2025 Associate Handbook

ACME BRICK

Acme Brick Company
Effective January 1, 2025
3024 Acme Brick Plaza, Fort Worth Texas, 76109

_____
is a valued Associate.

[1] Acme Brick Company also provides company policies ("Policies") accessible to me through my employment. I acknowledge and agree that nothing within the terms of this Associate Handbook or the Policies is intended to create or imply a contract for any term of employment with Acme Brick Company nor alter my at-will employment status in any manner. I further acknowledge and agree that in any event of any conflict between the terms of the Associate Handbook and the Policies, the terms of the Associate Handbook will prevail.

Original to be placed in Associate's Personnel File.

Associate Handbook Acknowledgment

I acknowledge that I have received instruction on where the link for the Acme Brick Company Associate Handbook is located. I understand the Acme Brick Company Associate Handbook applies to any affiliate or subsidiary affiliated with Acme Brick Company. I also acknowledge that I am expected to read, be familiar with, and abide by its contents. I understand the Associate Handbook will be updated from time to time, and all policies are subject to modification and / or deletion at any time, and I will be responsible for receiving and reading any revisions hereto.[1]

I understand Acme Brick Company and its affiliates and subsidiaries adhere to an employment-at-will philosophy, and the Associate Handbook and/or my signature below does not create or imply a contract of employment.

_____

Associate Signature

_____ _____

Printed Associate Name *Date*

Associate Biography, Photography & Video Consent & Release

Associate consents and grants Acme permission to create and/or use Associate's personal biography and to photograph and/or video Associate in connection with various business-related activities including, but not limited to, company events and/or marketing and advertising promotions. Associate understands that any such biography, photographs and videos, and all rights associated with them, will belong solely and exclusively to Acme, which shall have the absolute right to use, copyright, duplicate, reproduce, alter, display, distribute, and/or publish them in any manner, for any legitimate purpose, and in any form including, but not limited to, print, electronic, video, and/or internet. Associate voluntarily waives any and all rights with respect to any such photographs and videos, including, but not limited to, compensation, copyright, and privacy rights and any right to inspect or approve such biography, photographs, and videos. Associate hereby releases and discharges Acme, its respective parents, subsidiaries, affiliates, officers, directors, associates and agents, and all persons acting under its/their permission or authority, from any claims and liability in connection with such biography, photographs, and videos and/or their use.

_____

Associate Signature

_____ _____

Printed Associate Name *Date*

_____

Associate Initials

Associate HANDBOOK ACKNOWLEDGMENT RECEIPT

This stub shows that the Associate to whom this belongs has acknowledged that the Associate has received and thoroughly read the Handbook, understands its contents, and will abide by the policies contained in it. ***I understand my employment with the Company is at-will and can be terminated at the will of either the Company or the Associate.***

General Disclosure

For the purposes of this handbook, Acme Brick Company and its subsidiaries are referred to herein collectively as "Acme" or "Company".

This handbook and the policies contained herein is effective on ***January 1, 2025***. Further, this handbook supersedes any and all previous versions of past Acme or the Company handbooks.

The Company reserves the right to revise or amend this handbook at any time. Associates will be informed of any changes as they occur via Company email, Acme Connect or through other Company resources.

Acme Brick Company's workforce is spread across 13 states, and state laws differ in some respects. State Addenda may be used to supplement the Associate Handbook by providing additional information regarding state-specific requirements, if any, for various policies. Acme will comply with relevant state law as applicable.

In the event there is a conflict between these policies/handbook and an existing collective bargaining agreement, the collective bargaining agreement takes precedence for those Associates covered by it.

Please note, this Handbook cannot anticipate every situation or answer every question about employment matters nor does it include all of the Company's policies. For this reason, you should always contact your supervisor or Acme's Corporate Human Resources department if you have a circumstance or question for which you cannot locate an answer in this Handbook.

©2025 Acme Brick Company
3024 Acme Brick Plaza, Fort Worth Texas, 76109

Table of Contents

Letter From CEO & Handbook Introduction 1
Company Overview 2
Strategic Framework & Cultural Beliefs 3
Company History & Timeline 4
The Brick Making Process 10

Employment Practices 11
Equal Employment Opportunity & Employment At Will 12
Harassment & Discrimination 13
American With Disabilities (ADA & Reasonable Accommodations) 16
Religious Accommodation 18

Employment 21
Personal Conduct 22
Inclement Weather 23
Nepotism 25
Open Door 26
Attendance & Punctuality 27
Disciplinary Action Program 29
Professional Work Environment 31
Rehires 33
Promotions & Transfers 34
Severance & Termination Pay 36
Tobacco Use 38

Associate Benefits & Wellness 39
Employee Assistance Program (EAP) 40
Associate Purchases 41
Bereavement 43
Paid Time Off 44
Tuition Reimbursement 48
Type of Leave Summary 50
FMLA Definitions 51
FMLA 53
Personal Leave 58
Military Leave 60

Compensation & Payroll 63
Hours Of Work 64
Payroll 66
Overtime 68
Tracking Time 69
On Call/Call Out & Other Time Policies 70
Civic Duty Pay 72
Compensation For Travel Time 73
Holidays 75
Legacy Sick Time 77

Associate Safety & Security 79
Environmental Sustainability Statement 80
Health & Safety 81
Infectious Diseases 82
Safety Vests 83
Target Zero 84
Controlled Substances 85
Workplace Searches 89
Weapons In The Workplace 89
Workplace Violence Prevention 90
Visitor Safety 91

Information Technology 93
Information Technology Definitions 95
Acceptable Use 96
Data Breach Response 100
Information Security 102
Social Media 104
Security Awareness Training & Testing 109

Business Continuity 113
Code Of Business Ethics 114
Solicitation & Distribution 118

Note: Further information on these policies and the Associated forms can be found on Acme Connect, our Company intranet page.

A Letter from Ed Watson

Whether you are new to Acme Brick Company or are a tenured Associate, I believe you one of our Greatest Assets. That is why we want to do everything possible to make Acme a Great Place to Work. This includes keeping you informed regarding benefits, policies, and procedures. In 2022 our Human Resources team and Executives created a comprehensive Associate Handbook that detailed most of our employment practices in an easy-to-read and understand format.

We knew that changes to the Handbook would be needed from time to time due to changes in the world we live in and in federal and state laws. An example of the need to change is evidenced by us moving from a printed hard copy to a digital version of the Associate Handbook. Doing so helps us reduce waste and preserve resources and will enable us to make changes to specific practices or policies more easily and timely.

We work diligently to ensure that some things about Acme will not change- our Cultural Beliefs, our Vision, and alignment with our Pillars of Success. Operating within this Strategic Framework has allowed Acme to consistently perform at the highest level in our industry.

With over 1,900 Associates working at our plants, sales offices, Fort Worth headquarters, and ancillary locations across 13 states in the Southeast and Southwest, effective communication of these goals and of our policies and procedures is of paramount importance.

Although we have attempted to answer most of the questions that you may have regarding a multitude of topics, we encourage you to reach out to your supervisor or Human Resources if you have any questions about the contents of this Handbook.

I am extremely honored to lead Acme and appreciate all that you do to help us achieve our results.

Ed Watson

President & CEO

Handbook & Introduction

As an Associate you may have many questions. In this document we have set out to provide answers to as many as possible.

Your direct supervisor is always a great resource to go to, as well as our Corporate Human Resources department.

Sections are color coded to assist in finding the part of this book that applies to your direct needs.

Acme Brick Corporate Headquarters, Fort Worth, TX

Company Overview

Acme Brick Company is a wholly owned subsidiary of Berkshire Hathaway, Inc., headed by legendary investor Warren Buffett, parent of Acme Brick Company since August 2000, and is primarily in the business of manufacturing and distributing durable construction materials, including brick, concrete block, tile, and other related products. Acme Brick Company is comprised of several subsidiaries and divisions including Featherlite Building Products and Innovative Building Products.

Acme Brick Company is the leading domestically owned manufacturer of face brick in the United States. The Company has the capacity to produce more than one billion brick per year at its various plants. Acme owns both plants and sales offices in several states across the Southwest and other parts of the United States.

Featherlite Building Products is one of the Southwest's top producers of concrete masonry products. These products primarily consist of gray and custom colored concrete block, burnished block, concrete bricks, and pavers. Over seventy-five percent of Featherlite's products are used in the construction of load bearing walls.

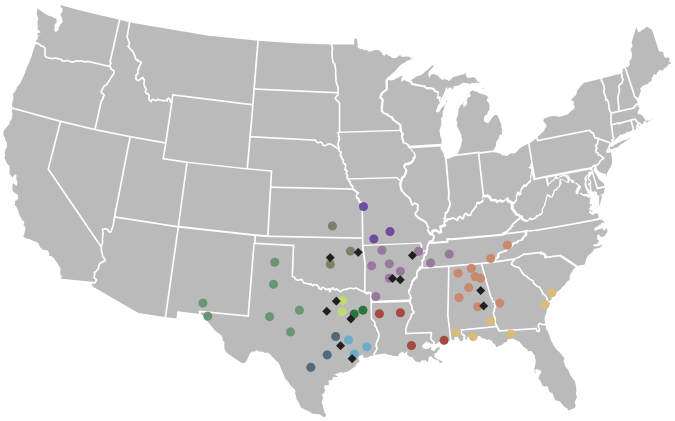
In our reconfigured Innovative Building Products division, we have brought together many of the world's most innovative cladding solutions: thin brick – 9 different lines including our own thinBRIK series; natural stone – including Acme's exclusive Stonebrook line and the CUPACLAD wall system paired with natural Vermont Slate; premier metal cladding from MAC Metal Architectural; ceramic and terracotta cladding systems through Agrob Buchtal; advanced high-pressure laminate panels like Pura NFC by Trespa; and our patented panel-based Fast Track System.

Our family of products can be seen on some of the most recognizable buildings in the area as well as tens of thousands of homes across a 12 state region. Such notable buildings include Bass Hall in Fort Worth, Globe Life Field in Arlington, and the Blanton Museum in Austin. Also, many beautiful university campuses can attribute their unique look to our brick and block blends including Texas Tech, Baylor, UTA, University of Arkansas, The University of Texas at Austin, and TCU.

In recent years, Acme has started to offer even more products such as:

- tile and flooring
- manufactured and natural stone
- limewash paint
- iron doors and security mailboxes
- glass brick, block and stairs
- outdoor kitchens and fireplaces
- pavers and landscape products
- artificial turf
- outdoor furniture and heating elements

As we say: ***Brick Is Only The Beginning.***



Our Company at a glance: 15 Acme Brick manufacturing facilities and 50+ sales locations

THE ACME WAY

Lifetime Customers
I work diligently to exceed my customers' expectations.

Doing Right
My moral compass always points to honesty and integrity.

Take Ownership
I take ownership for our Company's results by demonstrating personal accountability, actively engaging in two-way conversation, and ensuring that my workplace is safe for everyone.

Build Trust
I encourage my Associates to take appropriate risks, think critically, and make effective decisions.

Embrace Improvement
I drive innovation and take initiatives to achieve key results.

One Team
I am an important part of a successful building materials and service provider; committed to creating value for my customer, Company, and community.

Enhance Associates
I take accountability for my own development & invest in the development of the Associates around me.

Strategic Framework

Make Acme a great place to work.

A career, not just a job... where Associates keep each other safe and feel like they are Acme's greatest assets.

Industry-leading customer service and satisfaction.

Reinforce Acme's reputation by meeting or exceeding our customers' quality and service expectations.

Exceed profit goals.

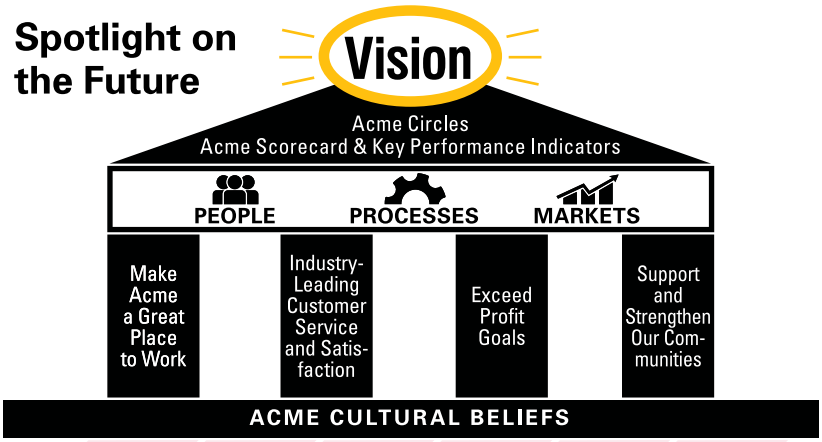
Offer products and services into markets that produce the profits needed to invest in our Associates and our business, and to meet our owner's expectations.

Support and strengthen our communities.

Through thoughtful giving and conscientious environmental stewardship.

Our vision is to be THE trusted materials solution for enduring beauty, safety, and strength in building communities.

Spotlight on the Future



Company History

In 1891, the Acme Pressed Brick Company began operations at the site of a high quality shale deposit about fifty miles west of Fort Worth, Texas. Founded by George Bennett, the Company satisfied an expanding need for brick in rapidly growing Dallas and Fort Worth and surrounding cities.

Acme incorporated on April 29, 1916 and dropped the word "Pressed" from the old title. Walter Bennett, who headed the business after his father's death, became the corporation's first president. In its early years, Acme Brick Company primarily served Texas, but began to expand into other states during the 1920s.

Acme continued to grow over the next several decades and in 1968, the top management of Acme embarked upon a broad program of diversification. With Acme Brick as its principal Company, the First Worth Corporation was formed. The first major order of business was to merge with Justin Boot Company (a maker of boots, belts and other leather goods). The merger took place in 1969. Later, that same year, John Justin, Jr. was named as President and Chief Executive Officer of First Worth. In 1972, the First Worth Corporation was renamed Justin Industries, Inc.

