EMPLOYEE HANDBOOK



Revised: 5/14/25

Our Mission..

To provide for infrastructure in the areas of underground utilities, structural repairs, and exploratory drilling.

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WELCOME

Welcome to Terra Contracting, Inc. (The Company) We are pleased that you have chosen to join us and are confident that your contributions will assist us in becoming the leader in our industry. This handbook is designed to acquaint you with our company and to give you a written reference to answer most of your questions regarding your employment with us. We intend for this handbook to guide you in our expectations of you as an employee and valuable asset to our company. This handbook is not to be construed as an employment contract. Management reserves the right to add, change or delete policies, benefits and all other working conditions as it deems necessary, with or without notice. **This handbook does not alter the "At-Will" nature of your employment. As an "at will" employee, you have the right to terminate your employment at any time with or without cause or notice, and Terra Contracting, Inc. has the same right. Furthermore, your status as an "At-Will" employee may not be changed except in a written agreement signed by the President of the Company.**

EQUAL EMPLOYMENT OPPORTUNITY

Terra Contracting provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, and/or any other category protected by law. Terra Contracting complies with applicable federal, state, and local laws prohibiting discrimination in employment and/or illegal contract in every location in which the company has facilities.

APPLICATION/NEW HIRE PROCEDURES

All new hires are required to complete an employee application and provide identification that complies with all State and Federal statutes and regulations. Employees are required to pass an employment verification process and drug test prior to employment. The drug screening test will be paid by the employee at the cost of $45.00, which will be deducted from the employee's first paycheck, provided the deduction does not reduce wages below the applicable minimum wage. The amount of the drug screening test will be reimbursed to the employee after the employee has successfully passed the 90-day probationary period as described under **"PROBATIONARY PERIOD"** that follows:

OSHA CERTIFICATION REQUIREMENTS

All employees must obtain their OSHA certification within 15 days of employment. Employees that are not in a supervisory role, are required to obtain an OSHA 10. Any employee that is in a supervisory role is required to obtain an OSHA 30. If an employee does not obtain their OSHA certification by the 15th day of employment, employee will be scheduled off work on day 16 and will not be permitted to return to work until their OSHA certification is complete and proof is turned into the Human Resources Department.

PROBATIONARY PERIOD

Employees are subject to a 90-day probationary period at the beginning of their employment. During this time employees will be evaluated on their overall performance, including but not limited to: knowledge of work to be performed, attendance, respect for Company's equipment

and tools, adherence to Company policies & rules, safety requirements, and general productivity. The Company retains the right to discharge any employee during the probationary period, with or without cause, at any time and without any advance notice. If within this probationary period the employee terminates his/her employment, or the Company terminates the employee's employment, employee will not be reimbursed for the cost of the drug screening test that was performed prior to employment.

This is a period during which management evaluates a new employee's performance to determine whether the employee will be retained as a "regular" employee or not. The length of the probationary period may be extended if Company management deems such an extension necessary or appropriate. This in no way implies an employment contract.

Upon completion of the probationary period, Terra Contracting will reimburse the original amount of the drug screening cost to the employee that was taken at the time of employment. All rehires will be classified as new employees and will be subject to another 90-day probation period.

WORKERS COMPENSATION

Upon hire, each employee will undergo safety training, which will include training on Workplace Safety and Worker's Compensation.

If an injury occurs while at work, it is the employee's responsibility to notify their foreman/supervisor immediately and fill out an incident report. If the injury requires medical attention above that of first aid, arrangements will be made for professional health care/ medical treatment.

NORMAL HOURS OF OPERATION

Administrative Office hours:

8:00 a.m. to 4:00 p.m. Monday through Friday

Field Hours:

Winter:

1. Field hours during the winter months range from 6:00 or 7:00 a.m. to 2:00 or 3:30 p.m.
2. The superintendent will determine exact hours of operation for each project.

Summer:

1. Field hours during the summer months will be from 5:30 or 6:30 a.m. to 2:30 or 3:00 p.m. Field hours may vary as a result of inclement weather or simply as a result of job scheduling. (There are times when the client will require that a job be worked only at night). Employees should report to their job sites regardless of weather conditions, unless management has notified them otherwise.

The superintendent will determine exact hours of operation for each project.

Evening:

From time to time, Terra Contracting reserves the right to schedule non-traditional hours such as evening and graveyard shifts. The superintendent will determine hours of operation for each project.

REPORTING TO WORK

Employees are to report to the same job site or department/assignment each morning unless otherwise instructed by Company management. All employees are expected to participate in getting the job done. An employee's refusal to change tasks, sites or functions and/or refusal to work overtime, may result in corrective action up to and including termination. Each field employee is responsible for tools and safety equipment assigned to them and is responsible to bring them to the job site. Tools and equipment must be available on the job site each day whether an employee will be there or not. Failure to report to the assigned worksite with all required equipment may result in corrective action, up to and including termination.

REST & MEAL PERIODS

Rest Periods

Employees are entitled to one paid 10-minute rest period for each four hours of work. To the extent possible, rest periods will be provided in the middle of each four (4) hour period worked. Rest periods are not to be added to extend the lunch period without prior approval from a supervisor.

Meal Periods

If employees work eight continuous hours in a day, employees will be provided with a lunch period of at least 30 minutes in length each workday. This lunch period will not be considered work time and will therefore be unpaid. If a nonexempt employee is required to work through a meal break, that employee shall be paid for the 30-minute period.

Meal and rest breaks will be scheduled by the department supervisor or manager

EMPLOYEE EQUIPMENT REQUIREMENTS

As a condition of employment, all field employees are required to report to work outfitted in steel-toed or hard/composite-toed boots and equipped with a tape measure (25' 1" wide) and bring it to work each day. Terra Contracting, Inc. provides hearing protection, safety glasses, and other personal protective equipment to field employees. Hard hats will be provided by the Company at no cost to you, unless lost or damaged, in which case employee will be responsible for replacement. All safety equipment must conform to all applicable ANSI & OSHA standards.

ABSENCE & CALL IN PROCEDURE

Punctuality and regular attendance is expected. Employees are expected to be at work and ready to go when their scheduled shift begins. If an employee is unable to be at work on time, or at all, they must immediately notify their supervisor. Their supervisor will notify manager, manager will notify Human Resources Manager. If an employee does not report to work for their scheduled shift and fails to notify their supervisor, this will be considered a "No Call/No Show" and is grounds for immediate termination for cause.
Employees cannot trade shifts or days off with co-workers unless the change has been approved by their supervisor. Requests for special scheduling shall be limited to emergency situations and/or approved ADA/FMLA or other accommodations.

Three or more consecutive days missed of work will require a doctor's note to return to work.

Excessive unexcused absences or tardiness in reporting for duty is unacceptable job performance as this is disruptive to the Company's operations and can seriously impair the value of the employee's service to the Company. Excessive unexcused absences and/or call outs will result in disciplinary action up to and including termination.

REPORTING OF HOURS AND OVERTIME

Daily job sheets must be turned in at required intervals to ensure credit for hours worked. If you have any questions or concerns, bring them to the attention of the Payroll or Human Resources Departments.

Each pay period is seven (7) days. Paychecks issued each Friday are for the workweek ending the previous Friday. Overtime by non-exempt employees must be approved prior to it being worked by either the employee's immediate job supervisor or senior management. Failure to have overtime hours approved prior to them being worked is grounds for disciplinary action up to and including termination.

Terra Contracting classifies employees for purposes of reporting time worked and for ensuring proper compensation under Nevada law and the Fair Labor Standards Act (FLSA). Employees at Terra Contracting are categorized under one of the following classifications:

Non-Exempt Hourly Employees

Generally, time that non-exempt hourly employees work in excess of forty (40) hours during the normal workweek is considered overtime and will be compensated at a rate of time and one half. Federal law does not permit compensatory time to be substituted for overtime worked over 40 hours in a workweek.

Exempt Employees

Exempt employees are paid a fixed salary that is intended to cover all compensation to which they are entitled. Because they are exempt from the overtime provisions of the FLSA, and Nevada law, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation. Neither extra compensation nor compensatory time off will, under any circumstances, be owed or become payable to an exempt employee upon separation of company for any reason.

Our goal is to compensate our employees with reasonable and equitable wages and salaries, comparable to similar positions within the industry and region. Employees may not request "side money" nor accept gifts or gratuities of any kind from a customer or supplier. (See Conflicts of Interest Policy for more information)

PERSONNEL RECORDS AND PROCEDURES

The Human Resources Department maintains complete personnel records on all employees. It is essential that any change in your name, marital status, address, telephone number, tax exemptions and additions or deletions in insurance policies through marriage or birth/adoption of a child be reported to Human Resources immediately so that our records can be kept current.

