 2) Three (3) days out of one hundred eighty (180)
- 3) Four (4) days out of three hundred sixty-five (365)

- B. Any employee being more than one hour late to work, without supervisor approval more than twice in one calendar month, is subject to dismissal for cause.

- C. Any employee being absent on work days preceding or following holidays, vacations or weekends twice in a six-month period is subject to dismissal for cause.

5. **EMPLOYEE ADVANCES OR LOANS:** No employee shall receive an advance or loan from the Company for any reason except for the purchase of personal tools to be used in the course of his/her employment.

An employee must be employed and have worked for thirty (30) days before he/she is eligible to purchase tools. The amount of the purchase cannot exceed one (1) week's net pay. The employee must reimburse the Company within the next 4 paychecks. If an employee quits or is terminated for any reason, any remaining amount owed will be deducted from his/her last paycheck.

6. **PAYROLL AND PAY CHECKS:** EMPLOYEES ARE PAID EVERY 2 WEEKS ON FRIDAY. PAYCHECKS WILL NOT BE HANDED OUT UNTIL NOON ON PAYDAY UNLESS PRIOR AUTHORIZATION IS OBTAINED. Paychecks will only be given to the employee, unless prior



written authorization for another individual(s) to receive the employee's paycheck in the employee's absence has been filed with the Company. **PAYCHECKS WILL NOT BE MAILED. Should the company choose and the employee agrees, the company may pay in the form of direct deposit to the employee's bank account.**

7. **SAFETY EQUIPMENT:** All employees shall wear such safety equipment as required by their supervisor and shall provide same at their own expense if not provided by the Company. The Company shall, at any time, have the right to change both the designated safety equipment and areas in which it must be worn. Personal Protective Equipment forms will be provided to the employee to warn of possible hazards and advise of the safety requirements in the employee's respective work areas. Non-compliance to such requirements will result in a documented safety violation that will be placed in the employee's personnel file. Upon the first infraction of a safety violation, the employee will be relieved of duty for the remainder of the day without pay. Upon the second infraction of a safety violation within a calendar year, the employee will be relieved of duty for a period of three business days without pay. Termination of employment will occur upon the third infraction of a safety violation within a calendar year.

The Company will provide, at no expense to the employee, specialized equipment that is required as a function of a specific job. All other safety equipment required by the Company will be supplied by the employee at his or her cost. In general, the safety equipment the employee must provide at their cost will be of such a nature that it might be used by the employee at a number of jobs and will be considered the personal property of the employee.

8. **DRUG POLICY:** It has been a long-standing policy that the Company does not allow any use of any illegal drug in any quantity, on or off the job. Therefore, random drug testing will be performed. All costs for the first test will be paid by the Company. If an employee tests positive on the first test, the employee may elect to be tested again at his/her own expense. Failure of a drug test by any employee will confirm a violation of the Company's zero tolerance drug policy and said employee will be immediately terminated. You can expect to be tested at a minimum of once a year and not more than three times per year.
9. **WORK-RELATED INJURIES:** All injuries, no matter how minor, must be reported to your supervisor immediately after they occur. An injury report will be filled out and signed by the employee and supervisor. The original report will be filed in the employee's personnel file and a copy provided to the employee. It is the employee's responsibility to make sure the report is completed. If the employee has not received his/her copy within 24 hours, the employee shall report this to Kirk Williamson or Preston Moses.

Any employee that is injured to the extent that a loss of work time occurs, must see a doctor. Refusal to see a doctor will result in the loss of any benefits to the employee as a result of the injury. All medical charges will be paid by the Company if the employee is treated by a doctor or medical facility to which he/she is referred by the Company. If the employee is not in agreement with the first doctor or medical facility recommended by the Company, a list of physicians and medical facilities will be provided to the employee from which the employee may choose an alternate physician or medical facility. At any time an employee is under the care of a physician and either the Company or the employee becomes dissatisfied with the medical progress of the employee, either the Company or the employee may demand the opinion of another physician from the approved list.

Any employee electing to be treated by a physician or medical facility not approved by the Company will be responsible for any and all charges resulting from such choice. The Company will not pay nor reimburse these expenses.

10. **WORKMAN'S COMPENSATION INSURANCE:** At any time the Company is not covered by such insurance, the Company will pay for medical bills for injuries that occur on the job. These bills will be paid directly by the Company and the Company will also pay half-pay for those days of pay lost as a result of an on-the-job injury. The half-pay will begin after the employee has missed seven consecutive work days and continue for a total of 90 days or until the employee is able to return to work, whichever comes first. The employee may be required to perform other duties that do not affect the injury during this period with medical approval.
11. **SEARCH:** The Company shall have the right to physically search for drugs or any other items not permissible under Company policy in the following: any container brought to the plant by an employee, employee vehicles located on Company premises, and any area of the plant used by employees. The employee may be required to empty their pockets for inspection of the contents.
12. **DEPARTMENT POLICIES AND RULES:** Policy and rules pertaining to only one Company department may be in effect and changed from time to time. These policies shall be considered a part of overall Company policy and have the same effect. The Company reserves the right to make exceptions for policies and rules on a case-by-case basis.
13. **HARASSMENT POLICY:** The Company strives to provide all employees with a work environment free from all forms of discrimination, including harassment. The Company does not condone and will not tolerate harassment of any of its employees on the basis of race, color, sex, national origin, religion, age, citizenship, veteran status, or disability. Harassment includes verbal, visual, or physical conduct based on race, color, sex, national origin, age, citizenship, veteran status, or disability that could create a hostile, intimidating or offensive work environment. This conduct is prohibited whether or not it is illegal harassment. Harassment of employees by supervisors, co-workers, the public, visitors, vendors, or other third parties will not be tolerated and must be reported as required by this policy. The Company considers harassment to be a grave act of misconduct. Engaging in conduct prohibited by this policy may subject the perpetrator to disciplinary action, up to and including discharge from employment.
  - A. Sexual Harassment - The Company is very concerned about the prevention of sexual harassment. For purposes of this policy, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, graphic, or physical conduct of a sexual nature where:
    - 1) Submission to such conduct is either an expressed or implied term or condition of an individual's employment;
    - 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
    - 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