In 1976, Justin Industries acquired a controlling interest in Kingstip, Inc., which did business as The Featherlite Corporation. Founded in 1946 by E.G. Kingsbury, Featherlite was the largest producer of concrete products in the Southwest and mid-south areas. Mr. Kingsbury had built the first lightweight aggregate plant in Texas in the small town of Strawn. A second plant was built in the town of Ranger in 1950. Over the next several years, Kingstip made several more acquisitions; the most important of which was Texas Quarries, Inc.

Justin Industries continued to grow and expand over the years. Two other major acquisitions came in the 1990's in the form of American Tile Supply, a leading distributor of ceramic and marble tile and Innovative Building Products, a Company that manufactured the patented IBP Glass Block Grid Block System for mortarless installation of glass block.

In July 2000, famed investor Warren Buffett's company, Berkshire Hathaway, purchased all the outstanding stock of Justin Industries, Inc. Acme Brick Company officially became a part of the Berkshire Hathaway family of companies.

In 2007 Acme Brick Company relocated to its new corporate headquarters on the banks of the Clear Fork of the Trinity River in Fort Worth, Texas.

As part of the Berkshire Hathaway team, Acme Brick Company continues to be poised for further growth as it serves American industry and the public.

A more complete history can be found online at brick.com/history in 2016's *Acme Brick Company: 125 Years Across Three Centuries* book, available as PDF or hardcover. A condensed timeline is on the next several pages.

ESTABLISHED 1891

ACME BRICK COMPANY

Manufacturers

1900

1891 - George Bennett - 1907

1907 - Ralph Root - 1916

1910

1914 - WWI - 1918

1916 - Walter Bennett - 1935

1920

1891

Founded by
George E. Bennett

1901 First large
commercial project

Second
President
Ralph Root

1910 Acme plant reopens after
Ernest Fender secures new large job
Acme merger with
Denton Pressed Brick

1890 First Acme Pressed Brick Office

1890s
makes & ships 2 million brick per year

1907 Beehive kilns at Denton Plant

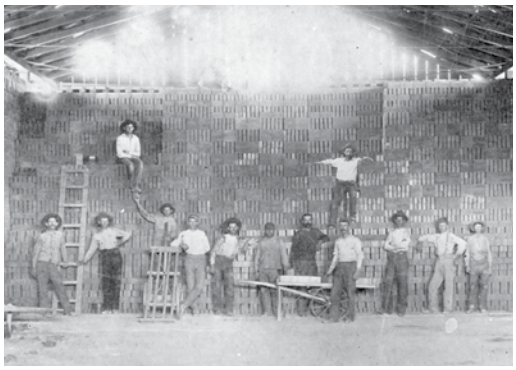
H. L. Frost , first manager from Denton
Pressed Brick

1913 New office in Fort Worth

1916 Third President
Walter R. Bennett
Restructured & renamed
Acme Brick Company

pre 1920s logo

ACME BRICK COMPANY



Bennett plant workers in the updraft kiln

1918 Acme partnership with
Elgin-Standard Brick Company

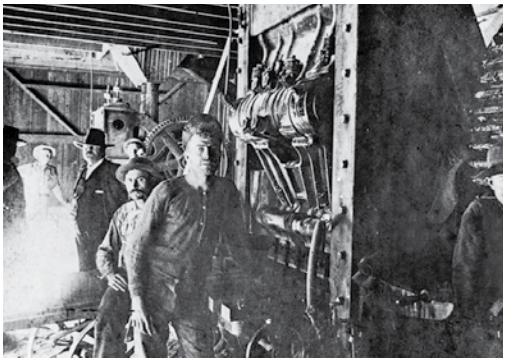
ACME BRICK

1920s logo

1921 New plant in Perla AR

1919
makes & ships 16 million brick per year

1919 - 1952 HQ moved to Neil P. Anderson Building, Fort Worth



Bennett plant machine room

1916 - Walter Bennett - 1935

1929 - The Great Depression - 1939

1935 - William Bryce - 1941

1939 - WWII - 1945

1941 - Ernest Fender - 1959

1920

Popular 1920s brick home

1920 New plant outside Denver CO

1920s-50s logo

1923 Acme merger with
Fort Smith Brick Company

1924 Acme purchase of Oklahoma-based
American Brick & Tile Company

1926 New plant in Tulsa OK, Acme purchase of the
Arkansas Brick & Tile Company

1927 Acme purchase of Wichita Falls Brick & Tile Company

1924 Oklahoma City Plant

1927
makes & ships 140 million brick per year

1930

1930 Plant closures of Little Rock, Pine Bluff, & Wichita Falls,
sixteen sales office closures
1933 Production halted at Denton & Perla plants, Malvern plant closes

1930s-40s print logo

1930s Bennett plant inventory

1934 Acme records its first loss

1935 Reopening of Bridgeport & Ferris plants
through New Deal
"Acme suffered its greatest loss of the
depression" with the death of Walter Bennett

1930s-40s Walter Bennett, Jr. (second from right seated) & Fort Worth's business leaders

1935

Senior VP William Bryce
becomes President and
restructures creating
a Board of Directors

makes & ships 20 million brick per year

1938 employees

1940

1940s Perla Plant

1940
James Ernest
Fender made
President

Bryce becomes
chairman of the
Board of Directors

1942
makes & ships 100 million brick per year

1944 Acme purchases
Clinton OK plant from
Western Brick Company

1945 Acme purchases
the Bishop Brick Company & the
Garrison Vitrified Brick Company

MANUFACTURERS

1940s-early 1960s logo

1943-1945
POWs were employed to meet
military manufacturing needs

1946 Garrison TX Plant

1950 - The Korean War - 1953

1941 - Ernest Fender - 1959

1955- The Vietnam War - 1975

Boldrick

1961 - D.O. Tomlin - 1969

1969 - John Justin - 1973

1950

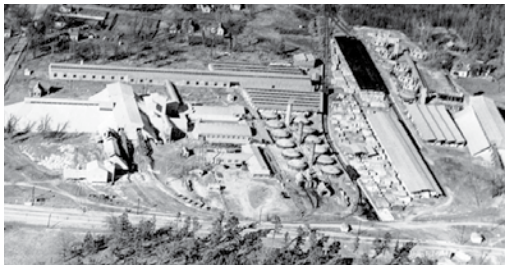
1960

1970

1950s-early 1960s logo

1950s-60s
makes & ships 300 million brick per year

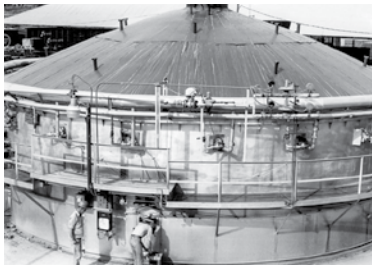
1950s Acme purchases Monroe plant from the Frizzell Brick Company and a Baton Rouge plant



Postwar Perla Brick Plant

1951 employees

1952 Acme moves into new headquarters on W. 7th St. Fort Worth TX



1950s kiln maintenance

1954 Acme purchases Buffalo Brick & Tile in Buffalo, Kansas, plants in Alexandria, Louisiana, and Waskom TX from Tri-State Brick Company

1958 Acme purchases plants in Kanopolis and Great Bend from Great Bend Brick & Tile in KS

ACME BRICK COMPANY

early 1960s logo

1959 Neill Boldrick takes over after Fender retires, modernization of Malvern, opens El Paso sales & more

1960s unloading process

1960s kiln temperature controls

1961
D.O. Tomlin installed as president, Acme purchases Fraser Brick & Tile Company of San Antonio TX

1963 Acme acquires United Brick Division of Martin-Marietta, expanding further into MO, KS, OK, Denton plant renovated and opened

1965
makes & ships 433 million brick per year

1967 fully automated Perla East Gate plant opened in AR

1960s kiln at Perla plant

1960s closure of Alexandria, Great Bend & Waskom plants, five sales offices

ACME BRICK

mid 1960s logo

1965 employees in hard hats

1969

1969 D. O. Tomlin, left, and John Justin signed the merger agreement between Acme Brick Company & Justin Companies to become part of First Worth Corporation, Plants closed in Oklahoma City, Harrisonville MO, and Ferris TX, John Justin takes over as president of Acme Brick

FEATHERLITE

1968 Acme offers non brick products with purchase of Nolan Browne Company (Featherlite) & McDonald Brothers Cast Stone Company, both in TX United Cement Products Company & Born Block (concrete block), both of Wichita KS
ACF Precast Products, Inc., of Lubbock TX, Concrete Casting Corporation of Little Rock AR

1970

1973 - Ed Stout - 1999

1980

1990

1999 - Harold Melton - 2005

Afghanistan

1970s logo

1972 First Worth Corporation becomes Justin Industries, Inc., Justin moves to Chairman of the Board

Edward L. Stout named president of Acme Brick Company

1975-2016 brick packing machine

1975 Alpha Cargo Motor Express (ACME) fleet created

1978
makes & ships 550 million brick per year

1973 Tulsa OK & McQueeney TX plants open & close with demand

1980s logo

1983 new product meeting

1980-82 Recession causes plants to idle and reopen

1983 BRIX computer sales & inventory system implemented under Dennis Knautz, Ed Stout

1983
makes & ships 600 million brick per year

1985 Tulsa Plant Grand Opening
making special shapes, architectural brick & pavers

1986 San Felipe Plant built to serve Houston TX area

1987 employees at sales training

1987

1987 Acme begins stamping name into residential brick

late 1980-90s Acme increases sales of non-manufactured products

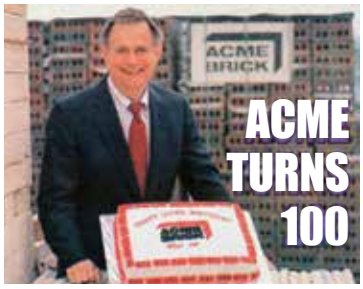
1990s Troy Aikman ads, Official Brick campaigns start, Pat Summerall radio ads

Since 1891

1989-2011 logo

1990
makes & ships 700 million brick per year

1991



Central Arkansas wetlands reclamation project completed, Acme acquires Elgin Butler face brick plant near Austin TX

1994 instituted the 100-Year Guarantee

1999 - Harold Melton - 2005

2005 - Dennis D. Knautz - Present

2000

2006 - The Great Recession - 2013

2010

2001 - The War in Afghanistan - 2021

2019 - Covid Pandemic

2020

present

1998 Acme acquires Witt Brick & Supply in Temple TX, Texas Clay plants in Malakoff TX

2000

Acme becomes part of Warren Buffett's Berkshire Hathaway

2000 Acme purchases Eureka Brick & Wheeler Brick in Arkansas

2001 Acme purchases Holly Springs MS, Hanson Brick plant, Laufen Int'l tile center OK, Denver Brick Company

2002 Acme Brick Brick Boy mascots introduced

2000 Elgin Handmades plant opens

2004 BRIX system replaced with ERP software from J.D. Edwards

2005 Dennis Knautz becomes president and CEO

2007 "Baby Clay" worlds largest brick born

2008

Acme becomes largest US brick manufacturer by volume purchases Ochs Brick plant, office & McFarlane Stone both of MN

2007 Acme's new Fort Worth General Office headquarters opens

2006-2008 many Associates laid off with closure of half the plants

2010 Weir KS plant closed

2011 Cultural Beliefs defined and adopted
Acme purchases Jenkins Brick Company, AL

2013 Bennett plant reopens

ACME BRICK
brick.com

2011- present logo

2010-13 Acme dabbles in floor/tile stores called Patina

2013 Acme Brick Vision app launched

2013

American Tile Supply merged into Acme Brick Tile & Stone

ACME BRICK
TILE & STONE

2014 New sales offices in Southeast Lousiana

2016 New sales office in Northwest Arkansas

2019 Fort Smith, Denver brick plants, Converse Block, Round Rock Block & Burnishing, Dallas Block, Coosada Limestone and Texas Quarries close, Lubbock Block plant takes over burnished block products

2016 Ivan "Pudge" Rodríguez Acme's new spokesperson

2020 Purchased products amount for a larger part of Acme's sales than ever
Acme Cladding Services Unit started

2023 Ed Watson becomes president and CEO

IBP
INNOVATIVE BUILDING PRODUCTS™
an ACME BRICK company

2021 IBP rebranded to offer cladding, stone, thin brick and more

Present

Acme Brick Stats:
15 Plants
50+ Sales Offices
~1800 Associates
900 Million Brick Per Year

The Brick Making Process

No matter your position within Acme Brick, it is helpful to know the basics of how we make the brick we sell, ship, inventory, price, and promote, as they are what made us what we are today, and keep many of us employed.

Brick making starts with mining natural clay from deposits in the earth. Different areas of the US will have different clay makeup which helps to color the brick once fired.