Inability to reach you may cause loss of work or failure in delivering important or emergency messages. You are required at all times to provide a current telephone and/or message number where you can be reached.

COMPENSATION

One of the primary goals of Terra Contracting is to pay employees a fair and equitable wage or salary. In establishing wage/salary ranges, every attempt is made to recognize the relative value of various jobs within the Company.

Pay increases are not automatic but are granted on the basis of performance. Wage/salary increases are intended to reward above average job performance and are not given solely on the basis of length of service. It should be clearly understood that pay increases are discretionary with management and are not considered automatic.

ABOUT UNIONS

The Company encourages fair and equitable treatment of all its employees and believes that open communication can best be achieved when one is free to discuss issues and concerns on an individual, person to person basis. At Terra Contracting, employees are encouraged to communicate with management and management, in turn, will fulfill its vision of creating an exceptional work environment.

The Company believes that each individual employee should understand that the right to think and speak for one's self, without the interference with others, is quite important. Oftentimes, employee's concerns are not reflected by what a third party wants in other companies and even other cities. Fair treatment, competitive wages and benefits, as well as the right to think and speak for one's self are powerful motivators that many employees have realized are important enough considerations to remain free of union intervention. Since less than ten percent (10%) of the United States private workforce is unionized, it is not hard to understand why many employees and companies are agreeing that UNION FREE IS PRO EMPLOYEE.

Nevada is a "Right to Work" state. As such, employees in Nevada are not required to join a union or pay union dues or initiation fees to obtain or maintain a job or to enjoy their company-provided benefit package, even when that job is restricted by a collective bargaining agreement. However, once a company is unionized, the union speaks for every employee in the unit and, as a matter of law, is the exclusive agent in dealing with the employer on all matters pertaining to wages, hours, benefits and working conditions.

Terra Contracting is a non-union employer and is proud of the benefits and wages it is able to offer its employees. Many times, in a union property, the costs of operating the business go up. Obviously, increased administrative expenses do not result in better wages and benefits. In fact, increases in operation expenses impact an employer's ability to offer a first rate wage and benefit package. If the Company somehow becomes unionized, all wages and benefits would be subject to negotiation. Therefore, in such a circumstance, we would not be able to guarantee that the benefits presently being offered to Company Employees will continue.

The choice to belong or refrain from belonging to a union is that of each individual employee. The freedom to choose and speak for one's self belongs to each employee and is protected

under law. The Company urges all employees not to throw it away or give it up lightly. The Company trusts in its employee's good judgement.

YOUR BENEFITS

Terra Contracting offers its regular full-time employees group insurance including health, major medical, dental, vision and life insurance. Dependent coverage, including coverage for domestic partners, at group rates, is available for those employees who wish to obtain the additional coverage at greatly reduced rates. Employees are eligible to enroll in these plans the 1st of the month following 60 days from the employee's date of hire.

It is the responsibility of the employee to accept or decline company health insurance and provide the necessary paperwork when eligible.

Further information available in the Human Resources Department.

PAID TIME OFF

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for any purpose the employee chooses, such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and any other activity requiring time off.

PTO starts accruing upon hire date at a rate of 0.01923 hours per hours worked and is available for use after 90 days of full time service. All hours accrued after that time can be used in the pay period following the period in which they are accrued.

Accruals are based upon paid hours of up to 2,080 hours (40 hours per week) per year, excluding overtime. Employees working less than 40 hours per week will earn PTO hours on a prorated basis.

We believe it is important to take advantage of time off for emotional and physical wellbeing. Once PTO is accrued, it must be used within at least the following year, the maximum accrual-based PTO that can be banked at any one point is not to exceed 80 hrs.

PTO will not accrue on unpaid leave, FMLA/ADA leave, or Worker's Compensation.

Employees cannot borrow against their PTO bank; therefore, advance leave is not allowed. Employees who resign or are terminated will not receive payment of any accumulated PTO time.

PTO requests are subject to your supervisor's approval, including consideration of anticipated workload and seniority.

When possible, PTO should be scheduled in advance. If the frequency of unscheduled absences becomes excessive, corrective actions will be taken, up to and including termination.

Level I Employees (Owner/CEO; President; COO; Controller; Construction Manager; Will receive 40 additional hours of PTO annually at their anniversary date (not accrual-based)

Level II Employees (Senior Superintendents; Superintendents; Senior Project Managers; Project Managers; Estimators; Accounting Personnel; Safety Manager; Human Resources Manager; Safety Specialist):

- After completion of 3 years of service, employee will receive additional 40hrs of PTO annually at their anniversary date (not accrual-based)

HOLIDAYS

The Company currently recognizes the following Federal and State Holidays:

New Years Day	Presidents Day	Memorial Day
July 4th (Independence Day)	Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day	

The office may be closed on these days, check with your direct supervisor for work schedules for your department or crew

SICK LEAVE

All salaried exempt employees with one year of continuous employment receive an allotment of 2 paid sick leave days per calendar year (available January 1st of each year). Salaried exempt employees with less than one year continuous employment will accrue one day per every six months until their one year anniversary date. Sick leave may be used for an employee's personal illness, well-care and medical and dental appointments. Sick leave may also be used for illness and well-care of an employee's immediate family (such as spouse, domestic partner, children, mother, and father). If the employee is on leave under the Family and Medical Leave Act (FMLA), sick leave (as well as annual/vacation leave) must be used initially as part of the FMLA leave.

Unused sick leave has no cash value; employees are not paid for unused sick leave upon termination of employment.

If the employee is absent unexpectedly due to personal or a family member's illness, he/she must call his/her Supervisor or the Human Resources Department immediately, or no later than 7:00 a.m.

Any employee who takes a sick leave absence in excess of three consecutive working days must present medical documentation for the absence.

LEAVES OF ABSENCE

The Company allows employees to take approved leaves of absence of up to a total of thirty (30) days without pay, provided the Company is able to accommodate the request based upon work load and other considerations, and the employee meets the conditions of this policy. A Leave of Absence Form must be completed and submitted to the Human Resources Department at least two (2) weeks in advance of the proposed start of the leave, except in cases of emergency. Leave of absence is limited to a maximum of thirty (30) days. If an employee's leave of absence exceeds thirty (30) days, and the employee does not qualify for

some other form of leave, the employment will terminate, the employee must reapply, and if hired, will be deemed to be a new hire. This policy does not apply to approved leaves pursuant to FMLA, ADA, Worker's Compensation or other applicable federal or state statutes.

BEREAVEMENT LEAVE

I. OBJECTIVE

Terra Contracting's Bereavement Leave policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members and coworkers.

II. SCOPE OF POLICY

All full-time, active employees and part-time regular employees are eligible for bereavement leave under this policy after 6 months of employment, as follows:

- Employees are allowed up to 3 consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse/domestic partner, child, father, father-in-law, mother, mother-in-law, brother, sister, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter
- Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, or spouse's grandparent.
- Employees may receive additional time off from regularly scheduled duty when approved by their supervisor and Human Resources. An employee may, with management approval, use any available vacation for additional time off as necessary.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the Company. To be eligible for pay under this provision, the employee must attend the funeral of the deceased regular employee or retiree and have explicit approval from their immediate supervisor.

III. PROCEDURE

1. An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately and complete the Time Off Request Form indicating Bereavement Leave.
2. Granting of additional bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, and overtime.
3. Bereavement leave is subject to unusual business needs or staffing requirements.
4. To be eligible for paid bereavement leave, the employee must attend the funeral of the deceased person.
5. The Department of Human Resources, the Chief Operating Officer, and the President has authority to change, modify or approve exceptions to this policy at any time with or without notice.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 workweeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a rolling 12-month period for specified family and medical reasons.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company;
2. Have worked at least 1,250 hours for the Company over the preceding 12 months; and
3. Work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly-born child;
2. Placement of a child with the employee for adoption or foster care;
3. To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition; or
4. Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

Duration of Leave

Eligible employees may receive up to a total of 12 workweeks of FMLA leave during any "rolling" 12- month period, measured backward from the date of any FMLA leave. Employees taking FMLA leave must concurrently use any paid sick leave and vacation time available to them, after which the remainder of the FMLA leave will be unpaid. Worker's Compensation leave will also be concurrent with FMLA Leave.

FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

You may take FMLA leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary for your own or immediate family member's serious health condition with Company approval. Intermittent leave is 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. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Company's operations.

Benefits during FMLA Leave

You will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of an FMLA leave. Previously accrued leave may be used concurrently with FMLA leave.