- B. Other Forms of Harassment - Verbal, visual or physical conduct also violates this policy when it denigrates, threatens, or shows hostility toward an individual or group because of a prohibited characteristic such as race, color, national origin, religion, age, citizenship, veteran status, or disability, or has the purpose or effect of reasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- C. Examples of Prohibited Conduct - Examples of conduct that may constitute sexual harassment under this policy include, but are not limited to, verbal or visual harassment or abuse (degrading sexual comments, unwelcome propositions, sexually offensive jokes, materials and tricks), unwelcome requests for sexual favors or activity, inappropriate touching or physical actions of a sexual or abusive nature (pinching, hugging, patting or repeated brushing against another individual's body), or a suggestion, threat or action that makes the affected individual's employment, opportunities or benefits subject to submission to sexual demands, harassment or sexually offensive conduct. Sexual harassment does not include occasional compliments or voluntary relationships between employees. However, some conduct that may be appropriate in a social setting is not appropriate in the workplace.

Examples of conduct that may constitute harassment on account of race, color, sex, national origin, religion, age, citizenship, veteran status, or disability under this policy include, but are not limited to, slurs or epithets; negative stereotyping; threats, intimidation or hostile acts based on a personal characteristic; and written or graphic materials that denigrate or show hostility toward an individual or group because of a personal.

- D. Reporting Harassment Complaints - If any employee feels that he or she has been harassed in violation of the Company's policy on harassment, he or she should immediately report the alleged harassment to Kirk Williamson, Stephanie McGuire, or Preston Moses. An employee need not first make a report to his or her supervisor or confront the alleged harasser. Any employee or supervisor who observes or becomes aware of possible sexual or other unlawful harassment should immediately advise Kirk Williamson, Stephanie McGuire, or Preston Moses. Supervisors who fail to report incidents of harassment or do not report incidents in a timely manner to Kirk Williamson, Stephanie McGuire, or Preston Moses will be subject to disciplinary action.

No employee should assume that the Company is aware of a problem. Please bring complaints and concerns to the Company's attention so that it can take steps to correct them.

- E. Handling Harassment Complaints - All complaints will be promptly and thoroughly investigated. The Company will treat complaints of harassment in as confidential a manner as possible, releasing information only to those with a need or right to know. All employees must observe the confidentiality requirement as well. All employees who learn about the report or investigation of harassment must hold all information in strict confidence. Any employee who shares or releases confidential information (with the exception of reporting additional information or concerns to the Company) will be subject to discipline, up to and including termination.

If the Company determines that a violation of this policy has occurred, it will take appropriate corrective action (up to and including termination) to stop the harassment and prevent its reoccurrence. The Company will also take appropriate corrective action, as feasible, against non-employees engaging in harassment toward the Company employees. Providing a harassment-free workplace requires the support of all the Company personnel in all positions, including employees in supervisory and management positions.

- F. Protection from Retaliation - No retaliation will be taken against any employee because he or she reports a problem concerning possible acts of harassment or otherwise participates in an investigation of a complaint. Employees can raise concerns and make reports without fear of reprisal. If any employee or supervisor is a victim of, observes, or becomes aware of retaliation, it should be reported immediately to Kirk Williamson, Stephanie McGuire, or Preston Moses. Supervisors or employees who engage in retaliation will be subject to discipline, up to and including termination.

If you have any question about what constitutes harassing behavior, feel free to speak with Kirk Williamson, Stephanie McGuire, or Preston Moses.

14. **CONFIDENTIAL INFORMATION:** During their employment, employees will gain knowledge of confidential information of the Company. The Company owns all of such confidential information, and all derivations or changes, modifications, and/or improvements to such confidential information, which are conceived and/or developed independently by the Company, conceived and developed jointly by the Company and employee, or developed by the employee(s) during his/her/their employment with the Company. Employees must treat the Company's confidential information with the strictest confidence, and take care to prevent its wrongful disclosure and/or use. Employees will use and/or disclose the Company's confidential information only to further or advance the Company's business interests and with approval by an officer of the Company.
15. **CONFIDENTIALITY AGREEMENT:** As a condition of employment, all employees are required to sign a copy of the Company's Confidentiality Agreement, which more fully identifies and controls the use of the Company's confidential information.

## EMPLOYMENT POLICY ACKNOWLEDGEMENT STATEMENT

I have received a copy of Geronimo Alloys, LLC's Employment Policy. I understand that it is my responsibility to read and understand the Employment Policy. I also understand that I am responsible for complying with the Employment Policy.

I understand that I should immediately report any possible violations of the Employment Policy to Kirk Williamson, Stephanie McGuire or Preston Moses. I know that I should ask Kirk Williamson, Stephanie McGuire or Preston Moses for an explanation or assistance any time I have questions regarding the policy.

My signature below reflects that I have read the company's Employment Policy, understand the policy, and have had the opportunity to ask questions about the policy.

ACKNOWLEDGED AND ACCEPTED BY:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date of Acknowledgement