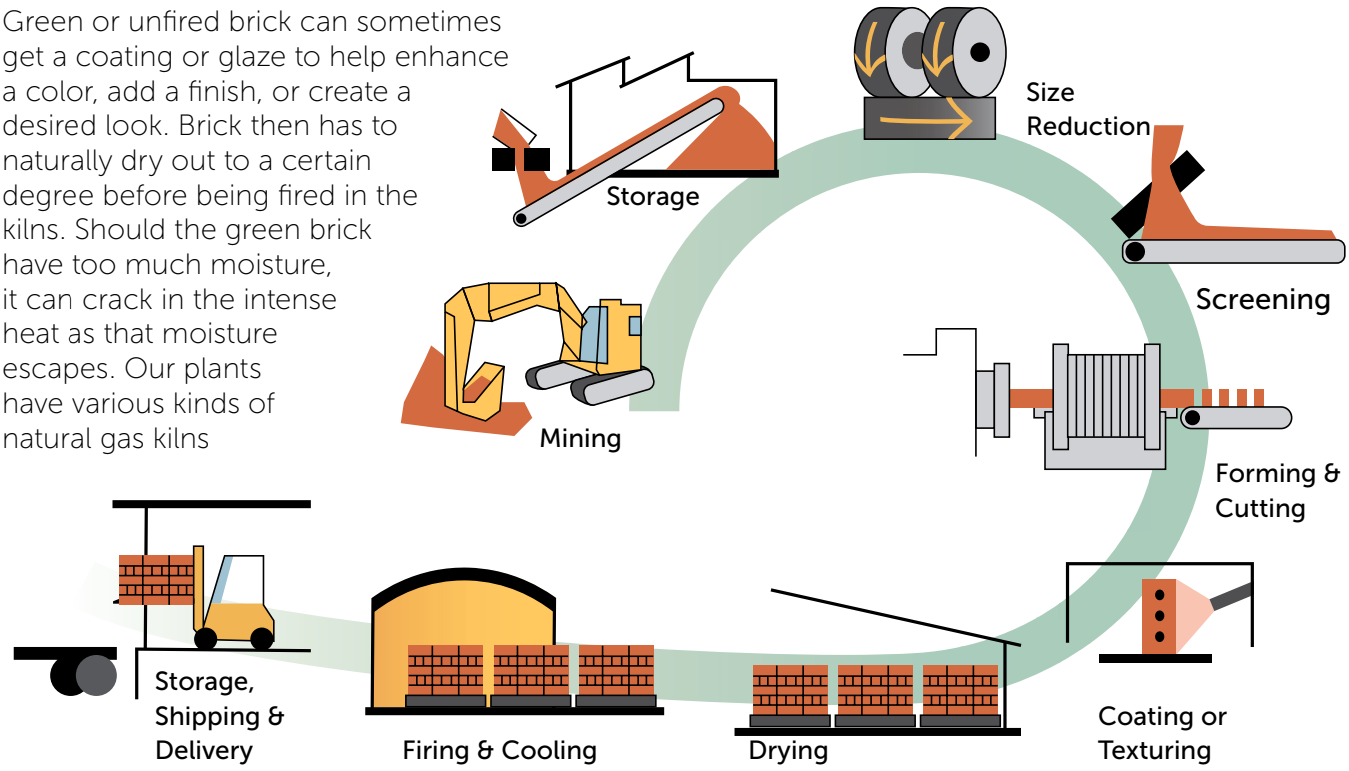
That natural material is stored in large warehouses, and then sorted and reduced in size to appropriate weights for optimal mixing and firing in our kilns. The screening process ensures uniform grains and prevents imperfections.

The clay is pushed through an extruder and formed into one long continuous "brick", which is then given its cut and holes. Excess clay is recycled back into the process ensuring nothing goes to waste. This is also when the texture is applied. Every 7th residential brick has the Acme logo stamped into the end.

Green or unfired brick can sometimes get a coating or glaze to help enhance a color, add a finish, or create a desired look. Brick then has to naturally dry out to a certain degree before being fired in the kilns. Should the green brick have too much moisture, it can crack in the intense heat as that moisture escapes. Our plants have various kinds of natural gas kilns that can reach 1500 degrees to seal any coatings, and ensure the brick set properly.

Once fired, the brick are left to cool down. They are destacked into the brick blocks (no pallets required) and banded together by color. Sometimes, different runs will be mingled to create a blend color. Each run is quality checked to ensure uniformity and correctness of color, but as brick is a natural product, some variation is naturally occurring and creates that signature brick tonal look.

Any found to be lacking are sold as seconds and surplus, or recycled back into clay. The finished products are sold and shipped out to jobs usually within a 300 mile radius of a plant, as hauling brick is a costly job! This is why certain regions of the country have a tendency for color trends in brick.



Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

Equal Employment Opportunity

Acme Brick Company is an Equal Opportunity employer. It is committed to practicing equal opportunity in all of its employment practices, including, but not limited to, recruitment, hiring, job assignment, promotions, transfers, compensation, discipline, termination, layoffs, access to benefits and training, and all other conditions and privileges of employment. All employment opportunities are provided without regard to race, color, religion, sex (including sexual orientation and gender identity), national origin or ancestry, age, disability, service in the uniformed services, or any other category protected by the law. The Company will make all employment decisions on the basis of nondiscriminatory factors such as skill, experience, training, qualifications, ability, attitude, performance or other relevant factors.

Employment At Will

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Acme Brick Company adheres to the policy of employment at-will, which permits the Company or the Associate to end the employment relationship at any time, for any reason, with or without cause or advance notice. The only exception to this at-will rule is when Acme's CEO and an Associate enter into a written employment agreement that expressly modifies the at-will nature of the Associate's employment relationship with Acme.

Harassment & Discrimination

Acme does not tolerate harassment of or discrimination against any of its applicants, Associates, customers, or vendors.

Harassment and Discrimination Prohibited

Acme does not tolerate harassment of or discrimination against any of its applicants, Associates, customers, or vendors. Any form of harassment or discrimination because of an individual's race, color, religion, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, service in the uniformed services, and any other protected classes recognized by applicable state or local law is a violation of this policy and will be treated as a disciplinary matter. **Violation of this policy will subject an Associate to disciplinary action, up to and including immediate termination of employment.**

Sexual Harassment

While all forms of harassment are prohibited, it is specifically emphasized that sexual harassment in any form is expressly prohibited. For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates and intimidating, hostile or offensive work environment. Sexual harassment may include a range of behaviors and may involve individuals of the same or different genders. It also includes harassment not sexual in nature (for example, offensive remarks about a person's gender). No sexually harassing conduct of any kind by a supervisor, Associate, subcontractor, vendor or customer will be tolerated. It is the Company's policy to provide Associates with a work environment free of sexual harassment.

Such sexual harassment can include:

- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of gender of the individuals involved.
- Unwanted physical conduct, including touching, assaulting, or impeding or blocking movements, regardless of the gender of the individuals involved.
- Sexual or derogatory jokes, comments or innuendo.
- Insulting or obscene comments or gestures.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Threatening reprisal or carrying out reprisal for an Associate's refusal to respond to requests for sexual favors or

(continued)

for an Associate reporting a violation of this policy.

It is also a violation of this policy for any supervisor or manager to make any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature when any of the following is true:

- Submission to the advance, request, or conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions;
- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an Associate's work performance by creating an intimidating, hostile, or offensive work environment.

Other Types of Harassment

This anti-harassment policy applies equally to harassment based upon an individual's race, religion, national origin, ancestry, age, physical or mental disability, service in the uniformed services, and any other protected classes recognized by applicable state or local law.

Such harassment can include:

- Offensive verbal remarks based on a person's protected class (for example, offensive slurs or derogatory remarks about an individual's race, national origin, or other protected class).
- Physically intimidating or hostile acts based upon an individual's race, national origin, or other protected class.
- Written or graphic material (including electronic communications) based upon an individual's race, national origin, or other protected class (for example, graffiti, cartoons, caricatures, written slurs and derogatory remarks, and nooses).

Complaint Procedure

Any Associate who is subjected to any conduct that they believe violates this policy or who witnesses any such conduct must promptly speak to, write, or otherwise contact the Associate's highest ranking manager at the facility to which the Associate is assigned, Human Resources Business Partner or the Director of Human Resources. An Associate's complaint should be as detailed as possible.

Once it receives a complaint, the Company will promptly and thoroughly investigate the facts and circumstances of the complaint.

Additionally, any manager or supervisor who observes or otherwise learns of any conduct that violates this policy must report it promptly in accordance with the complaint procedure outlined above so that the matter can be investigated. Harassment of or discrimination against an Associate in connection with their work by non Associates also is a violation of this policy. Any Associate who experiences or observes

Harassment & Discrimination

(continued)

any harassment of or discrimination against an Associate by a non-Associate should report such harassment in accordance with the complaint procedure described above.

The investigation may include interviews with all involved Associates, including the alleged harasser, and any Associates who are aware of facts or incidents alleged to have occurred.

Acme will investigate the report and, where appropriate, take disciplinary action against an Associate who is found to have violated this policy, up to and including termination of employment. No Associate will be penalized in any way for reporting improper conduct, harassment, or discrimination in good faith.

Retaliation Prohibited

The Company prohibits retaliation against any individual for reporting of conduct that the individual believes in good faith violates this policy or for cooperating in good faith with an investigation of a possible violation of this policy. Any Associate who believes that they have been subjected to any such retaliation should report it as soon as feasible in accordance with the complaint procedure described above. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

Americans With Disabilities Act & Reasonable Accommodation

Acme Brick may make accommodations should they help disabled applicants and Associates to allow the individual to perform the essential functions of their job.

Americans with Disabilities Act

Acme complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Company will provide a reasonable accommodation to disabled applicants and Associates if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

Requesting a Reasonable Accommodation

If an Associate believes that they need an accommodation because of a disability, the Associate is responsible for requesting a reasonable accommodation from their Human Resources Business Partner. They may make the request orally or in writing; however, it is encouraged that the request be in writing and include relevant information, such as:

- A description of the accommodation requested.
- The reason the Associate needs an accommodation.
- How the accommodation will help the Associate perform the essential functions of their job.

After receiving the oral or written request, the Company will engage in the interactive process with the Associate to determine the precise limitations of their disability and explore potential reasonable accommodations that could overcome those limitations.

The Company encourages the Associate to suggest specific reasonable accommodations they believe would allow them to perform their job. However, it is not required to make the specific accommodation requested by the Associate and an alternative effective accommodation may be provided, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Americans With Disabilities Act & Reasonable Accommodation

(continued)

Medical Information

If the Associate's disability or need for accommodation is not obvious, the Company may ask the Associate to provide supporting documents showing that they have a disability within the meaning of the ADA and applicable state or local laws, and that their disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the Company may require that the Associate see a health care professional of Company's choosing, at its expense. In those cases, if the Associate fails to provide the requested information or see the designated health care professional, their request for a reasonable accommodation may be denied.

The Company will keep confidential any medical information obtained in connection with the Associate's request for a reasonable accommodation.

Determinations

The Company makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. It will strive to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made.

No Retaliation

The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

Acme is committed to enforcing this policy; however, the effectiveness of these efforts depends largely on individuals reporting inappropriate workplace conduct. If Associates or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to Corporate Human Resources. If Associates do not report retaliatory conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Religious Accommodations

Acme Brick may make accommodations should they help resolve a conflict between an Associate's religious beliefs or practices or lack thereof and one or more of their work requirements.

Commitment to Equal Employment Opportunities

Acme complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company will provide a reasonable accommodation of an applicant's or Associate's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement unless doing so would create an undue hardship for the Company.

Requesting a Religious Accommodation

If an Associate believes they need an accommodation because of their religious beliefs or practices or lack thereof, the Associate should request an accommodation from their Human Resources Business Partner and Location Manager. The Associate may make the request orally or in writing; however, it is encouraged that the request be in writing and include relevant information such as:

- A description of the accommodation requested.
- The reason the Associate needs an accommodation.
- How the accommodation will help resolve the conflict between the Associate's religious beliefs or practices or lack thereof and one or more of their work requirements.

After receiving the Associate's oral or written request, the Company will engage in a dialogue with the Associate to explore potential accommodations that could resolve the conflict between their religious beliefs and practices and one or more of their work requirements. The Company encourages the Associate to suggest specific reasonable accommodations that they believe would resolve any such conflict. However, it is not required to make the specific accommodation requested by the Associate and an alternative effective accommodation may be provided, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Supporting Information

The Company may ask the Associate to provide additional information about their religious practices or beliefs and the accommodation requested. If the Associate fails to provide the requested information, their request for an accommodation may be denied.

Religious Accommodations

(continued)

Determination

The Company makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

Acme strives to make determinations on religious accommodation requests expeditiously and will inform the individual once a determination has been made. If an Associate has any questions about an accommodation request, they should contact Corporate Human Resources.

No Retaliation

Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

The Company is committed to enforcing this policy; however, the effectiveness of these efforts depends largely on individuals reporting inappropriate workplace conduct. If Associates or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to the highest-ranking manager at their facility or Corporate Human Resources. If Associates do not report retaliatory conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Administration of this Policy

Corporate Human Resources is responsible for the administration of this policy. Any questions regarding this policy or questions about religious accommodations that are not addressed in this policy should be sent to that department.

Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

Personal Conduct

Certain standards regarding Associate behavior are necessary for the efficient operation of the Company and for the safety of all Associates.

Violations of this Policy may lead to corrective or disciplinary action, up to and including termination, depending upon the circumstances of the individual case. The following is a non-exhaustive list of conduct that may violate this Policy:

- Violation of Company policies, including security or safety rules
- Failure to respect the authority of Associates in a supervisory role/ insubordination
- Unauthorized disclosure of business Trade Secrets or Confidential Information
- Negligence endangering the safety of other Associates, customers, and visitors
- Damaging Company, Associate or customer property
- Theft
- Fraud
- Dishonesty
- Falsification of Company records including but not limited to employment application or time and attendance records
- Careless performance or neglecting job duties
- Excessive tardiness or absences
- Sleeping on the job
- Obscene language or profanity toward Associate or customer
- Conduct referenced in the Harassment and Discrimination policy
- Conduct referenced in the Controlled Substance Abuse policy

Associates are encouraged to report inappropriate conduct immediately to management using the Open-Door policy, Corporate Human Resources or if uncomfortable, via the Berkshire Hathaway Ethics and Compliance hotlines. Acme retains the right to terminate Associates whose actions or behavior fall outside of this policy or for any lawful reason at any time.