Maintenance of Health Benefits

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

Job Restoration

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

Notice and Medical Certification

When seeking FMLA leave, you must provide:

1. thirty (30) days' advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave;

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of the Company's request to provide the certification. If you fail to do so, we may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic recertification may also be required;

3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Failure to Return after FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement will be subject to termination of employment and charged health care premiums.

MILITARY LEAVE

All employees entering the armed forces of the United States of America or a called to active duty will be granted a leave of absence, with re-employment rights, as governed by applicable State and Federal Laws.

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage under the plan during your Military Leave on the same terms as if you had continued to work. 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 an employee and family.

JURY DUTY

Terra Contracting encourages its employees 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.

If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan the work schedule 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 compensation you receive from the Court for jury duty, for up to one week per year. Unless other arrangements are made, the Company will pay you your basic rate of pay for the time you are called to jury duty (up to one week), or you are required to sign over compensation you receive from the Court to Terra Contracting.

Employees 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 LEAVE

When an employee is subpoenaed as a witness for a court or other legal proceeding during the employee's regular work hours or must appear in court in a case where the employee is the plaintiff, a leave of absence without pay will be granted for the duration of time needed for the employee to fulfill that obligation. If the employee is subpoenaed or otherwise required to appear due to a court or other legal proceeding arising from the employee's employment with Terra Contracting, the employee will receive his or her basic rate of pay for time served, including all reasonable travel time. The following conditions apply:

1) The employee must provide proof of the subpoena. For the purpose of work-related testimony, a copy of the subpoena must be provided upon receipt and submitted to the employee's immediate supervisor and to Human Resources.
2) The employee must provide as much notice as possible of the date(s) the employee will be absent.

3) Employees are expected to return to work immediately after they are notified that their presence in the court or legal proceeding is no longer needed. Failure to return to work immediately can result in disciplinary action up to and including termination.

4) Employees whose absence pursuant to a subpoena will extend more than one day must personally contact their supervisor daily to report their schedule. Failure to do so may result in corrective action up to and including termination.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Company recognizes its vested interest in the ability of employees to work at or close to their full potential. We strive to ensure our employees are healthy both mentally and emotionally.

To this end, the Company provides confidential and voluntary assistance through its employee assistance program (EAP) to all employees and their family members who may be faced with challenges of financial concerns, legal issues, alcohol or drug addictions, marital problems, illness of a family member, emotional worries, childcare problems, etc. For the welfare of employees as well as for effective business operations, the Company encourages its employees to take advantage of this valuable benefit.

When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems impacting work performance, the supervisor may counsel the employee in consultation with human resources with an end toward resolving the situation. If the circumstances warrant, the employee may be referred to the EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at the Company may be contingent on the employee's calling the EAP for assistance.

Voluntary participation in the EAP does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following company policies and procedures or from meeting required standards for satisfactory job performance except where specific accommodations are required by law.

All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent on calling the EAP, the EAP counselor will only verify whether the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment. Information given to the EAP counselor may be released to Company's Human Resource Manager only if requested by the employee in writing. All counselors are guided by a professional code of ethics.

To utilize this program or to learn more about the EAP, please inquire with HR for all contact information.

EMPLOYEE TRAINING & CERTIFICATIONS

Employee training varies among levels of employment. For the purpose of discussion, laborers are trained on-the-job and require training only as needed for job performance and safety.

Other employees, such as management and supervision, truck drivers, operators, pipe fitters, etc., may require additional training and certifications.

Employees hired or promoted to professional positions are expected to maintain certifications and training in accordance with the governing authority for the specific accreditation. Failure to maintain requisite certifications may result in corrective action up to and including termination.

Terra Contracting will provide, at its discretion, training or reimbursement for training for Company required professional certification. Determination of company required versus professional position training is based on company needs. At no time will Terra Contracting reimburse employees for accreditation without prior written approval by the Human Resources Department. For more information on Educational Reimbursement Policy, refer to Addendum A.

STANDARDS OF CONDUCT

Our Standards of Conduct are set forth in writing in an effort to inform you of the minimum standards required for all employees. While we are providing a list of standards we believe are important to maintaining the values of the Company, this list should not be considered all inclusive, and these are not the only standards governing employees' conduct in the course of employment or at company-sponsored events. Please consult with your immediate supervisor, superintendent, general superintendent, or the office of Human Resources if you are uncertain or unclear as to what may constitute a violation of Company Standards of Conduct.

Management reserves the right to interpret these standards and how and/or whether they apply in a particular situation. Management also reserves the right to discipline or terminate employees for any reason, in its sole discretion, management deems to be appropriate, whether or not the employee's conduct violates one of these standards. Management retains the authority to make decisions regarding employee discipline. Corrective/disciplinary action may consist of any of the following: Warnings (verbal or written), suspension pending investigation, suspension (with or without pay), and termination. Management reserves the right at all times to terminate employment immediately, with or without cause and with or without progressive discipline. By setting forth these standards, management does not intend to change or abrogate the "at-will" employment relationship set forth earlier. Any questions regarding Company Standards of Conduct, their application or interpretation should be addressed to the Office of Human Resources.

Violations of the following standards may result in disciplinary action, up to and including immediate termination, at the discretion of management:

1) *Insubordination or refusal to perform tasks associated with one's job; Failure to perform work assigned; Failure to carry out or follow instructions.*
2) *Foul, abusive language or malicious/false statements.*
3) *Any act of violence; threats, verbal or physical abuse/violence.*
4) *Negligence or the non-performance of one's job duties, including sleeping on the job.*
5) *Dishonesty of any kind.*
6) *Immoral or indecent language or conduct that discredits the reputation of the company or its employees.*
7) *Violation of Company's Drug and Alcohol-Free Workplace Policy.*
8) *Misuse or destruction of property belonging to the company, another employee, vendor/supplier or customer; Tampering with, destruction of or rendering unusable*

any Company-provided electronic equipment, including but not limited to GPS, , Cellular Phones, , Radios, etc.

9) *Providing false or misleading documentation (i.e., false Identification; etc.); Knowingly falsifying or omitting information in reports, personnel records, accident reports or other company records/documents including electronic documentation.*

10) *Theft of company property, vendor/supplier property, or the property of Terra employees, clients, or customers. Unauthorized removal of company property or property belonging to another company or individual from the worksite or from company property; unauthorized borrowing or other use of company services or equipment.*

11) *Violation of company policy in relation to confidentiality, non-competition, or any other established policy.*

12) *Leaving work area without permission; wasting time during work hours or otherwise being non-productive.*

13) *Excessive unexcused absences*

14) *No-call/no-show*

15) *Job abandonment.*

16) *Habitual tardiness, arriving to work after the start of one's shift without prior approval.*

17) *Failure to observe established health and safety rules or otherwise putting another person or the company at risk of injury or death.*

18) *Failure to use equipment and tools with caution.*

19) *Failing to report an unsafe working condition/environment or piece of equipment in a timely fashion.*

20) *Failure to possess and utilize the Company and agency required Personal Protective Equipment (PPE).*

21) *Failure to report damaged, missing, lost or stolen equipment, including vehicles or tools.*

22) *Willful damaging or destruction of company provided equipment or failure to protect tools and equipment provided by Terra Contracting.*

23) *Failure to cooperate with internal investigations.*

24) *Creating or contributing to an unsafe work environment or an environment in which members of the general public may be affected (i.e., roadways, etc.).*

25) *Discourtesy, rudeness, or other improper conduct directed toward customers, vendors, or fellow employees.*

26) *Failure to notify your supervisor, superintendent, or Human Resources Manager of any circumstances (i.e., arrest, sudden illness or emergency) that will prevent the employee from coming to work or otherwise leaves company equipment unsupervised or unavailable for company use.*

27) *Unsatisfactory workmanship.*

28) *Violation of Terra's Solicitation and Distribution Policy, and/or Harassment/Discrimination Policy.*

29) *Willful disregard of Company policy or laws within local, state, federal or other jurisdictions.*

30) *Fraud against the Company, its employees, vendors, suppliers, customers, or clients.*

31) *Illegal dumping on or off-site.*

32) *Refusal to submit to drug/alcohol testing, and/or failure to pass drug testing.*

CONFLICTS OF INTEREST

It is the policy of the Company to prohibit employees from engaging in any activity, practice or act which potentially conflicts with the interests of the Company or its customers and clients. Situations which create an actual conflict of loyalty or interest or even the appearance of such a conflict must be avoided unless approved in advance in writing by the President. It is not feasible to specify all possibilities which may give rise to a conflict of interest. It will be up to the individual employee when in doubt to err on the side of reporting the situation Human Resources for potential waiver. The following are examples of certain types of more serious potential conflicts:

1. Involvement, directly or indirectly, with outside commercial interests which could influence the decision or actions of any employee and the performance of his/her job.