Inclement Weather

It is the policy of the Company to maintain normal operations and usual business hours on all regularly scheduled workdays, except under the most extreme weather situations.

The Company recognizes that severe ice and snowstorms, flooding or other unusual natural weather disturbances may create hazardous conditions for Associates traveling to and from work. When such unusual circumstances occur, the Company will comply with relevant wage and hour laws based on Associate exempt (from OT pay)/ non-exempt (from OT pay) status in order to determine pay/no pay.

Conditions/Circumstances

Location Closure/Partial Closure

The Company and/or manager for a specific work location will decide as early as possible and notify Associates through supervisory channels (email, text or cell phone, other) that the offices will be closed, and Associates will not be expected to report for work unless requested by management.

Non-Exempt Associates Pay

- For complete closures, Associates will not be paid; however, they may elect to use available paid time off (PTO) time.
- For partial closures, Associates who at the Company's request report to work will be paid for hours worked.

Exempt Associates Pay

- In accordance with federal law, Associates will be paid their regular salary. Associates should attempt to work remotely and remain connected to the business in accordance with their job responsibilities.

Location Remains Open

In the event the Company determines that an office will not close but remain open regardless of unfavorable weather, Associates will be required to make reasonable efforts to report for work at the usual time. When there is doubt, it is the Associate's responsibility to contact their supervisor, department head or the Location Manager for information including explaining any weather-related reason the Associate cannot get to work on time.

Non-Exempt Associates Pay

- Associates will be paid for all hours worked that day.
- Associates who do not report to work will not be paid but may elect to use available PTO time.

Exempt Associates Pay

- Associates that do not perform any work that day despite the facility being open must take earned/unused PTO to cover the absence. If there is no available PTO, the Company may deduct the Associate's daily salary from that pay period's earnings.

Inclement Weather

(continued)

Location Delayed Opening/Early Closing

If a delayed opening is announced, all Associates should make every reasonable effort to be at work by the alternate starting time. It is the Associate's responsibility to contact their supervisor, department head or the Location Manager for information, including explaining any problems that are preventing the Associate from reporting to work at the delayed starting time.

Non- Exempt Associates Pay

- Associates will be paid for hours worked that day.

Exempt Associates Pay

- Associates who perform work the day of the partial closure will be paid their regular salary.
- Associates that do not perform any work that day despite the facility being open with reduced hours must take earned/ unused PTO to cover the absence. If there is no available PTO, the Company may deduct the Associate's daily salary from that pay period's earnings.

Nepotism

The Company is committed to a policy of employment and advancement based on qualifications and merit. It does not discriminate in favor of or in opposition to the employment of relatives.

Policy

This policy applies to all current Associates and candidates for employment.

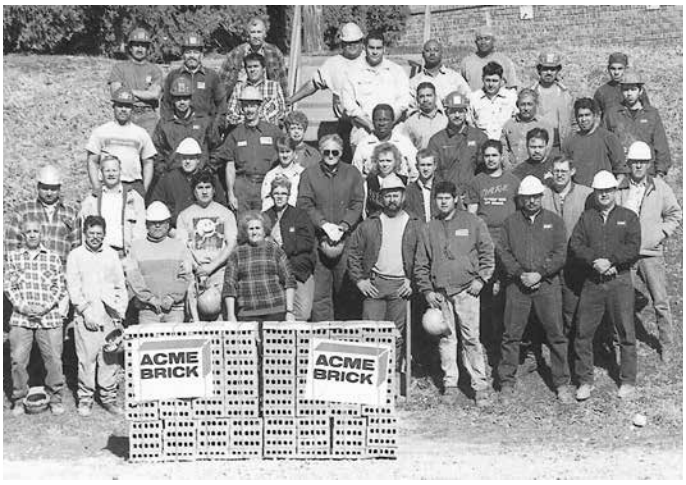
The Company acknowledges that there may be the potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment that may be carried into the daily working relationship. As a result, no person in a management or supervisory position may supervise or direct the work of a relative, have a relative in their chain of command, or have a relative occupy a position for which they have influence over the terms or conditions of employment including promotion, termination, discipline, and compensation.

"Relative(s)" is defined as one of the following: spouse or significant other, parent/stepparent, child/stepchild, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter).

Romantic Relationships

If two Associates marry, become related, or enter a romantic relationship, they may not remain in the same chain of command nor where one individual may affect the compensation or other terms or conditions of employment of the other individual. In these instances, the Company will attempt to identify alternate available positions. If no alternate position is available, the Company reserves the right to determine which Associate will remain employed.

If Associates enter in a romantic relationship that fits the above definition, said Associates must disclose the relationship to their Human Resource Business Partner (HRBP). Their manager and HRBP will evaluate the situation and take appropriate action to include reassignments or resignation of employment for one Associate.



Open Door Policy

The Company maintains an open door policy to promote open, honest, and effective communication and encourages Associates to provide suggestions for improving the workplace, as well as concerns about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your supervisor/manager.

Unless governed by another Company policy as noted below, Associates may utilize this process to resolve work-related issues:

- Employee Benefits – Refer to each plan/ program for appeal process
- Workplace or Sexual Harassment – Refer to page 13
- Discrimination – Refer to page 13
- Drug and Alcohol Issues – Refer to page 83
- Associates Represented by a Union
  In the event there is a conflict between this policy and a collective bargaining agreement, the collective bargaining agreement takes precedence for those Associates covered by it.

If Associates do not feel comfortable contacting their supervisor/manager or are not satisfied with their supervisor's/manager's response, we encourage them to submit their concern or suggestion to their Regional Manager for consideration and possible resolution.

If the concern or suggestion remains unresolved, the Associate can proceed and meet with their respective Officer or the Director of Human Resources. The respective Officer or the Director of Human Resources will review the concerns/ suggestions and provide a final resolution. Decisions made through this process are limited to interpretation of Company rules and policies, and are final and binding.

While the Company provides Associates with this opportunity to communicate their views, please understand that not every concern may be resolved to their satisfaction. Even so, we believe that open communication is essential to a successful work environment and all Associates should feel free to raise issues of concern without fear of reprisal.

Attendance & Punctuality

The success of Company operations depends upon all Associates exhibiting regular attendance and punctuality to adequately perform their jobs and best support our customers.

This policy sets forth Acme's attendance expectations and procedures to address situations for handling Associate absences and tardiness.

The policy described below may not be adopted by particular facilities that have an existing attendance policy that varies from this policy. With the approval of the Area Vice President, a particular facility may continue to use its current policy. At a later date, the facility may opt to utilize the policy described below. Associates of that facility will be notified of that change before this policy goes into effect.

Attendance And Punctuality Policy For Non-Exempt Associates

Attendance

Absence: A full-day absence from work. Anything less than a full day is considered a tardy.

Tardy: Reporting to work after the scheduled beginning of the Associate's shift or leaving work before the end of the Associate's shift.

Call-In Procedure: Any Associate who has not obtained advance approval from their manager to be absent or tardy must contact their manager (or his/her designee per department guidelines) at least 30 minutes before the scheduled beginning of the Associate's shift. Failure to do so counts as an "Occurrence" as defined below.

Occurrence: An Occurrence under this policy means an Absence or Tardy that was not approved at least one day in advance by the Associate's manager (or his/her designee per department guidelines). Failure to follow the Call-In Procedure will result in two Occurrences. A verified illness or injury of the Associate that lasts longer than one work day will be considered a single Occurrence. Certain Absences or Tardies (such as inclement weather) may at the Company's discretion not be counted as an Occurrence.

Absences Due To Leaves

Managers should consult with their respective HR Business Partner for attendance/punctuality issues pertaining to Associates approved for leave (PTO, Personal, FMLA, Military, Bereavement, Jury Duty).

Disciplinary Action

Associates may be subject to disciplinary action when the number of accumulated Occurrences reach the following levels during any rolling six-month period.

Discipline

# of Occurrences in Rolling 6 Months	Corrective Action
4	Verbal Warning
5	Written Warning
6	Final Warning
7	Employment Terminated

In addition, management can accelerate this schedule for Associates demonstrating attendance/punctuality issues in their first 90 days of employment. Unscheduled absences lasting more than 3 days require a doctor's note.

Attendance & Punctuality

(continued)

Proof Of Reason For Absence/Tardiness

The Company reserves the right to request that an Associate submit evidence of the reason for absence/tardiness. Notes submitted to supervisors/managers, however, should only include duration of absence and authorization from the physician to return to work – diagnoses and other information about the nature of the illness should not be included.

Absences Due To Leaves

Managers should consult with their respective HR Business Partner for attendance/punctuality issues pertaining to Associates approved for leave (PTO, Personal, FMLA, Military, Bereavement, Jury Duty). FMLA and Military leave will never be defined as an Occurrence under this Policy.

Attendance And Punctuality Policy For Exempt Associates

Each Associate's presence in the workplace every workday is an important element of Acme's proper business operations and supports Acme's Cultural Belief, One Team, and a condition of continued employment. While many of our exempt Associates have flexibility regarding their work schedules, some of these positions require specific work schedules from a customer support perspective. These situations, when they exist, will be made apparent to our exempt Associates by their leaders.

Exempt Associates should inform their supervisor when they have scheduling challenges that affect the operations. Should attendance and punctuality become problematic, the supervisor should follow standard performance management procedures.

Job Abandonment

Where the Associate's supervisor receives no information from the Associate or a representative after three (3) consecutive days of absence from scheduled workdays, the Company will deem the Associate to have abandoned the job and voluntarily resigned their employment.

Disciplinary Action Program

Ongoing, clear communication is essential between supervisors and their associates, and can often prevent confusion and frustration in the workplace. Supervisor expectations can be clearly defined through various means, including coaching and informal counseling sessions.

However, the Company realizes that situations will arise that warrant formal corrective action and/or discipline. These measures may be used to address various types of associate issues,such as policy violation, behavior/conduct, and attendance. Associates should be made aware of the reason they are receiving a Disciplinary Warning Notice (DWN), as well as their supervisor's expectation for improvement. Associates must meet the expectations set out by their supervisor and demonstrate immediate and sustained improvement as a condition of continued employment.

Formal Corrective Actions

This program consists of three levels which increase in severity. However, it is not a progressive discipline policy or procedure as the process can be initiated at any level, depending on the severity, and considering the totality of circumstances of each situation. The Company may, at its sole discretion, determine that immediate termination of employment should occur, without use of this program. The levels of discipline need not be administered in sequential or progressive order. If an associate fails to demonstrate immediate and sustained improvement or violates any policies, procedures, work rules or standards while on any level of discipline, the step may be escalated to another level and/or to termination of employment.

1. Verbal Warning – Meet with the Associate and discuss the matter. Inform the Associate of the nature of the problem and clearly explain the corrective action needed. Record that the meeting has taken place and include subjects/concerns communicated along with the date and time of the meeting on the Disciplinary Warning Notice (DWN). It is not a document requiring a signature. The verbal warning notice will remain with the Supervisor. Associates on an active DWN are not eligible to transfer to another position until successfully completing all required expectations of the DWN.

2. Written Warning – (Verbal Warning precedes in most cases) Meet with the Associate and detail the deficiencies and the immediate required corrective action. Warn the Associate further issues could result in more severe levels of corrective action up to and including termination. Place a copy of the signed written notice in the Supervisor's file and the Human Resources Business Partner. Give the original copy to the Associate.

3. Final Written Warning – (Written Warning precedes in most cases) Meet with the Associate and review any previous documents. Document and discuss Associate's failure to demonstrate sustained improvement. Issue a final written notice to the Associate. Written warnings and final written warnings are maintained in the associate's official personnel file in the FWGO HR Department. Although these disciplinary documents have an expiration date, the documents will remain in the personnel file indefinitely.

In some particular cases, Managers may suspend the Associate prior to the issuance of the final written notice for a short

Disciplinary Action Program

Formal Corrective Actions (*continued)*

evaluation period. During this suspension, the Associate's work history will be evaluated to determine if the Associate will be allowed to return to work. If the Associate is allowed to return to work, the Associate will be informed that failure to correct the problem will subject the Associate to more severe corrective action such as termination. Place a copy of the signed final written notice in the Supervisor's and Associate's file. Give the original copy to the Associate.

4. Termination – Before terminating an associate, managers must review the decision with their respective HRBP and the appropriate management representative as listed below. If necessary, the associate may be suspended to allow sufficient time to review the decision. A third party, preferably another supervisor or HRBP should attend meetings with associates involving termination of employment.

Termination Reviews

TERMINATIONS OF ASSOCIATES EMPLOYED BEYOND 90 DAYS TO BE REVIEWED IN ADVANCE BY THE HRBP FOR YOUR LOCATION

Salaried

Department	< 90 days	90 days - 2 years	> 2 years
FWGO	Local FWGO Dept Head	Vice President Responsible	Vice President Responsible
Production	Local Plant Manager	Regional Production Manager	Vice President Production
Sales	Sales Manager	Regional Sales Manager	Vice President Sales

Office Hourly

FWGO	Local FWGO Dept Head	Vice President Responsible	Vice President Responsible
Production	Local Plant Manager	Regional Production Manager	Vice President Production
Sales	Local Sales Manager	Regional Sales Manager	Regional Sales Manager

Sales Reps

Sales	Local Sales Manager	Regional Sales Manager	Vice President Sales

Hourly

Production	Local Plant Manager	Regional Production Manager	Vice President Production
Sales	Local Sales Manager	Regional Sales Manager	Regional Sales Manager

Professional Work Environment

Associates' personal appearance has a direct effect on the Company's reputation and its relationship with customers, as well as with other Associates.

Associates' grooming and dress should give an appearance consistent with commonly accepted standards of the business community and should comply for any site-specific requirements as directed by management. Associates are expected to present an appropriate image to customers, prospects, coworkers, and the public.

All Associates are prohibited to wear attire to include but not limited to:

- Clothing specifically those with offensive language, obscene gestures, or profanity
- Clothing or accessories endorsing or opposing political candidates, parties or social movements.
- Clothes that are too revealing
- Shorts

Any tattoos that display profanity or other inappropriate topic as described above must be covered during work hours.

Sales & Corporate

Sales and Corporate Associates may dress in business casual; however, that is not a license to be careless in appearance or dress inappropriately. Clothes are not proper for work if the fabric, style or fit is too revealing or too casual. Business casual is the opportunity to dress less formally but keep a professional appearance. It is not an opportunity to wear clothing better suited to the beach, home, yard, or gym. Torn, dirty or frayed clothing is not acceptable.

On occasion and with management approval, Associates will be allowed to wear casual clothing that is appropriate for that location.

Production, Sales Warehouse, & Yard

Associates should dress as business needs dictate to include safety and other personal protective equipment. Certain jobs require wearing uniforms, as outlined in applicable safety and related uniform policies and must be worn by Associates assigned to those jobs.

Personal Work Areas

Associates may be assigned an office, cubicle, or a shared work area. Associates should keep common areas, individual and shared workspaces clean and free from clutter. Displaying political, inappropriate, or sexually suggestive content or signage or other materials in the workplace is prohibited. This is necessary to maintain a professional image and prevent workplace disruptions.

Associates should also be mindful that they are working closely with other Associates and keep noise and other distractions to a minimum.

In addition, Associates at all times and in all places must always exercise good judgment, and ensure the safeguarding of confidential and sensitive information that includes but not limited to Trade Secrets, Company financial information, Personally Identifiable Information, Protected Health Information, Customer and Pricing information, proposals, invoices, emails, computer programs and software and website/server data.

Professional Work Environment

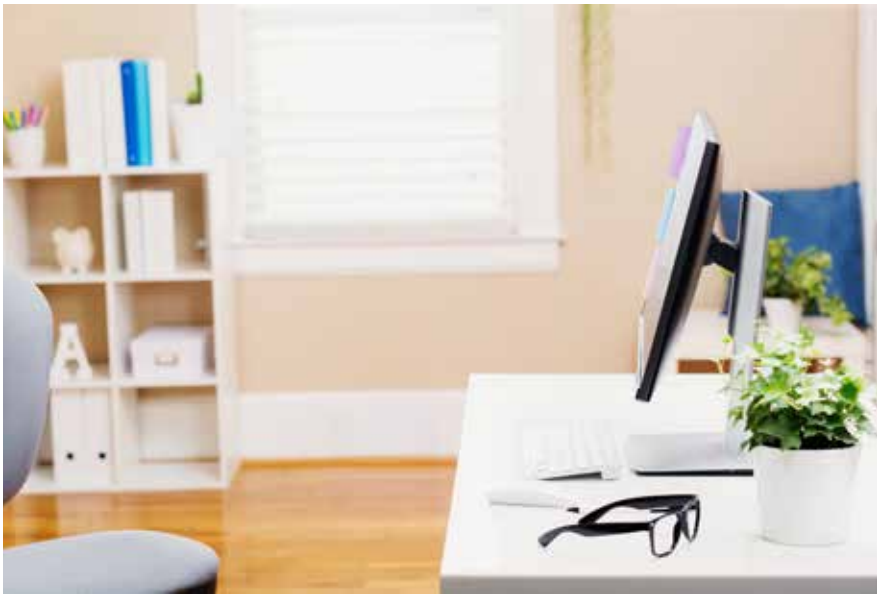
(continued)

Governance

Associates who disregard this policy and its standards will be subject to discipline; please refer to Performance Improvement policy. Management may send the Associate home in addition to or in lieu of discipline, in which case a non-exempt Associate will not receive pay after being relieved of duty.

On occasion, management may request that Associates dress more professionally for a special event, customer visit, or another business need. Associates are expected to comply with such requests. Associates that visit a customer site are expected to abide by the customer's dress code.

An Associate with a sincerely held religious belief that conflicts with this policy should make a reasonable accommodation request to their Location Manager or the Human Resources Business Partner. The Company will then engage the Associate in a dialogue to determine any reasonable accommodation to alleviate the conflict if the accommodation does not cause the Company undue hardship.



Rehires

To document and communicate Acme Brick Company (the "Company") policy regarding the rehire of Associates who have previously worked for the Company. This policy is applicable to all Company Associates not subject to a collective bargaining agreement.

Former Associates whose employment was terminated by the Company's employ for violation of conduct policies will generally not be subject to rehire.

If a former Company Associate is rehired within a one-year period from termination date, the original hire date will be reinstated for service awards, paid time off (PTO) accruals, and certain other Company benefits eligibility, as governed by the individual plan documents. This policy is subject to the eligibility terms contained in benefit plans and summary plan descriptions which control for all purposes.

If a former Company Associate is rehired after a one-year period from termination date, the rehire date will be used for service awards, paid time off (PTO) accruals, and other Company benefits eligibility, as governed by the individual plan documents. This policy is subject to the eligibility terms contained in benefit plans and summary plan descriptions which control for all purposes.

If a former Company Associate is rehired within 90 calendar days of their termination date, they will not be subject to pre-employment testing such as substance abuse, background screening and required medical exams. Otherwise, all former Company Associates considered and/or selected for rehire will be subject to all pre-employment testing, required medical exams, and a review of rehire eligibility in accordance with applicable law.

Promotions & Transfers

This policy governs the background screening process for all applicable internal promotions or transfers or changes in job responsibilities that include access to sensitive data, company systems and processes and access to the general public.

It is separate and apart from the Company's pre-hire policy and only applies to current full and part time associates. Temporary workers, vendors and contractors are not applicable.

Every offer of a new position or responsibility as described above will be contingent upon the passing of a background and credit check for the applicable positions listed in the table below. The Company will use a third-party Consumer Reporting Agency to conduct the background and credit checks. Access to the information obtained is strictly limited and used for employment purposes only as permitted by federal and state law and in accordance with Company policies.

In the event there is a conflict between this Policy and a collective bargaining agreement, the collective bargaining agreement takes precedence for those Associates covered by it.

Background Checks

If the third-party Consumer Reporting Agency background check reveals that an Associate has a criminal conviction, the Director of Human Resources, or their designee, will consult with the Office of the General Counsel to determine whether the conviction, disqualifies the Associate from further consideration. When appropriate, the relevant Vice President, or their designee, will be consulted. Upon review of the background check, certain convictions will not disqualify an Associate from the promotion or transfer, however, other convictions may remove an Associate from further consideration.

When determining whether the conviction disqualifies the Associate, the Company will consider the following:

- nature and seriousness of the conviction and the related offense
- relationship between the specific duties of the position and the nature and seriousness of the conviction and the related offense
- number of convictions of the Associate
- length of time that has passed since the conviction
- Associate's effort at rehabilitation
- Associate's employment history; and
- accuracy and credibility of the information on the Associate's employment application, if applicable.

Additional factors relevant to a particular situation may be considered in making a determination, however first-degree felonies and above will automatically disqualify the Associate from further consideration.

Failure by the Associate to concede to background checks related to this Policy will also be subject to disqualification from the process.

Promotions & Transfers

(continued)

Positions & Background Checks			
Title	7- Year Criminal Check	10- Year Criminal Check	7- Year Credit Check
All positions earning >74k in annual salary		X	
Managers & Supervisors	X		
Information Technology		X	
Human Resources		X	
Sales/Production Support	X		
Engineering	X		
Accounting & Audit		X	X
Sales Yard/Warehouse	X		
Environmental Health & Safety	X		
Supply Chain	X		
Sales Credit Coordinator	X		X

Credit Checks

If the third-party Consumer Reporting Agency credit check reveals that an Associate has a history of bad debt, the Director of Human Resources, or their designee, will consult with the Office of the General Counsel to determine whether the Associate will be disqualified from further consideration. Associates with bad debt, as defined below, will not be considered for positions that involve the handling of credit cards, cash, or other Company funds.

"Bad debt" is defined as debt that has been referred for collection, has a balance past due more than 60 days or has been written or charged off by the creditor. Bad debt is not considered a risk if it is more than five years old, the result of the candidate's student loan obligations, or incurred through extensive medical care for the candidate or his or her immediate family members or dependents. Bad debt is considered a risk if it exceeds 10 percent of the salary for the position being filled, regardless of the time-period in which the debt was incurred (excluding medical debt and student loans).

When an internal Associate applies for a position Associated with this Policy, they consent in writing to a credit check to be performed when determined to be necessary by the Company.

The Company complies with all federal and state law requirements for consumer and credit reports when information contained in the reports is used as a basis for taking adverse action against the Associate. If a credit check on a current Associate provides adverse information, the Associate will be referred to the Human Resources department for review and resolution.

All background checks will be conducted in accordance with relevant Equal Employment Opportunity Commission (EEOC) and the Fair Credit Reporting Act (FRCA) and state employment laws and statutes for the applicable state maximum allowed under law.

Severance & Termination Pay

Eligible Associates whose employment has been terminated by Acme Brick Company or any of its subsidiary companies due to a reduction of force or position elimination may receive compensation.

Policy & Procedure

When terminated by the Company in a reduction in force or position elimination, regular full-time Associates scheduled to work 30 or more hours per week and regular part-time Associates scheduled to work 20 or more hours per week may receive severance pay in accordance with the schedules herein.

Probationary, temporary, leased, and part-time Associates scheduled to work less than 20 hours per week are not eligible for severance pay benefits upon the end of their employment. (On rare occasions in special circumstances, a Company officer may authorize a greater amount of severance pay than described in the schedules here.)

An eligible Associate cannot receive severance pay until they sign a release agreement provided by the Human Resources Department and until that agreement becomes effective.

Despite the foregoing, no severance pay becomes due and payable in either of the following situations: (1) the Company offers to transfer the Associate to another position with the Company with comparable pay and benefits; or (2) if another business entity is taking over a portion of the affected business operation at issue and either offers the Associate a comparable job or the Associate declines to be considered for employment by the new entity.

Maximum total severance pay is 26 weeks pay. All severance pay is generally paid out in a lump sum.

Regular Full Time Associates (30+ hrs/wk)

Years of Service Completed	Severance Pay Available
< 90 days	none
90 Days - 1 Year	1 week of pay
1 - 5 Years	2 weeks pay
6+ Years	2 weeks pay + 1/2 week for each year of service over 5 years

Example: Full Time Associate who has completed 30 years of service:

- First 5 years of service = 2 weeks of severance
- 25 years subsequent years at ½ week's pay = 12.5 weeks of severance

Total severance = 14.5 weeks of pay

Regular Part Time Associates (20+ hrs/wk)

Years of Service Completed	Severance Pay Available
< 1 Year	none
1 - 5 Years	1 week of pay
6+ Years	1 week of pay + 1/2 week for each year of service over 5 years

Example: Part Time Associate who has completed 10 years of service:

- First 5 years of service = 1 week of severance
- 5 years subsequent years at ½ week's pay = 2.5 weeks of severance

Total severance = 3.5 weeks of pay

Severance & Termination Pay

(continued)

The pay rate used for severance pay is as follows:

- For Associates with fixed rates of pay, the pay rate effective on their last day of employment will be used in the severance pay calculation.
- For Associates with variable rates of pay, the severance pay rate will be calculated by using the average weekly gross during the last six months of employment.

In addition to the severance pay, eligible Associates also receive the following when they separate:

- Accrued but unused Paid Time Off (PTO) if the Associate is eligible under the Company's PTO Policy
- Regular pay through the last day worked

Termination Pay Policy & Procedure

When terminated due to discharge, resignation, retirement or death, Associates are entitled to termination pay in accordance with the following schedule:

- Accrued but unused Paid Time Off (PTO) if the Associate is eligible under the Company's PTO Policy
- Regular pay through the last day worked

Time Of Payment

Final termination pay will be made promptly after the last day of employment in accordance with state law. Any severance pay under this policy will be paid promptly after the release agreement between the Company and the Associate becomes effective.

Benefits

The Human Resources Department will provide the Associate with information regarding the conversion or continuation of elective benefits, if any.

Tobacco and Vaping Use Policy

Policy & Procedure

Acme complies with all applicable federal, state, and local regulations regarding the use of tobacco and tobacco related products in the workplace. It also provides a work environment that promotes productivity and the well-being of its Associates.

Tobacco use includes cigarettes, chewing tobacco, pipes, vaping, or cigars of any kind as well as the use of other plants or substances that may be promoted as tobacco substitutes.

> *Associates who use tobacco products should only do so outside in designated areas during authorized rest breaks and meal periods.*
>
> *Associates are not allowed extra break periods for tobacco use.*
>
> *Associates are not allowed to use tobacco while on Company premises or vehicles.*

The policy applies to Associates during working time or any time while on Company premises or in Company vehicles, and to customers and visitors while on Company premises.

Associates are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers in regard to the tobacco free policy. However, tobacco users have a special obligation to keep used areas litter-free and not to abuse break privileges.

Tobacco Cessation

Acme can provide assistance with quitting tobacco use. Ask your HR rep for more information.

Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

Employee Assistance Program

The Company provides an Employee Assistance Program ("EAP") for Associates and their families who need confidential, professional assistance with problems that affect their personal lives and/or job performance.

Eligibility

Families, at one time or another, may have a need for professional counseling assistance. Either personal assistance, or referral to other qualified professionals for assistance, is available to Associates and to their immediate family members for challenges such as family issues, emotional issues, alcohol/drug issues, work-related issues, marital issues, legal issues, financial issues, and physical issues.