2. Acceptance by an employee or employee's family member of gifts, entertainment, or factors which go beyond common courtesies usually associated with accepted business practice which could place the employee under obligation to a vendor or other persons seeking to do business with the Company.

3. Maintenance of an interest by an employee or a relative of an employee or a member of the employee's household in a business with which the Company currently does business or is about to have dealings.

4. Performance of work, even part-time, by an employee of the Company in any other competitive commercial enterprise.

5. Maintenance by an employee or a relative of the employee or a member of the employee's household of an ownership interest, directly or indirectly, in any vendor which supplies goods or services to the Company.

6. The employment by a competitor of an employee's spouse, relative or member of the employee's household.

EMPLOYMENT OF RELATIVES

Management of Terra Contracting appreciates that employees often have a desire to assist relatives in seeking employment and recognizes that our employees' relatives often become

capable and loyal employees themselves. However, Company management has sole discretion with respect to the employment of relatives, married individuals, domestic partners or cohabitants is essential in order to avoid even the appearance of conflicts of interest which may adversely affect Company or its employees. Therefore, the employment of relatives (or persons living together as domestic partners) within the Company may be prohibited if such employment, in management's view, might create a potential conflict of interest.

ANTI-HARASSMENT POLICY

The Company is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Company strictly prohibits, and has a zero tolerance for all forms of harassment, including without limitation: harassment on the basis of race; religion; color; sex/gender; national origin; uniform services member status; pregnancy; age; genetic information; disability; or any other protected status in accordance with all applicable federal, state, and local laws.

The Company's policy against unlawful harassment applies to all employees, including supervisors and managers. The company prohibits managers, supervisors, and employees from harassing co-workers. The Company likewise prohibits its customers, vendors, suppliers, independent contractors and other doing business with the Company from harassing our employees.

Violation of this policy will be subject to an employee to disciplinary action, up to and including termination.

Harassment is defined as unwelcomed verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Unlawful harassment is conduct that denigrates, or that shows hostility or aversion toward an individual because of any legally protected characteristic, and can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical (including physically threatening another, blocking someone's way, etc). Because it may at times be difficult to precisely define unlawful harassment, employees are expected to behave at all times when working, and when engaging with others with whom they may come into contact while working, in a professional and respectful manner.

Examples of what Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment on the basis of and/or 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, you are required to ask your supervisor or another member of management.

Sexual Harassment deserves special mention, as it is a specific form of unlawful discrimination. It is *not* limited to conduct occurring between members of the opposite sex. "Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
b) Such advances, requests or conduct have the purpose or effect of substantially interfering with an individual's work performance or creating and intimidating, hostile, or offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment as sexual harassment, includes a broad spectrum of conduct, by way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include the following:

- Requests for sexual favors and/or unwanted sexual advances;
- Conditioning any term of work (such as pay, assignments, promotions, duties, or shifts) on the giving of sexual favors;
- Offering an employment benefit (such as a raise or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in and/or refusal of sexual activity;
- Visual conduct, such as leering, making sexual and/or obscene gestures, and/or displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- Verbal sexual advances propositions, requests or comments;
- Sending or disseminating sexually explicit text messages, emails, or voicemails;
- Touching of any part of another's body when it is made known that such touching is unwelcomed;
- Insisting that another employee socialize with your after being told that he/she isn't interested;
- Showing or sending sexual pictures over the internet ("sexting") by any means (including though Snapchat and other such social media applications) when you should know that it is unwanted;
- Writing sexually suggestive notes, letters, or electronic messages when you should know the person does not want them;
- Referring to or calling a person a sexual names when you should know he/she does not like it;
- Telling sexual jokes or using sexually vulgar or explicit language in the presence of a person when you know or should know that the person does not like such behavior;
- Describing or reporting sexual experiences to others when you should know that it is unwelcomed;
- Making derogatory remarks or engaging in harassing behavior relating to a worker's sex, sexual orientation, or gender identity;
- Off-duty conduct which fits these examples and which affects the work environment;
- 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; and
- Physical contact, such as touching, groping, assault, or blocking movement.

All forms of unlawful harassment (including sexual harassment) discussed above are prohibited by this policy. All employees of the Company, irrespective of their position or title, are strictly prohibited from engaging in any forms prohibited conduct. Employees found to have violated this policy against unlawful harassment (sexual or otherwise) are subject to discipline, up to and including termination of employment.

At the same time, making of intentionally false and/or malicious claims of discrimination or harassment, and/or the making of knowingly false statements during the course of an investigation regarding claims of discrimination or harassment, will also not be tolerated, and may be the basis for discipline up to and including termination of employment.

NON-DISCRIMINATION POLICY

The Company policy further prohibits discrimination based on rase; religion color; sex/gender; national origin; uniform services member status; pregnancy; age; genetic information; disability; and/or any other protected status in accordance with all applicable federal. state, and local laws.

As related to harassment and/or discrimination, all employees must comply with all rules, regulations, and orders specified below and all related requirements:

- Title VI of the Civil Rights Act of 1964 and related rules, regulations, and orders of general applicability;
- Executive Order 11063, Equal Opportunity in Housing, issues by the President of the United Sates on Nov 20, 1962;
- Title VII of the Civil Rights Act of 1968;
- Title VIII of the Civil Rights Act of 1968, as amended;
- Fair Housing Law of 1968, in accordance with applicable rules and regulations of the Federal Housing Administration;
- The implementing rules and regulations of the Department of Labor (41 CFR Part 60-1) and the Department of Housing and Urban Development (24 CFR Part 130)
- Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA)

Policy Against Retaliation

The Company is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged 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;
- Providing informal notice to the Company regarding alleged unlawful activity;

- Assisting another employee who is engaged in any of these activities; and
- Ostracizing the person, pressuring the person to drop or not support the complaint, adversely changing that person's job duties or work environment, and similar types of conduct.

If you feel that you are anyone else has been or is being retaliated against, you are required to immediately report said conduct to a manager or through the Company's Hotline. See the complaint procedure described below.

In addition, the Company encourages individuals who believe they are being or have been subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome, and to request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Company requires the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained for harm is caused. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment and/or discrimination. Accordingly, any employee to experience, witness, or learns of any act of discrimination, harassment and/or retaliation is required to report said incident to their immediate supervisor, any Company manager, and/or through the Company's hotline: 877-814-7427 (or 800-216-1288 in Spanish).

All reported allegations of unlawful harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Company will maintain confidentiality throughout the investigatory process to the extent possible, and consistent with adequate investigation and appropriate corrective action.

HOTLINE REPORTING*:*

English: 877-814-7427
Spanish: 800-216-1288

Email: standard-reports@mitratech.com
(include company name with report)

HOTLINE REPORTING POLICY

The Company is committed to the highest possible standards of ethical, moral and legal business conduct. In conjunction with this commitment and The Company's commitment to open communication, this policy aims to provide an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing in good faith. However, if an employee feels that their anonymity is not required then they should follow our existing grievance procedure.

The whistleblowing policy is intended to cover serious concerns that could have a large impact on The Company, such as actions that:

- May lead to incorrect financial reporting;
- Are unlawful;
- Are not in line with the Company policy, including the Code of Business Conduct; or
- Otherwise amount to serious improper conduct.

SAFEGUARDS:

Harassment or Victimization

Harassment or victimization of individuals submitting hotline reports will not be tolerated.

Confidentiality

Every effort will be made to protect the reporter's identity by our hotline vendor. Please note that the information provided in a hotline report may be the basis of an internal and/or external investigation by the Company into the issue being reported. It is possible that as a result of the information provided in a report the reporter's identity may become known to us during the course of our investigation.

Anonymous Allegations

The policy allows employees to remain anonymous at their option. Concerns expressed anonymously will be investigated, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

Malicious Allegations

Malicious allegations may result in disciplinary action.

PROCEDURE:

Reporting

The whistleblowing procedure is intended to be used for serious and sensitive issues. Serious concerns relating to financial reporting, unethical or illegal conduct, should be reported in either of the following ways:

- Website: www.lighthouse-services.com/terracontracting
- English speaking USA and Canada: (877) 814-7427
- Spanish speaking North America: (800) 216-1288
- E-mail: standard-reports@mitratech.com (must include the Company name with report)
- Fax alternative for written documents: 215-689-3885 (must include the Company name with report)

Reporters to the hotline will have the ability to remain anonymous if they choose. Please note that the information provided by you may be the basis of an internal and/or external investigation into the issue you are reporting, and your anonymity will be protected to the extent possible by law. However, your identity may become known during the course of the investigation because of the information you have provided. Reports are submitted by Lighthouse to The Company or its designee and may or may not be investigated at the sole discretion of the Company.