Requesting Assistance

Self-Referral: When an Associate has a personal or family problem, he/she may contact the EAP counselor. The contact information is available on the Acme Brick internal website under the Benefits and Wellness tab of the Human Resources section. If an Associate needs assistance to reach the EAP counselor, call Corporate Human Resources.

All conversations with EAP are confidential and are not shared with other Associates.

The Employee Assistance Program is an Associate benefit provided at no cost either to Associate or their families. However, if an Associate is referred to a professional outside of the Acme Brick EAP Program, he/she may incur a charge for services.

Contact Us.
Anytime, Anywhere.

No cost, confidential solutions to life's challenges.

Emotional Support, Life Adjustments, Relationships, Finding Care, Moving, Planning, Legal Guidance, Wills, Retirement, Mortgages, Budgeting, and More

www.guidanceresources.com
web ID: Lincoln
Company: ACME Building Brands

Associate Purchases

Do you want Acme Brick products around your home? As an Associate, you may be eligible for a discount.

Purchases From Associates

It shall be the policy of the Company not to purchase any goods or services from any Associate or close relative of the Associate without the prior written approval of an officer of the Company.

Acme Associate Purchases of Acme Brick

The Company desires to encourage Associates to use Acme Brick products, thereby creating Company loyalty and pride; and therefore will provide Associates the opportunity to purchase such products at special reduced prices for their personal use.

Purchases shall be only for personal use by the Associate or his or her immediate family. Immediate family is defined as spouse, children, father, mother, mother-in-law or father-in-law. Purchases shall also be allowed for personal use for retired Associates. This allowance will be for the retiree's use only. Past employment of the retiree will be vetted by Human Resources. The special Associate price is not applicable if the products are to be used in any commercial building or in any home being built for resale. The Company retains the right and may use its sole discretion to discontinue or suspend the privilege of any Associate to make Associate purchases.

Purchases of Acme products may be handled in one of two ways. Purchases may either be invoiced directly to the Associate or the Associate may pay in full to the builder and a rebate check will be issued. All rebate checks will be issued in the name of the Associate only. Special order items must be paid for at the time of placing the order.

Only permanent Associates who have worked for the Company for two (2) months (60 days) will be eligible to purchase products at Associate prices.

The "Associate price" for Acme products has been established as set forth below:

> *Acme manufactured products will be sold to eligible Associates at cost plus delivery costs (including freight), and applicable taxes. Acme purchased products will be sold to eligible Associates at cost plus 5%, plus delivery cost (including freight) and any applicable taxes.*

Purchases of Acme products: Associates desiring to purchase building materials (bricks, concrete block, brokerage items, tile, etc.) must first complete the "Request for Associate Pricing" and obtain the approval of their Location Manager on the form.

Associate Purchases

(continued)

After this is obtained, the form should be forwarded to the Marketing Department representative for completion of discount and pricing information. Upon receipt of completed pricing request the Associate should then place the order through the nearest
Acme sales location. Once the order has been priced, it will be processed as any other order.

In the event that a rebate reimbursement is requested after the Associate has made his purchase, all applicable Acme Brick invoices will be forwarded to the Marketing Department representative for processing of the discount rebate. Upon payment of all invoices, the discount reimbursement will be issued to the Associate through the payroll system.

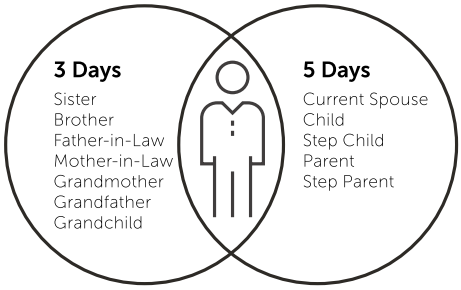
Note: At this time Acme Brick Company is unable to offer other Berkshire Hathaway Company employees or Berkshire Hathaway shareholders discounts on Acme Brick products.

Please note: This policy pertains to Associates not covered by a collective bargaining agreement.

Bereavement Leave

Acme Brick supports Associates during their times of grief and bereavement.

Policy & Procedure



Only full-time, regular Associates are eligible for bereavement pay. Full-time Associates are defined as those that are regularly scheduled to work thirty (30) or more hours per week. Temporary and part-time Associates are not eligible for bereavement pay.

"Immediate Family" is defined as: parents, current spouses, children, brothers, sisters, grandparents, grandchildren, step children and step parents. Exceptions may be made on a case by case basis by the location or Regional Manager.

The Associate must notify their leader as soon as possible that a bereavement absence is requested.

The Company may request verification of the absence (e.g. death certificate, obituary) prior to granting bereavement pay. Falsification of a need for bereavement leave will subject an Associate to disciplinary action, up to and including termination.

Eligible Associates may take up to three (3) consecutive workdays off with pay following the death of a sister, brother, father-in-law, mother-in-law, grandmother, grandfather or grandchild.

Eligible Associates may take up to five (5) consecutive workdays off with pay following the death of a current spouse, child, step child, parent, step parent, or person who stood in loco parentis to the Associate.

Associates are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular Associate of the Company, provided such absence from duty will not interfere with normal operations of the Company.

The number of hours paid for a bereavement will be in alignment with their regularly scheduled workday.

The rate of pay for a bereavement will be determined by the calculation identified in the PTO policy (see 'Calculation of PTO Pay').

If an Associate is on PTO during a bereavement, they will be paid for the bereavement rather than utilizing their PTO. They will not be paid both bereavement pay and PTO pay for a given day.

Paid bereavement hours will not be counted as hours worked by an Associate in determining overtime pay.

Associates on unpaid leave (e.g., not receiving PTO) will not receive bereavement pay.

While no paid time off is available for funerals of individuals not covered by this policy, unpaid time off to attend a funeral may be granted at the supervisor's discretion.

The Company understands the impact that death can have on an individual or a family. The Associate should speak with their supervisors if additional time is needed. PTO could be used after bereavement leave is exhausted; a personal leave of absence is also possible. Please reach out to HR for guidance as needed.

Paid Time Off (PTO)

Acme Brick Company believes that its Associates are the key to what makes a great company and that a balance between work and personal activities is essential to maintain quality performance and a positive work environment. To support this philosophy, the company has designed a Paid Time Off (PTO) plan that incorporates vacation, personal and sick leave into one program.

Associates are accountable and responsible for managing their PTO hours to insure adequate paid time off is available for vacation, personal time, illness, disability, emergencies, or other situations that require time off from work. The company reserves the right to modify this policy at any time as needed. Associates will be notified of any changes before they go into effect.

Eligibility

Associates are eligible for the PTO program if they are a regular Associate scheduled to work 30 or more hours per week on a routine basis. Eligibility therefore occurs upon hire or transfer into a PTO- eligible position. An Associate who is hired as a temporary or part-time Associate, then converted to a regular full-time Associate, will use their full-time conversion date as their PTO anniversary date.

The following workers are not eligible for the PTO plan:

- Regular, part-time Associates scheduled to work less than 30 hours per week
- Temporary workers
- Independent contractors
- Associates covered by a collective bargaining agreement

Effective 1/1/2020, Associates will solely be eligible to accrue PTO (if they are eligible) and will not be able to accrue any other form of paid time off such as sick time pay.

Accrual Schedule

Accruals are based upon paid hours up to 2,080 hours per year, excluding overtime. Length of service determines the rate at which Associates will accrue PTO. Rules surrounding the accrual schedule for eligible Associates include the following:

- Associates must be employed for a full calendar week in order to earn that week's PTO accrual; no partial week accruals will be made.
- For new hires, the accrual begins at the beginning of the first full calendar week of employment after their date of hire.
- For transfers into any eligible position, the accrual begins at the beginning of the first full calendar week in the new position.

Eligible Associates scheduled to work less than 40 hours per week and at least 30 hours per week will earn PTO hours on a pro-rated basis (e.g. a 30 hours per week schedule will earn PTO at 75% of the regular rate).

Eligible non-exempt Associates will generally receive PTO for each hour worked during a work week up to 40 hours.

Paid Time Off (PTO)

(continued)

Eligible exempt Associates will generally accrue PTO each work week in which they perform work according to the schedule below (pro-rated for any exempt Associate scheduled to work at least 30 hours per week but less than 40 hours per week).

Eligible Associates will not accrue PTO while on a leave of absence or other time off from work unless they are taking PTO. PTO is not accrued during cash outs upon termination. Associates become eligible for the higher accrual rate on the first day of the pay period in which the Associate's anniversary falls.

PTO Accrual Rates

Years of Service Completed	Accrual Rate per Weekly Pay Period*	Annual PTO Accrual*
< 1 Year	2.31 hrs	120 hrs (15 days)
1 - 2 Years	2.46 hrs	128 hrs (16 days)
3 - 5 Years	2.76 hrs	144 hrs (18 days)
6 - 9 Years	3.23 hrs	168 hrs (21 days)
10 - 19 Years	3.69 hrs	192 hrs (24 days)
20 - 29 Years	4.15 hrs	216 hrs (27 days)
30+ Years	4.61 hrs	240 hrs (30 days)

** Annual and weekly PTO accruals are estimates based on an Associate accruing PTO 40 hours each week for 52 weeks.*

Calculation of PTO Pay

Piece rate workers

- Associate's gross wages as of the end of the most recent completed calendar quarter - excluding overtime premium, holiday, bonus, leave pay - divided by hours worked during that quarter. Note: Leave pay includes bereavement, disability, jury/witness duty.

All other pay groups, including production overhead & production hourly

- Current hourly rate (base pay; does not include overtime or commissions)

Paid Time Off (PTO)

(continued)

Scheduling PTO

PTO is designed to provide paid time off for vacation, personal sickness, family sickness, family activities and extra holiday time. Apart from non-foreseeable medical issues, PTO must be preapproved and scheduled with the Associate's supervisor. Approval for all scheduled time away is subject to applicable workloads.

If an Associate will miss work due to an unforeseen medical issue, they should report their circumstance to their supervisor as soon as possible. Associates must comply with all call-in procedures established by the Company at the facility where the Associate works. Unscheduled PTO will be monitored. Subject to applicable law, an Associate will be counseled when the frequency of unscheduled PTO affects the operations of the department. A supervisor may request that an Associate provide a statement from a health care provider or other appropriate entity confirming the justification for an unscheduled absence.

Utilizing PTO

Rules surrounding the utilization of PTO:

- PTO accruals are available for use in the fifth pay period following their eligibility date. All hours thereafter are available for use in the pay period following the pay period in which they are accrued
- PTO accruals for rehires (Associates who left the Company then returned within a year of their departure) as well as those who transfer into an eligible position are available for use in the pay period following the pay period in which they are accrued.
- For exempt Associates, PTO must be taken in full days.
- For non-exempt production-location hourly Associates, PTO must be taken in a minimum of 4 hours.
- For non-exempt roles that are not based at a production location, PTO must be taken in a minimum of 2 hours.
- Associates are required to use PTO hours according to their regularly scheduled workday.
- PTO is not counted as hours worked for the purposes of computing overtime pay.
- PTO will not be paid for days in which the Associate is not scheduled to work.
- Associates must generally use any accrued PTO when on FMLA leave pursuant to the Company's FMLA policy.

Minimum Daily Reportable PTO Hours

	Production Locations	All Other Locations
Salaried Exempt	8 hrs	8 hrs
Hourly (Non-Exempt)	4 hrs	2 hrs

Paid Time Off (PTO)

(continued)

Borrowing PTO

Associates may find they need time away from work prior to accruing sufficient PTO. Once an Associate reaches 90 days of service, an Associate may borrow up to 40 hours of PTO with supervisor approval and is contingent upon signing an 'Authorization for Wage Deduction' form. Additional time needed beyond the borrowed 40 hours must be taken as unpaid time and must be approved by the supervisor. If an Associate incurs a negative PTO balance and then leaves the Company, the negative balance will be taken out of their final pay subject to federal/state/local legal requirements. Associates may not borrow additional hours as described herein until they have paid back all borrowed time.

Carry Over and Forfeiture

A maximum of 80 hours of accrued and unused PTO time may be carried over from one service year to the next based on an Associate's service anniversary.

In other words, when an Associate reaches their service anniversary each year, up to 80 hours of accrued and unused PTO may be carried over into the next year of service. The Company will automatically handle the carry over for the Associates. Any accrued and unused PTO greater than 80 hours will be forfeited when they pass their service anniversary.

Payout upon Termination

If you retire, resign your employment or if you are terminated by the Company, you will be paid for all earned/unused PTO time accrued as of the date your employment ends. Final paychecks will include deductions for any negative PTO balance as of the date your employment ends subject to federal/state/local legal requirements.

Legacy Sick Time

Please refer to separate policy for information on the administration of Legacy Sick time on page 77.

Tuition Reimbursement

Acme Brick encourages Associates to participate in the educational assistance program and advance their career with a higher level of knowledge and learning. In effort to promote these interests, the Tuition Reimbursement Policy provides financial assistance and reimburses Associates who by their own initiative take courses in-person or on-line or pursue a degree or certification from any nationally accredited institution.

Eligibility

Associates must be full-time (30 hours/week plus), with one year of continuous service with no formal discipline issues in the past 12 months and must not be subject to a collective bargaining agreement.

The Company will reimburse eligible Associates for tuition and registration fees at 100% reimbursement up to the maximum amount allowed under the Policy. Courses and certifications are eligible for reimbursement under the Policy if, in the good faith determination of the Company, they relate to the Associate's position or profession within the Company, are beneficial or necessary to the needs of the Company, or enhance a skill the Company needs or may need in the future, provided the course work will not interfere in the Associate's duties for the Company.

Other expenses such as books, parking, supplies, dues, recreational fees, etc., are not reimbursable.

The Company requires written approval and a signed Tuition Reimbursement Agreement before beginning a course or reimbursement will not be provided under the Policy.

Policy

Eligible Associates who are pursuing either an undergraduate or graduate degree or certification from an accredited institution are eligible to receive up to five thousand two hundred dollars ($5,200.00) per calendar year for tuition and registration fees (but if the Associate receives any financial aid such that they have to pay less than $5,200 for tuition and registration fees out-of-pocket, the Company reimbursement will be limited to that out-of-pocket amount). Amount must be used for course expenses provided the requested course(s) meet the criteria described in the Eligibility section of the Policy.

Eligible expenses will be reimbursed provided that a passing grade is attained upon completion of the course. Any grade lower than "C", or a Fail, WP, WI or other similar designation will not qualify for reimbursement under the Policy.

An Associate who voluntarily leaves the Company or whose employment is terminated for any reason prior to completing a course will solely be responsible for the expenses Associated with that course and will not be reimbursed under the Policy.

Any exceptions to the Policy must have VP approval with the concurrence of the Director of Human Resources.

Procedure

Associates will discuss their continuing education or certifications plans with their immediate supervisor prior to pursuing a program and be eligible for benefits under the Policy.

Associates must complete and sign the tuition reimbursement application and submit it to their supervisor for approval.

Tuition Reimbursement

(continued)

Supervisors will review the application and consider:

- the scope of the classes and the relation to the Associate's current responsibilities and future job opportunities
- the expected workload and the necessary time away from the Associate's job responsibilities
- the Associate's demonstrated capability to maintain acceptable job performance while taking classes.

If the supervisor approves the application, the Associate must submit the approved application form to the Human Resources Department (the "Administrator") for final approval and process prior to the start date of the degree related courses. Upon approval by the Administrator, the Associate must also sign and submit the Tuition Reimbursement Agreement.

Associates may submit only one semester of classes per application.

Successful completion of approved courses, grade reports and receipts for reimbursable expenses such as tuition and fees are due to the Administrator within 30 calendar days of completion.

Please allow up to two weeks for receipt of reimbursement check.

In the event an Associate voluntarily terminates their employment with the Company or is terminated for cause before reimbursement requirements are met under the Tuition Reimbursement Agreement, the Associate agrees to repay the reimbursed amount as required under the Agreement. The Tuition Repayment Agreement can be found on the Company intranet page.

The Policy is intended to comply with all Internal Revenue Service ("IRS") requirements as stated in IRS Publication 970, Tax Benefits for Education, Internal Revenue code Section 127; and other related publications, applicable federal and state laws. Under IRS regulations, any educational payment made by Acme Brick Company on behalf of an Associate is taxable as additional personal income, if the amount exceeds the maximum allowed under law.

Types of Leave Summary

	FMLA *see page 51*	Military *see page 58*	Personal *see page 56*
Definition:	Absence for birth, placement, or care of a child, to care for child, parent, or self with serious health condition, or qualifying exigency	Absence to serve in uniformed services of the U.S. ("uniformed services" include Armed Forces, Military Reserves, and National Guard)	Leave of Absence for personal reasons
Eligibility:	After 12 months, with at least 1250 hours worked, at a worksite with 50 or more Associates within 75 miles	Immediate	Immediate
Notice Requirements:	Reasonable advance notice; 30 days when possible	Reasonable advance notice; 30 days when possible	Reasonable advance notice; 30 days when possible
Maximum Duration:	Up to (12) weeks or up to 26 weeks if active duty related	Up to Five (5) years	Up to twelve (12) weeks
Pay While on Leave:	Unpaid Leave	Associate will be paid by the military.	Unpaid Leave
Substitution of Paid Leave:	Must use any available PTO concurrently with leave.	May choose to use any available PTO concurrently with leave.	Must use any available PTO concurrently with leave.
Documentation Requirements to Start Leave:	Associate must complete FMLA Application for Leave of Absence Form	Associate must complete Application for Leave of Absence Form and provide copy of military duty orders	Associate must complete Application for Personal Leave of Absence and obtain approval from Management.
Continuation of Health Benefits:	Associate may choose not to retain coverage, If retained, and on PTO costs will be deducted from regular payroll. If retained, but on Unpaid Leave, Associate must pay for benefits.	Associate pays same rate as active Associate for service period for a maximum of six (6) month period. After the six (6) month period the Associate will be offered COBRA for 18 months and will pay full premium + 2% administration fee.	Associate pays same rate as active Associate.
Eligibility for Service-Based Benefits:	Associate entitled to any benefits he or she had at beginning of leave	Associate entitled to any benefits he or she had at beginning of leave plus any additional seniority benefits the Associate would have attained if Associate remained continuously employed with the Company.	Associate entitled to any benefits he or she had at beginning of leave.
Documentation Requirements Upon Return to Work:	Contact HR	Discharge papers showing Associate was discharged or released from active duty. Injured veterans must present Physician's Release.	Contact HR
Restoration to Prior Position:	Yes	Yes	Yes, if a position is available.

Family and Medical (FMLA) Leave Definitions

A reference of common terms used throughout the leave of absence section.

Acme – Acme Brick Company and its affiliated and subsidiary entities. Acme includes all officers, management and Associates.

Approved Absence – Associate's absence acknowledged by both immediate Supervisor and Plant Manager

Arrears – Sum an Associate owes Acme Brick for not paying their weekly premiums.

Child – a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Concurrent – Along with, at once

Covered Active Duty – member of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

Covered Service Member – member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Full-Time Associate – On Acme payroll and works 30 or more weekly hours.

Immediate Supervisor – Leader who the Associate reports to daily.

Personal Leave – Associate's urgent personal absence request granted at Acme's discretion that does not fall under any other leave of absence.

Premiums – Weekly amount an Associate pays for their Acme Benefits.

PTO – Paid time off (PTO) plan that incorporates vacation, personal and sick leave into one program for Associates to accrue and utilize at their discretion. See page 42 for more information.

Serious Health Condition – illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term, or permanent periods of incapacity.

Serious Injury or Illness – incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

Family and Medical (FMLA) Leave Definitions

(continued)

Spouse – a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state.

Parent – a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Associate when the Associate was a child. This term does not include parents "in law."

Qualifying Exigency – short-notice deployment, military events and activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and Associate agree, including agreement on timing and duration of the leave.

The Next of Kin of a Covered Service Member – nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Family and Medical (FMLA) Leave

The Family and Medical Leave Act of 1993 (the "FMLA"), enacted into law on February 5, 1993, requires companies with 50 or more Associates within 75 miles of a work site to provide eligible Associates at that work site with up to 12 weeks of unpaid job protected leave per twelve month period for the birth, adoption or foster placement of a child, to care for a spouse or an immediate family member (son, daughter, or parents) with a serious health condition; due to an Associate's serious health condition; or a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status, and up to 26 weeks of unpaid job protected leave per twelve month period for an Associate to care for a spouse, son, daughter, parent, or next of kin who is a covered service member who has a serious injury or illness related to active duty service.

Policy

When requested and in accordance with the FMLA and this Policy, the Company will:

- Grant an eligible Associate's request for leave under the FMLA when such request is for one of the types of FMLA leave described below,
- Continue medical plan benefits for the Associate and his or her dependents if they were enrolled in the Company medical plan on the day before the leave is granted, and
- Restore the Associate to his or her previously held or equivalent position with the same pay and benefits upon return to work at the end of such leave.

Eligibility

To qualify for FMLA leave, an Associate must

1. have worked for the Company for at least twelve months (although it need not be consecutive);
2. worked at least 1,250 hours in the previous twelve months; and
3. be employed at a worksite that has 50 or more Associates within 75 miles.

Types of Leave

An eligible Associate may take up to twelve weeks unpaid FMLA leave in a twelve month period (measured forward from the date an Associate's first FMLA leave begins) for any of the following reasons:

1. For the **birth of a child** and in order to care for that child (leave to be completed within one year of the child's birth).

Family and Medical (FMLA) Leave

(continued)

2. For the **placement of a child** with the Associate for adoption or foster care and in order to care for the child (leave to be completed within one year of the placement).

3. To **care** for a son, daughter, or parent with a serious health condition.

4. Due to the **Associate's own serious health condition** that renders the Associate unable to perform any of the essential functions of their position.

5. A **qualifying exigency** of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty (or has been notified of an impending call or order to covered active duty).

An eligible Associate may also take up to twenty-six weeks of unpaid FMLA leave in a single twelve-month period beginning on the first day that the Associate takes FMLA leave to care for a spouse, son, daughter, parent, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

Associate Notice Requirements

The FMLA requires an Associate to **give the Company at least 30 days' notice before a leave is to begin**, or if that is not possible, as much notice as is practicable. If the leave is unforeseeable, the Associate should give notice within one or two working days of learning of the need for the leave. Notice by the Associate may be verbal, in person, by telephone or other electronic means.

Certification of Need for Leave

If an Associate requests leave for their own or a covered relative's serious health condition, the Associate and the relevant health care provider must supply appropriate medical certification on a form supplied by Corporate Human Resources. When an Associate requests FMLA leave, the Company will notify the Associate of this requirement and when the certification will be due (15 days after the leave is requested). Failure to provide the requested certification in a timely fashion may result in denial of FMLA-covered leave.

At its expense, the Company may require an examination by a second health care provider designated by it. If the second health care provider's opinion conflicts with the original certification, the Company at its expense may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide the requested certification on a timely basis may result in delay of further FMLA leave.

Family and Medical (FMLA) Leave

(continued)

Intermittent Leave

Associates may take leave intermittently or on a reduced leave schedule when medically necessary, or in the case of the birth, adoption or foster placement of a child, when agreed to by the Company and Associate. Intermittent leave is defined as leave taken in separate periods of time due to a single illness or injury. It may be taken in periods ranging from one hour or more to several weeks.

Intermittent leave will be prorated from the normal work week of an Associate. For example, if an Associate who normally works five days a week takes off one day a week, the Associate would be using 1/5 of one week of FMLA leave each week.

Substitution of Paid Leave

FMLA leave is unpaid. However, an Associate must use any available PTO or other paid time off leave concurrently with FMLA leave until that PTO or other paid leave is exhausted. At that point, any remaining FMLA leave will be unpaid. The substitution of paid leave for unpaid FMLA leave does not extend the maximum FMLA periods noted above.

However, if an Associate on FMLA leave is receiving income benefits from payors such as workers' compensation or short term disability (STD), the Associate is not permitted to use PTO or other paid leave during the periods the Associate is receiving those income benefits.

Leave taken for a serious health condition for an on-the-job injury or illness covered by workers' compensation will run concurrently with FMLA leave. If pursuant to a physician's certification that an Associate on such a leave cannot perform his or her regular position, but can perform "light duty", the Company may offer the Associate a light duty position. An Associate can reject that offer and elect to stay on FMLA leave, but such election could impact his or her eligibility to receive workers' compensation income benefits. If an Associate accepts the light duty offer, the time performing those duties will not count against his or her FMLA allotment.

Associate Benefits During Leave

Medical Plan Benefits

> ***If an Associate is enrolled in the Company's medical plan, the Company will continue medical benefits for Associates on FMLA leave as though they were active Associates. Associates will likewise be required to pay any contributions that they would normally pay for such medical plan coverage.***

An Associate on an FMLA leave may choose not to retain medical plan coverage during such leave. However, the Company will reinstate an Associate's eligibility to coverage when an Associate returns after a leave with no qualifying or waiting period, physical examination, or exclusion of pre-existing conditions.

If paid leave is substituted for unpaid FMLA leave, the Company will deduct the Associate's portion of the medical plan contribution as a regular payroll deduction.

Family and Medical (FMLA) Leave

(continued)

An Associate on unpaid FMLA has the option to pay for his or her medical plan contributions in **one** of the following methods:

- Payment is due at the same time as if made by payroll deduction,
- Payment is due in advance on the first day of each month.
- Payment is prepaid pursuant to a cafeteria plan (Tax-Free Premium Plan), at the Associate's option.
- Payment is in accordance with any other method agreed to by the Company and the Associate.

The Company will ensure that Associates who are on leave will be afforded the same rights and privileges as an active Associate including any new or changed benefit plan, the opportunity to change plans or benefits during any open enrollment period, or as a result of a change in family status.

The Company will provide an Associate with advance written notice of the terms and conditions under which these payments must be made in order to maintain such coverage.

If an Associate fails to make timely premium payments (i.e., within 30 days after the due date), the Company may discontinue the health insurance coverage, but the Company must provide a written notice to the Associate that the premium payment has not been received. Such notice must be mailed to the Associate at least 15 days before coverage is to cease, and must advise the Associate that coverage will be dropped on a specified date at least 15 days after the date of the letter, unless payment is received by that date.

If an Associate does not return to work (except in specified circumstances), the Company may recover and the Associate must reimburse all of the premiums paid on behalf of the Associate. The Company may deduct this amount from sums due the Associate (i.e., unpaid wages, PTO, etc.), to the extent permitted by applicable statutes.

Associates returning from a leave will be provided with Company-sponsored benefits (life insurance, disability, etc.) in effect just prior to their taking FMLA leave and without re- qualifying, subject to any change made in such plans affecting all Associates.

If the Company pays the Associate's portion of the premium while Associate is on leave, the Company is entitled to recover the payment by using the same methods provided above.

Limited High-Paid Exemption

The Company may deny restoration of employment for certain high-paid Associates (those among the highest-paid 10% of Associates at a work site who are paid salary) if "substantial and grievous economic injury" to the Company would result from the Associate's restoration to employment - not from the Associate's absence.

The Company will notify a high-paid Associate in writing if reinstatement is to be denied under this policy.

Family and Medical (FMLA) Leave

(continued)

Record Keeping

The Company is required to maintain records regarding the compliance with the FMLA for a minimum of three years and will detail:

- dates leave taken,
- documents describing Associate benefits or Company policies affected by such leave,
- records of any disputes.