Employment-related concerns should continue to be reported through your normal channels such as your supervisor or HR representative.

Timing
The earlier a concern is expressed, the easier it is for us to take action.

Evidence
Although you are not expected to prove the truth of an allegation, the employee submitting a report needs to demonstrate in their hotline report that there are sufficient grounds for concern.

HOW THE REPORT WILL BE HANDLED:

The action taken will depend on the nature of the concern. Owners and executives receive a copy of each report and follow-up reports on actions taken by the Company.

Initial Inquiries
Initial inquiries will be made to determine whether an investigation is appropriate, and the form that it should take. Some concerns may be resolved by agreed upon action without the need for an investigation.

Feedback to Reporter
Whether reported directly to The Company personnel or through the hotline, the individual submitting a report will be given the opportunity to receive follow-up on their concern:

- Acknowledging that the concern was received;
- Indicating how the matter will be dealt with;
- Giving an estimate of the time that it will take for a final response;
- Telling them whether initial inquiries have been made;
- Telling them whether further investigations will follow, and if not, why not.

Further Information
The amount of contact between the individual submitting a report and the body investigating the concern will depend on the nature of the issue, the clarity of information provided, and whether the employee remains accessible for follow-up. Further information may be sought from the reporter.

Outcome of an Investigation
At the discretion of The Company and subject to legal and other constraints, the reporter may be entitled to receive information about the outcome of an investigation.

WORKPLACE SAFETY

The safety of our employees is foremost among our concerns. You are required to follow training and safety practices and to correct or report any unsafe conditions to your supervisor, superintendent, general manager, or the safety director. The responsibility for safety lies with each of us.

You have been provided a Safety Manual. You are required to be familiar with the Safety Manual and to have a copy available to refer to should questions of job safety arise. Any concerns or complaints regarding unsafe practices, behaviors or unsafe conditions must be reported immediately to your immediate supervisor, superintendent or Safety Manager.

In the event of a life-threatening emergency, **employees are to call 911 for assistance**. It is the responsibility of each employee to know where communication equipment is available on each job site prior to working that job. Safety Data Sheets (SDS) are also provided on each truck and available at the office. Each employee is responsible to know where SDS are located.

Failure to respond accordingly or willful neglect with regards to safety administration may result in disciplinary action up to and including termination.

VIDEO SURVEILLANCE

The Company uses video recording and surveillance equipment (including sound recording). The aim of video & sound surveillance is to ensure safety & security of Company staff and property. It creates a safe and secure environment by ensuring the following:

- Enhancing confidence and commitment to the security of premises.
- Detecting offenders & preventing crimes, theft, sabotage, and/or burglary within the facility.
- Providing evidence for any investigation including law enforcement and offender's prosecution.
- Preventing and responding effectively to any crises and behavior that poses a threat to the safety and welfare of employees.

Surveillance is to be used in a strictly professional, ethical and legal manner, avoiding unnecessary intrusions upon individual liberties such as privacy.

DRUG AND ALCOHOL-FREE WORKPLACE POLICY

We will not tolerate the use of illegal drugs, misuse of lawful drugs, and/or other mind-altering substances by any employee. Nor will we tolerate our employees being under the influence of alcohol or drugs during working hours. Our employees may be required to submit to drug screens, bloods tests, and other tests or medical examinations under the following circumstances: a) when an employee is suspected of working or reporting to work under the influence of alcohol or with illegal drugs or other mind-altering substances in his or her system; or b) when an employee suffers an on-the-job injury or is involved in an accident/incident while at work; or c) on a periodic or random basis. The presence of any illegal drug or other mind-altering substance in the body is a violation of this policy. Refusal of an employee to promptly undergo testing or to cooperate fully with any of these tests is also a violation of our policy, that may result in discipline up to and including termination.*

Our employees are also prohibited from possession, using, selling or purchasing illegal drugs or other mind-altering substance on Company property, at Company worksites, in Company vehicles and/or while on duty or on Company business. Off-premises possession, use, sale or purchase of illegal drugs or mind-altering substances outside of working hours may reflect unfavorably on the Company's reputation and is also prohibited. Our employees are also prohibited from drinking alcohol or being under the influence of alcohol during working hours or on Company property, at Company worksites, in Company vehicles, and on Company business.

This policy does not prohibit the proper use of medication under the direction of a physician, excluding marijuana and its derivatives. However, the misuse or abuse of such drugs is prohibited. Employees who are taking prescription or nonprescription drugs which could affect their ability to perform their job in a safe and efficient manner must notify the Safety Department or Human Resources Department, before reporting for duty at the worksite.

In order to protect the safety and property of all employees, the Company reserves the right to inspect employees' lockers, toolboxes, desks and cabinets as well as motor vehicles, personal and/or Company owned, and any other personal belongings brought onto Company property or to the worksite. Failure to cooperate with such inspections is a violation of this policy.

*Violation of any aspect of the Company's Drug and Alcohol-Free Workplace Policy will result in discipline up to and including immediate termination.

At management's discretion, an employee who violates this policy will be placed on unpaid suspension immediately. Upon investigation, management may terminate the employee, or may, at its discretion, allow the employee to return to work subject to certain conditions, including, but not limited to, obtaining, and successfully completing a drug or alcohol treatment program. Failure to comply and or successfully complete such a program may be grounds for immediate termination.

DRUG AND ALCOHOL-FREE POLICY (DOT ADDENDUM)

For federally regulated employees and/or employees assigned to utility projects, the following provisions are incorporated into the Company's Drug and Alcohol-Free Workplace Policy. This Addendum is in addition to and does not limit Alcohol-Free Workplace Policy. Policy includes no smoking tobacco or use of vapor devices within the building(s).

It is a violation of company policy to be under the influence of alcohol or any illegal substance while in the workplace. In addition to the Policy described above, it is the policy of this company to administer drug testing under the following conditions:

1. Prior to employment known as Pre-employment Testing.
2. Should management have reasonable suspicion or probable cause that the abuse, use or possession or sale of drugs or alcohol exists to the extent that it is impacting the productivity of an employee or rumor/suspicion of drug use by more than one employee.
3. Should an employee be involved and at fault or would be considered at fault using SWG/DMV/DOT/Highway Patrol standards in an accident or incident, which causes injury or damage to property, including any utilities (Gas, water, sewer, power, phone, fiber optic, etc.), will be subjected to a Drug Screening test. The drug screening test will be deducted from the employee's next available payroll check at the cost of $58.00.
4. Employees company-wide, including those Department of Transportation (DOT) and Southwest Gas (SWG) employees will be chosen at random by third-party administrator (TPA) for drug testing.

Any and all questions regarding the company's Drug Testing Program should be directed to the Company's Human Resource/Safety Department at (702) 651-8100. In addition, any employee concerned about potential violations of the Company's Drug and Alcohol-Free Workplace Policy (including testing) should report their concerns immediately to the Company's Human Resources/Safety Department at the above noted number or through Anonymous Hotline Reporting

STANDARDS FOR USE OF COMPANY VEHICLES & EQUIPMENT

Proper vehicle and equipment operations are essential to the safe and efficient operations of any company.

Vehicle and equipment safety is outlined in the **Workplace Safety Program Handbook** and will not be repeated here. Refer to the **Workplace Safety Program Handbook** for safety guidance.

Gas cards will be issued to employees for the purchase of fuel for Company vehicles and for employee's whose scope of works requires that they operate their personal vehicles for business purposes. The Company will review all fuel bills on a monthly basis to determine compliance with this policy. Employees will be held liable for any other unauthorized purchases, including personal use, charged to the Company. Notify your supervisor and the Purchasing Department immediately if your gas card is lost or stolen.

Any employee who drives a personal vehicle, regardless of the type, for Company purposes must maintain and furnish upon request, proof of current auto insurance consistent with the practices of the State of Nevada's Department of Motor Vehicles. Contact Human Resources to learn of minimum coverage required.

Driving Company-Provided Vehicles

While driving Company vehicles, employees must comply with all traffic regulations, be conscious of road safety and demonstrate safe driving and other good road safety habits. The following actions in Company vehicles will be viewed as serious breaches of conduct, resulting in discipline up to and including termination:

- Drinking or driving under the influence of alcohol or drugs while driving;
- Driving while disqualified, on suspension, or not correctly licensed;
- Reckless or dangerous driving, causing an accident, including causing death or injury;
- Failing to stop after a crash/accident;
- Any traffic infractions, violations, citations and/or other actions which warrant suspension of a license;
- Conduct that would be deemed inappropriate (i.e., fighting, cursing, etc.) following an incident/accident;
- Allowing unauthorized passengers to ride in the Company vehicle.

VEHICLE/EQUIPMENT IDLING GUIDELINES

Idling of vehicles wastes fuel, creates pollution, and causes premature engine wear. It is every employee's responsibility to minimize fleet operating costs while reducing harmful effects to the environment. Violators are subject to disciplinary action.

Company owned vehicles will not be parked with the engine running unless it is essential for performance of work. Exceptions are during an initial engine warm-up period and during periods of extreme cold or hot weather. If engines must be left operating for any reason, the operator shall remain with the unit.

For additional guidelines regarding idling policy and seasonal durations, please contact Operations Department.

INSPECTIONS, SEARCHES, COMPUTERS, E-MAIL, CELL PHONES and VOICE MAIL

Company vehicles, equipment, lockers, desks, computers, filing cabinets/storage facilities, files, etc. remain the property of the Company and may be subject to Company-initiated searches at any time without notice.

Terra Contracting's computers (including computers equipped for internet access), E-mail, Cell phones and voice mail systems are to be used for Company business only. The Company may access and read or listen to all computer files (including internet access logs and caches), E-mail and voice mail at any time without notice. The Company will review all Cellular Phone bills on a monthly basis to determine compliance with this policy.

Employees and their possessions, including their vehicles located on Company property, are subject to Company-initiated searches at any time and without notice if management has reason to suspect that any employee(s) may be in violation of the law or Company policy.

SOLICITATION & DISTRIBUTION

In order to prevent disruption in the operation of our business, interference with work and inconvenience to customers or other employees, the Company has instituted the following **NO SOLICITATION / NO DISTRIBUTION** policy:

A. Solicitation for any cause, or distribution of literature of any kind, during working time, and/or working areas is not permitted. Neither may an employee who is not on working time, such as an employee who is on lunch or on break, solicit an employee who is on working time for any cause or distribute literature of any kind to that person.

B. Whether on working time or not, no employee may distribute literature of any kind in any working areas of our business.

C. Solicitation and/or distribution of literature for any purpose by non-employees on Company premises are strictly prohibited.

D. The Company may occasionally make exceptions to this policy and permit solicitation or distribution for charitable causes such as the United Way.

NOTE: This Policy does not apply to communications from Company management or to activities conducted by the authority of Company management.

Weapons-Free Workplace Policy

To ensure the safety of all employees, contractors, and visitors, the possession, use, or distribution of any weapons, firearms, or any items deemed to be dangerous are strictly prohibited on all company premises, including job sites and vehicles. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Workplace Attire Policy

General Dress Code Guidelines

1. Footwear
- Open-toed shoes (e.g., sandals, flip-flops) are not permitted.
- Footwear such as Crocs, slip-on clogs, or similar casual styles are prohibited.
- Employees working in designated areas must comply with all footwear-related safety requirements, including the use of steel-toed boots.

2. Clothing
- Shorts are not permitted.
- Clothing that exposes the midriff is prohibited.
- Pajamas, sweatpants, and other loungewear are not permitted.

3. Shirts/Tops
- Sleeveless tops are permitted if they are professional in appearance.
- T-shirts with inappropriate graphics, language, or messages are not permitted.
- Clothing that reveals the midriffs is not permitted.

4. Safety Attire
- Employees must wear designated personal protective equipment (PPE), including but not limited to steel-toed boots, hard hats, and high-visibility vests, when required by their job duties or work area safety protocols.

ADDENDUM A:
EMPLOYEE EDUCATION ASSISTANCE PROGRAM

We are pleased to announce implementation of our Employee Education Assistance Program which will reimburse current employees for continuing education through an accredited program that either offers growth in an area related to his or her current position or that may lead to promotional opportunities. This education may include college credit courses, continuing education unit courses, seminars and certification/licensing tests that are job-related.
An employee must secure at least a C grade or above or obtain a certification to receive any company reimbursement (see below for grade reimbursement breakdown) Expenses must be validated by receipts and a copy of the final grade or certification received to Human Resources Department.

Reimbursement Breakdown:

Grade*	Percentage Reimbursed
A	100%
B	75%
C	50%
D	none
F	none

*If course of study or certificate program is pass/fail,
company will reimburse at 100% for passing or complete certification only.

Eligibility
Full-time, regular employees who have completed six-months of employment are eligible under this policy.

Procedures
To receive reimbursement for educational expenses, employees should follow the procedures listed here:

- Prior to enrolling in an educational course, the employee must provide his or her manager with information about the course for which he or she would like to receive reimbursement and discuss the job-relatedness of the potential continuing education.
- A Tuition Reimbursement Request Form should be completed by the employee, and the appropriate signatures obtained.
- A copy of the Tuition Reimbursement Request Form must be submitted to HR. The employee will maintain the original until he or she has completed the educational course.
- Once the course is successfully completed, the employee should resubmit the original tuition reimbursement request form with receipts and evidence of a passing grade or certification attached.
- The HR department will coordinate the reimbursement with the accounting department.

Any questions or concerns related to this policy should be directed to the HR Department.

ADDENDUM B:
Environmental, Social, and Governance Sustainability Policies

Commitment to Community & Volunteerism Policy

Purpose: Terra Contracting Inc. recognizes the importance of giving back to the communities in which we operate. We are committed to supporting community initiatives and encouraging volunteerism among our employees. This policy outlines our dedication to community engagement and the specific activities we undertake to support this commitment.

Scope: This policy applies to all employees of Terra Contracting Inc. and covers our community involvement, volunteer activities, and philanthropic contributions.

Policy Statement: Terra Contracting Inc. is dedicated to making a positive impact on the communities we serve. We believe that our success is intertwined with the well-being of these communities and are committed to contributing to their development and prosperity. Our community and volunteerism efforts focus on supporting individuals and organizations that align with our values and mission.

Community Involvement Activities:

1. **Philanthropic Donations:**
    - **Ex-Con Workforce Reentry Programs:** We support organizations that assist ex-cons in reentering the workforce, providing them with the necessary skills and opportunities to reintegrate into society successfully.
    - **Trade Education in Local Schools:** We contribute to local schools, particularly those that promote trade education, helping to cultivate the next generation of skilled tradespeople.
    - **Youth Charities and Programs:** We donate to local youth charities and programs that provide essential services and opportunities for young people, fostering their development and success.
2. **Employee Volunteerism:**
    - **Volunteer Opportunities:** We encourage our employees to participate in volunteer activities that benefit our communities. We provide opportunities for employees to volunteer their time and skills to support local initiatives.
3. **Community Partnerships:**
    - **Collaboration with Local Organizations:** We actively seek partnerships with local non-profits, schools, and community groups to identify areas where we can provide support and make a meaningful impact.
    - **Sponsorships and Events:** We sponsor community events and initiatives that align with our values and mission, promoting community engagement and development.

Employee Participation:

- Employees are encouraged to participate in company-sponsored volunteer activities and to suggest new opportunities for community involvement.

Review and Update:

- This policy will be reviewed annually to ensure its effectiveness and relevance. Updates will be made as necessary to reflect the evolving needs of our communities and the company's commitment to social responsibility.

Conclusion: Terra Contracting Inc. is proud of our commitment to community and volunteerism. Through our philanthropic donations, support for volunteer activities, and partnerships with local organizations, we strive to make a positive and lasting impact on the communities we serve. Together, we can build a brighter future for all.

Compensation Policy: Skills and Abilities-Based Pay

Purpose

The purpose of this policy is to establish a fair and consistent framework for determining compensation based on the skills and abilities of employees in their respective roles. This policy aims to attract, motivate, and retain top talent by recognizing and rewarding employees' contributions to the company.

Scope

This policy applies to all employees and positions within the company. It covers all aspects of compensation, including base salary, bonuses, and other financial rewards.

Policy Statement

The company is committed to providing competitive compensation that reflects the skills, abilities, and performance of each employee. Compensation decisions will be made based on objective criteria to ensure fairness and equity across all positions.

Compensation Determination

Job Analysis and Benchmarking
Conduct a thorough job analysis to identify the essential duties, responsibilities, and required qualifications for each position.
Benchmark compensation against industry standards and similar positions within the market to ensure competitive pay.

Skills and Abilities Assessment
Evaluate the skills and abilities of employees through performance appraisals, skills assessments, and feedback from supervisors.
Identify key competencies required for each role and assess employees' proficiency in these areas.

Compensation Structure
Develop a compensation structure that includes base salary ranges for each position, considering the required skills, experience, and market benchmarks.
Establish criteria for additional compensation, such as bonuses or incentives, based on the achievement of specific performance goals or the acquisition of additional skills.

Performance-Based Increases
Conduct regular performance reviews to assess employees' contributions, growth, and development.
Provide merit-based salary increases and bonuses to employees who demonstrate exceptional performance and the acquisition of new skills relevant to their role.

Skill Development and Training
Encourage employees to pursue continuous learning and skill development through training programs, certifications, and professional development opportunities.
Provide financial support or reimbursement for approved training and development activities that enhance employees' skills and abilities in their roles.

Equity and Fairness
Ensure that compensation decisions are made without discrimination based on race, color, religion, gender, sexual orientation, national origin, age, disability, or any other status protected by law.
Regularly review compensation practices to identify and address any disparities or inequities.

Transparency and Communication

Compensation Communication
Clearly communicate the compensation structure and criteria to all employees.
Provide employees with information on how their compensation is determined and opportunities for growth and advancement.

Feedback and Appeals
Establish a process for employees to provide feedback or raise concerns about their compensation.
Ensure that any appeals or disputes are handled promptly and fairly.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and regulations. Any updates or changes will be communicated to all employees.

Diversity in Hiring Policy

Purpose

The purpose of this policy is to promote diversity in hiring at Terra Contracting. This policy is designed to ensure that our recruitment and hiring practices are inclusive, equitable, and reflective of the diverse backgrounds, experiences, and perspectives that strengthen our company.

Statement of Commitment

Terra Contracting believes that every individual creates diversity of thought as every individual has a different background, training, education, and life experience. Terra's focus is the hiring and recruiting of the best and brightest to build a winning team. Regardless of an individual's background, we are committed to fostering a diverse and inclusive workforce.

Objectives

- Recruit and hire a diverse workforce that reflects the communities we serve.
- Promote an inclusive work environment where all employees feel valued and respected.
- Ensure compliance with regulatory requirements and customer expectations regarding diversity.

Key Principles

1. **Inclusive Recruitment Practices**
    - Implement recruitment strategies that reach a broad and diverse pool of candidates.
    - Partner with educational institutions, professional associations, and community organizations to attract diverse talent.
    - Ensure job postings and descriptions are free from biased language and encourage applications from all qualified candidates.
2. **Equitable Hiring Processes**
    - Use structured and objective criteria for evaluating candidates to minimize unconscious bias.
    - Provide training for hiring managers and interviewers on inclusive hiring practices and the importance of diversity.
    - Ensure a diverse interview panel to provide varied perspectives in the hiring process.
3. **Diversity Measurements**
    - For regulatory bodies and customers that define diversity as being measured by skin color, Terra Contracting will collect and track our employee population by race.
    - Regularly review and analyze diversity data to identify areas for improvement and ensure accountability.

- Report diversity metrics as required by regulatory bodies and customers to demonstrate our commitment to diversity and inclusion.

4. **Promoting an Inclusive Culture**
    - Foster a work environment where all employees feel valued, included, and empowered to contribute to their fullest potential.
    - Provide ongoing diversity and inclusion training and development opportunities for all employees.
    - Encourage open dialogue and feedback on diversity and inclusion initiatives to continually improve our practices.
5. **Accountability and Continuous Improvement**
    - Set and track diversity goals and objectives to measure progress and ensure accountability.
    - Regularly review and update hiring practices to align with best practices and evolving standards for diversity and inclusion.
    - Celebrate and recognize achievements and milestones in our diversity and inclusion efforts.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and regulations. Any updates or changes will be communicated to all relevant parties.

Accountability

All employees, particularly those involved in recruitment and hiring, are expected to adhere to this policy. Non-compliance may result in disciplinary action, up to and including termination of employment.

Environmental Management Policy

Purpose

The purpose of this policy is to establish a framework for environmental management within the company, aimed at minimizing environmental impact, promoting sustainability, and ensuring compliance with environmental laws and regulations specific to the construction industry.

Scope

This policy applies to all employees, contractors, suppliers, and business partners involved in the company's operations worldwide.

Policy Statement

The company is committed to protecting the environment through sustainable practices and continuous improvement in environmental performance. We will actively work to reduce our environmental footprint and promote the conservation of natural resources in all construction activities.

Objectives

- Recycle construction materials, including asphalt, concrete, oil (motor, hydraulic, transmission, etc.), steel, and other metals.
- Track and optimize fuel utilization to prevent wasted energy and reduce CO2 emissions.
- Properly dispose of plastics and tires in compliance with environmental regulations.
- Implement and adhere to Storm Water Pollution Prevention best practices.
- Foster a culture of environmental responsibility among employees and stakeholders.

Key Principles

1. **Recycling and Waste Management**
    - Recycle asphalt and concrete to minimize landfill waste and promote the reuse of materials.
    - Recycle oil (motor, hydraulic, transmission, etc.), steel, and other metals in a responsible manner.
    - Ensure proper disposal of plastics and tires in accordance with environmental laws and best practices.
2. **Energy and Emissions Management**
    - Track fuel utilization across all operations to identify opportunities for reducing energy consumption and CO2 emissions.
    - Implement strategies to optimize fuel use, including regular maintenance of machinery and vehicles to ensure efficient operation.
3. **Storm Water Pollution Prevention**
    - Develop and implement Storm Water Pollution Prevention Plans (SWPPPs) for all relevant projects to minimize pollution runoff.
    - Obtain necessary permits and adhere to best practices for storm water management, ensuring compliance with local and federal regulations.
4. **Training and Awareness**
    - Provide regular training for employees on environmental best practices, including recycling, waste management, fuel efficiency, and storm water pollution prevention.
    - Foster a culture of environmental responsibility by encouraging employees to adopt sustainable practices in their daily work.
5. **Continuous Improvement and Compliance**
    - Regularly review and update environmental management practices to ensure continuous improvement and compliance with the latest environmental regulations.
    - Conduct audits and assessments to monitor environmental performance and identify areas for improvement.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and regulations. Any updates or changes will be communicated to all relevant parties.

Accountability

All employees, contractors, suppliers, and business partners are expected to adhere to this policy. Non-compliance may result in disciplinary action, termination of contracts, or other appropriate measures.

Equality in Compensation Policy

Purpose

The purpose of this policy is to ensure fair and equitable compensation for all employees within the organization. This policy outlines the criteria for determining compensation based on objective and subjective measurements, while prohibiting discrimination based on personal characteristics.

Statement of Commitment

Terra Contracting is committed to providing fair and equitable compensation to all employees. Compensation within the organization shall be determined based on objective measurements of tangible skills and certifications, as well as subjective measurements of experience, performance within job duties, and behavior exemplifying the company core values.

Compensation Criteria

1. **Objective Measurements**
    - Tangible skills and certifications relevant to the job role.
    - Completion of required training and certifications, as outlined in the company's compensation matrix (blackout rates to protect confidentiality).
2. **Subjective Measurements**
    - Experience in the industry and in specific job roles.
    - Performance within job duties, including the achievement of performance goals and targets.
    - Behavior that exemplifies the company core values, such as teamwork, integrity, and innovation.

Prohibited Criteria

Information that shall not be used for compensation determination includes:

- Race
- Color
- Religion
- Sex (including pregnancy, gender identity, and sexual orientation)

-
- National origin
- Disability
- Age (age 40 or older)
- Genetic information

Education Expense Reimbursement

- Terra Contracting reimburses for education expenses in subjects related to the employee's current field of responsibilities.
- Eligible expenses include tuition, required textbooks, and other necessary materials.
- Employees must obtain prior approval from their supervisor and the HR department to qualify for reimbursement.

Key Principles

1. **Fair Compensation Practices**
    - Ensure that all compensation decisions are based on objective and subjective criteria that are relevant to the job role and performance.
    - Regularly review compensation practices to ensure they are free from bias and discrimination.
2. **Transparency and Communication**
    - Communicate the criteria and processes for determining compensation clearly to all employees.
    - Provide employees with access to the training and certification compensation matrix, with rates blacked out to protect confidentiality.
3. **Training and Development**
    - Encourage employees to pursue additional training and certifications to enhance their skills and advance their careers.
    - Provide support and resources for employees to achieve their professional development goals.
4. **Regular Reviews and Adjustments**
    - Conduct regular reviews of compensation levels to ensure they remain competitive and fair.
    - Make adjustments as necessary to reflect changes in the market, industry standards, and individual performance.
5. **Accountability and Continuous Improvement**
    - Set and track goals for achieving pay equity and fairness in compensation.
    - Regularly assess the effectiveness of compensation practices and make improvements as needed.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and regulations. Any updates or changes will be communicated to all employees.

Accountability

All managers and human resources personnel are responsible for ensuring compliance with this policy. Non-compliance may result in disciplinary action, up to and including termination of employment.

Hiring Policy: Selecting the Best Candidate

Purpose

The purpose of this policy is to outline the process for hiring the best candidate for any open position within the company. This policy ensures a fair, transparent, and consistent approach to recruitment, aimed at attracting and retaining top talent.

Scope

This policy applies to all hiring managers and human resources (HR) personnel involved in the recruitment process for any position within the company.

Policy Statement

The company is committed to hiring the best candidates who demonstrate the qualifications, skills, and cultural fit necessary to contribute to the company's success. The hiring process will be conducted in an objective and non-discriminatory manner, ensuring equal opportunity for all candidates.

Hiring Process

Job Analysis and Description

Conduct a thorough job analysis to identify the essential duties, responsibilities, and required qualifications.
Develop a detailed job description outlining key competencies, skills, experience, and educational requirements.

Job Posting and Advertisement
Advertise the position internally and externally through appropriate channels, including the company website, job boards, social media, and professional networks.
Ensure the job posting is clear, inclusive, and free from discriminatory language.

Application Review
Collect and review all applications received by the specified deadline.
Screen applications based on the criteria outlined in the job description, ensuring an unbiased evaluation of each candidate's qualifications.

Initial Interview
Conduct initial phone or video interviews to assess candidates' basic qualifications, experience, and interest in the position.
Use standardized questions to ensure consistency and fairness.

Assessment and Testing
Administer relevant assessments or tests to evaluate candidates' technical skills, problem-solving abilities, and other job-specific competencies.
Ensure all assessments are job-related and non-discriminatory.

In-Depth Interview
Conduct in-depth, structured interviews with shortlisted candidates.
Include a panel of interviewers to provide diverse perspectives and reduce individual biases.
Use behavioral and situational questions to assess candidates' past performance and potential fit with the company culture.

Reference and Background Checks
Verify candidates' references and conduct background checks as appropriate for the position.
Ensure compliance with legal and regulatory requirements during the verification process.

Selection and Offer
Evaluate all information gathered during the hiring process to make an informed decision.
Select the candidate who best meets the job requirements and aligns with the company's values and culture.
Extend a formal job offer, outlining the terms and conditions of employment.

Onboarding
Develop a comprehensive onboarding plan to integrate the new hire into the company effectively.
Provide necessary training, resources, and support to ensure a smooth transition.

Equal Opportunity

The company is an equal opportunity employer and prohibits discrimination and harassment of any kind. All employment decisions are based on business needs, job requirements, and individual qualifications, without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, or any other status protected by law.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and regulations. Any updates or changes will be communicated to all relevant parties.

Policy on Preventing Child Labor and Forced Labor

Purpose

The purpose of this policy is to ensure that the company upholds the highest standards of human rights by prohibiting child labor and forced labor in all its operations and supply chains. This policy reflects the company's commitment to ethical practices and compliance with international labor laws.

Scope

This policy applies to all employees, contractors, suppliers, and business partners involved in the company's operations globally.

Policy Statement

The company is committed to maintaining a work environment that respects and promotes human rights. The use of child labor and forced labor is strictly prohibited in all aspects of the company's operations and supply chains.

Definitions

Child Labor: Employment of individuals under the minimum age for work as defined by local laws and international standards, typically under the age of 15 or as specified by local regulations.

Forced Labor: Work or services exacted from any person under the threat of a penalty and for which the person has not offered themselves voluntarily.

Policy Provisions

Prohibition of Child Labor
The company will not employ individuals below the legal minimum age for employment as defined by local laws and international standards.
Suppliers and business partners must comply with the minimum age requirements and are prohibited from employing children in any capacity.

Prohibition of Forced Labor
The company strictly prohibits the use of forced, bonded, or involuntary labor in any form.
All work must be voluntary, and employees must have the freedom to terminate their employment at any time without penalty.

Due Diligence and Risk Assessment
Conduct regular risk assessments and audits to identify and address any risks of child labor and forced labor within the company's operations and supply chains.
Implement effective monitoring and verification systems to ensure compliance with this policy.

Supplier and Partner Requirements
Request all suppliers and business partners to adhere to this policy and include compliance clauses in contracts and agreements.
Engage with suppliers to promote understanding and adherence to child labor and forced labor prohibitions.

Training and Awareness
Provide regular training and awareness programs for employees, suppliers, and business partners on the prevention of child labor and forced labor.
Ensure that all relevant stakeholders understand their responsibilities and the importance of complying with this policy.

Reporting and Remediation
Establish a secure and confidential mechanism for employees, suppliers, and other stakeholders to report any concerns or violations of this policy.
Take immediate action to investigate and address any reported incidents of child labor or forced labor.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and international standards. Any updates or changes will be communicated to all relevant parties.

Accountability

All employees, suppliers, and business partners are expected to adhere to this policy. Non-compliance may result in disciplinary action, termination of contracts, or other appropriate measures.

Policy on Purchasing American-Made Products and Avoiding Conflict Materials

Purpose

The purpose of this policy is to prioritize the purchase of products made in America and ensure that materials used in products do not originate from military conflict zones. This policy reflects the company's commitment to ethical sourcing, supporting the domestic economy, and promoting human rights.

Scope

This policy applies to all employees, procurement personnel, suppliers, and business partners involved in the purchasing process for the company.

Policy Statement

The company is committed to supporting American manufacturers and ensuring that the materials used in products are ethically sourced. The purchase of products made in America and the avoidance of materials from military conflict zones are key components of our procurement strategy.

Definitions

American-Made Products: Products that are manufactured, assembled, or produced in the United States.

Conflict Materials: Raw materials or minerals extracted from areas of armed conflict and human rights abuses, typically referred to as conflict minerals (e.g., tin, tungsten, tantalum, and gold from the Democratic Republic of the Congo and surrounding regions).

Policy Provisions

Preference for American-Made Products

Prioritize the purchase of products that are made, assembled, or produced in the United States.
Evaluate suppliers based on their ability to provide American-made products, giving preference to those that meet this criterion.

Avoidance of Conflict Materials

Ensure that materials used in products do not originate from military conflict zones or areas with severe human rights abuses.
Require suppliers to provide verifiable documentation of the source of materials to confirm that they are not conflict materials.

Supplier Requirements

Communicate this policy to all suppliers and include compliance clauses in contracts and agreements.

Engage with suppliers to verify their sourcing practices and ensure they adhere to the requirements of this policy.

Due Diligence and Monitoring

Conduct regular due diligence and risk assessments to identify and mitigate the risk of purchasing products made from conflict materials.

Implement monitoring and auditing processes to ensure compliance with this policy.

Training and Awareness

Provide training and awareness programs for procurement personnel and relevant employees on the importance of purchasing American-made products and avoiding conflict materials.

Ensure that all relevant stakeholders understand their responsibilities and the importance of complying with this policy.

Reporting and Remediation

Establish a secure and confidential mechanism for employees, suppliers, and other stakeholders to report any concerns or violations of this policy.

Take immediate action to investigate and address any reported incidents of non-compliance.

Develop and implement remediation plans to rectify any identified violations, including changes to procurement practices and supplier relationships.

Compliance and Review

This policy will be reviewed annually to ensure its effectiveness and compliance with applicable laws and ethical standards. Any updates or changes will be communicated to all relevant parties.

Accountability

All employees, suppliers, and business partners are expected to adhere to this policy. Non-compliance may result in disciplinary action, termination of contracts, or other appropriate measures.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT

The Company promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, I voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Nevada Fair Employment Practices Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between the employee and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits
under Workers' Compensation, and Unemployment Compensation claims filed with the state) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Uniform Arbitration Act as adopted in the Nevada Revised Statutes § 38.015 et seq. However, in addition to requirements imposed by law, any arbitrator herein shall be a retired Nevada or California District Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of the Nevada District Court. To the extent applicable in civil actions in United States District Courts, the following shall apply and be observed: all rules of pleading, all rules of evidence, and all rights to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings. Resolution of the dispute 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. 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. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the Supreme Court of Nevada of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed, and the remainder of this agreement shall be enforceable.

I UNDERSTAND THAT BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

This will acknowledge that I have received my copy of the Terra Contracting, Inc. Employee Handbook and that I will promptly familiarize myself with its contents. Should I have any questions regarding policy set forth herein, I understand that it is my responsibility to promptly seek guidance and/or clarification with the Human Resources Department and/or my own counsel.

I understand that this handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Dispute Resolution/Arbitration Agreement, any and all policies or practices can be changed at any time by the Company. The Company retains the right to add, change or delete wages, benefits, policies and all other working conditions at any time (except the policy of "at-will employment" and the Company's Arbitration Agreement, which may not be changed, altered, revised or modified without written authorization signed by the President of the Company).

I further understand 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, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right. I further understand that my status as an "at-will" employee may not be changed except in writing signed by the President of the Company. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between the Company and I 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 my employment with the Company.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

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

_____
Print Full Name

_____
Signature

_____
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]