Other Laws

The Company will provide Associates with any greater protection mandated under applicable state or local law.

Personal Leave

A leave of absence is defined as an approved absence of more than seven (7) consecutive calendar days, not including approved absences for paid time off (PTO).

Full-time Acme Brick Company (the "Company") Associates will be eligible for an unpaid personal leave of absence under the circumstances and subject to the terms and conditions of this Leave of Absence policy and applicable state and federal law. This policy (and others adopted by the Company) will be subject to interpretation by the Company in its sole discretion and may be amended or terminated by the Company at any time, without prior notice to Associates.

In the event there is a conflict between this policy and an existing collective bargaining agreement, the collective bargaining agreement takes precedence for those Associates covered by it.

Eligibility

All full-time Associates are eligible to request an unpaid personal leave of absence.

An Associate's request for personal leave of absence will be granted or denied at the discretion of the Associates Location Manager. If approved, the leave will not exceed twelve (12) weeks.

A personal leave of absence that is granted under false pretenses presented by the Associate, or failure to return to work by the ending date of the leave, will result in disciplinary action up to and including immediate termination of the Associate effective as of the initial date of the leave.

Associates whose employment is terminated because they have exceeded the maximum leave duration allowed under this policy, and state and federal laws, may re-apply for open positions of employment at any time..

Pay During Leave

All personal leaves of absence are unpaid. As such, Associates will be required to use any available PTO while on a personal leave of absence which will run concurrently with the leave outlined in this policy. Associates are not eligible to receive any pay for a holiday that falls within a personal leave of absence unless the holiday falls during a period when the Associate is using PTO. Associates may not borrow PTO while on an approved leave.

The following procedures must be followed in order for an Associate to be considered for a personal leave of absence.

Amount of Notice

When the need for a personal leave of absence is foreseeable, the Associate must provide reasonable advance notice (meaning 30 days notice when possible) and make an effort to schedule leave so that it does not unduly disrupt the Company operations.

Form for Requesting Personal Leave of Absence

Requests for a personal leave of absence must be submitted in writing to the Associate's location manager by completing a "Request for Leave of Absence" form as far in advance as possible prior to commencement of the leave period. All requests for personal leave of absence must be approved by the location manager.

Personal Leave

(continued)

Falsification of information on the request form (or on any supporting documentation) is a violation of Company policy and is grounds for disciplinary action up to and including termination.

The completed Status Change Form and Request for Leave of Absence form must be submitted to HR Benefits at HR@brick.com within 7 calendar days or as soon as administratively possible after Leave is requested.

HR Benefits Department's Obligations

Associates who are granted a leave of absence under this policy will receive a letter to arrange to pay their premiums, if applicable, during their absence. If the Associate uses PTO during the personal leave of absence, all applicable benefit premiums will be paid through payroll deductions while the Associate is using PTO.

The HR Benefits Department will collect the Associate's premium contributions and will send a notice to the Associate if their premium payment is more than 15 days past due. If an Associate does not submit their past due premiums within 30 days following notification, the HR Benefits Department will terminate the Associate's coverage in accordance with the terms of the plan and will send a cancellation notification to the Associate. The Associate's eligibility will be reinstated to coverage when an Associate returns to work after a leave with no qualifying or waiting period, physical examination, or exclusion of pre-existing conditions which were met before the Associate took a personal leave of absence.

Any benefits that remain in arrears when an Associate returns from a personal leave of absence will be collected from the Associate's paycheck.

PTO Accrual

PTO accrual is suspended while an Associate is on a personal leave of absence.

Position Upon Return to Work

Unless covered by relevant state or federal law, Associates who take a personal leave of absence are not guaranteed their job upon return from such leave. The Associate's job may remain open at the discretion of management. The Associate may be returned to another position, if available and job qualifications are met.

Military Leave

A Military Leave will be granted if an Associate is absent in order to serve in the uniformed services of the United States for a period of up to five (5) years (not including certain involuntary extensions of service). Associates who perform and return from service in the Armed Forces, the Military Reserves, or the National Guard will retain certain rights with respect to reinstatement, seniority, compensation, length of service promotions, and length of service pay increases, as required by Company policy and applicable federal or state law.

The following procedures must be followed in order for an Associate to be considered for Military Leave.

Amount of Notice

When the need for a leave is foreseeable, the Associate should provide reasonable advance notice, if possible.

Form for Requesting Leave of Absence

Requests for a leave of absence must be submitted in writing to the Associate's Supervisor by completing a "Request for Leave of Absence" form as far in advance as possible prior to commencement of the leave period. A copy of the military orders must be attached to the request for leave form.

Falsification of information on a Leave of Absence Request form (or on any supporting documentation) is a violation of Company policy and is grounds for disciplinary action up to and including termination.

Human Resources Department's Obligations

Corporate Human Resources will be responsible for sending out COBRA notices, as required, to Associates on leave. Corporate Human Resources will also collect the Associate's premium contributions and send a notice to the Associate if their premium payment is more than 15 days past due. If an Associate does not submit their past due premiums within 15 days following notification, Corporate Human Resources will terminate the Associate's coverage in accordance with the terms of the plan and will send a cancellation notification to the Associate.

Corporate Human Resources will assist in determining the Associate's eligibility for leaves; monitor the length of leaves, and generally assist in administration of the leave policy. The Director of Human Resources will be responsible for interpretation of the leave policy and will be responsible to ensure that leaves are administered according to this policy.

Status Of Benefits

Insurance Benefits (Medical, Dental, Vision)

Associates who are on Military Leave will pay the same rate as active Associates for a maximum of six (6) months, regardless of their length of service. Associates who are granted an approved leave under this policy are advised to arrange to pay their premiums during their absence. Associates are responsible to make arrangements, agreeable to the Company, to pay the premium payments while off work, on their regularly scheduled pay date. After the six (6) month period has expired, the Associate will be offered continuation of health insurance benefits through COBRA.

Military Leave

(continued)

Other Benefits

An Associate who is on an approved Military Leave will continue to maintain his/her original hire date for benefits eligibility, e.g., PTO, additional sick leave, etc., but will not earn benefits while on Military Leave of Absence.

Restoration of Benefits

If an Associate is on an approved Military Leave and the Associate returns to work within five (5) years, his or her benefits will be reinstated, effective with the Associate's return to active employment, under the same terms and conditions as if the Associate had not taken leave.

Medical coverage for such Associates will not be denied, and they will be immediately eligible and not subject to a waiting or eligibility period or denied coverage for pre-existing conditions.

Reemployment Rights/ Return To Work

Medical Release to Return to Work

An Associate returning from Military Leave (if the Associate was injured while on leave) must provide the Supervisor with a health care provider's statement that: (a) certifies that the Associate is released to return to work, (b) states the date on which the Associate is medically able to return to work, and (c) identifies any applicable work restrictions or limitations. This fitness-for-duty statement must be sufficient to permit the Company to determine if the Associate can safely perform the essential functions of the available position, with or without reasonable accommodation, before the Associate will be allowed to return to work.

Restoration Rights

Reemployment of Associates returning from Military Leaves will be in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act. For more information regarding return to work after military service, please contact the Corporate Human Resources Department.

Any Company obligations that are included in the USERRA Act, and any amendments, shall be in addition to or superior to this policy.

Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

Hours of Work

The Company has established normal work schedules. Once established, an Associate's workweek remains fixed regardless of the hours worked.

Acme Brick Company ("the Company") is responsible for maintaining compliance with wage and hour laws as regulated through the Fair Labor Standards Act (FLSA) and applicable state law. Each non-exempt Associate is responsible for accurately reporting all time worked in order to calculate Associate pay and benefits.

The Company has established normal work schedules. Once established, an Associate's workweek remains fixed regardless of the hours worked. However, supervisors have the discretion to establish work schedules for Associates or work groups, within their departments, to meet business needs. The beginning of the workweek may be altered if the change is expected to be required for the foreseeable future.

Any changes to an established workweek must be reviewed with an HR Business Partner to assure compliance with the FLSA and Company policy prior to implementing the change.

Business needs may require that Associates work overtime or be on call. This policy and its procedures govern how the Company pays for that time. Unless specifically noted otherwise, this policy's provisions apply only to those Associates in classifications that are "non-exempt" meaning they are eligible for overtime.

In the event there is a conflict between this policy and a collective bargaining agreement, the collective bargaining agreement takes precedence for those Associates covered by it.

FLSA Associate Classification Definitions

1. *Non-Exempt Associates* are those who are subject to rules laid out in the FLSA. These rules include:

- Non-exempt Associates must be paid at least the federal minimum wage;
- Non-exempt Associates must be paid overtime pay, if they work over 40 hours a week;
- Non-exempt Associates must be paid at least one and one half times base pay for any overtime hours;
- Accurate records of time worked must be maintained for each non-exempt Associate.

Non-exempt Associates are generally paid on an hourly or piecework basis (which is converted to an hourly wage for minimum wage and overtime purposes).

Full-time Associates are defined as those that are regularly scheduled to work thirty (30) or more hours per week.

2. *Exempt Associates* are those Associates classified by the FLSA as executive, administrative, professional, and certain computer professionals, and who are paid a fixed salary. Exempt Associates are typically paid their total weekly salary regardless of hours worked and are exempt from the payment

Hours of Work

(continued)

of overtime. However, exempt Associates may be eligible for additional compensation under certain circumstances. Unless the Associate authorizes a deduction in wages or a deduction in wages is in compliance with state and federal wage and hour laws, or the deduction is specifically permitted by the FLSA, exempt Associates will not be subjected to wage deductions.

Part-Time

Part-time Associates are those who work less than 30 hours per week. Part-time Associates are not eligible for benefits. The Company does permit part-time employment in certain positions, as determined by department needs.

Workweek

A Company workweek begins on each Sunday at 12:00 AM and ends on the next Saturday at 11:59 PM. Since the Company operates 24 hours per day, 7 days per week, an Associate's work schedule may begin on any day of the week and at any time. The normal workweek schedule for full-time, regular office Associates is eight (8) hours per day and 40 hours per week.

Piecework Associates, drivers and yard/warehouse Associates may work eight (8), ten (10) or twelve (12) hour schedules. Because Company pay periods begin on a Sunday, hours worked on a Sunday will not be counted as overtime until the Associate has also worked in excess of 40 hours per week during the remainder of the workweek.

Types Of Work Schedules

Regular Office Schedule

8:00 AM to 5:00 PM Monday through Friday or as determined by business need.

Production Facilities

Production facilities operate 24 hours per day, 7 days per week, depending on the department. Production facilities may operate with one, two or three shifts with hours varying by facility and department. Plant Managers may also alter work and shift schedules seasonally and/or due to production requirements.

Alternate Work Schedule

Flexible work schedules or other variations may be allowed subject to supervisor and HR approval.

Payroll Practices

Pay Periods

Each pay period includes the seven (7) calendar days beginning with Sunday and ending the following Saturday. The Company pays all Associates one week in arrears each Friday. Each paycheck issued will be for the previously completed calendar week.

Time Sheet

Exempt Associates are required to accurately report any time off each week in the format required by their Location Manager. Exempt Associates do not report hours worked each week.

The start and ending time of uninterrupted meal periods of 30 minutes or more for non-exempt Associates must be accurately recorded as such time is not considered work time.

To ensure that the Company has complete and accurate time records and that Associates are paid for all hours worked, non-exempt Associates are required to record all working time. Associates must do so by using either time clocks or time sheets, whichever is required by their location manager. Associates should record each day all actual time worked including the starting and stopping times of each workday and all time away from work such as the starting and ending times of unpaid meal periods and paid time off and holidays.

The corporate payroll office in Fort Worth sets timekeeping deadlines to ensure timely processing of all payroll records. All times referenced in this section reflect Central Standard Time (CST) zone. Times are subject to change due to holidays, inclement weather or other unforeseen circumstances.

All Associates (or designated delegates) must submit their hours to their local timekeeper prior to 8:30 AM every Monday. Supervisors must approve their Associates' hours no later than 9:00 AM every Monday.

Local timekeepers must enter all Associate's reported time in the JDEdwards HR/Payroll system no later than 10:00 AM every Monday.

Payday

Associates can expect payment every Friday; or the immediate preceding business day if Friday is a designated Company or federal banking holiday.

The Company requires all Associates to participate in direct deposit unless the Associate resides in an opt-out state. If the Associate resides in an opt-out state, the Associate must provide a written opt-out election form.

The Company remits payment directly to the bank or financial institution of the Associate's choice. For Associates requiring a paper paycheck, the check will be sent via FedEx or UPS to the Associates' assigned location.

Associates with network access may access their weekly pay stub using the internal E-pays application on the Company intranet. Associates without network access will be provided a printed copy of their pay stub each week by their local timekeeper or other designated delegate.

Payroll Practices

(continued)

Payroll Deductions

To conform to the FLSA, the Company prohibits improper deductions from the salaries of exempt Associates. An exempt Associate must be paid a full salary for any week in which he or she works, except under the circumstances described below.

The Company may make deductions from exempt Associates' pay (which may result in the Associate receiving no pay for all or part of the pay period) for the following reasons:

- The Company may pro-rate the salary based on the number of days worked in the first and final weeks of employment.
- Deductions, in full day increments only, are permitted for absences due to illness or disability when exempt Associates have exhausted all available paid leave, including PTO and Legacy sick banks.
- The Company is not required to pay the full salary for weeks in which an exempt Associate takes unpaid leave under the Family and Medical Leave Act (FMLA), but may pay proportionate compensation if the leave is intermittent.
- No deductions can be taken from an exempt Associate for absences due to jury duty, attendance as a witness, or for temporary military leave; although, the Company can offset the amounts received as jury or witness fees or military pay.
- Deductions from pay may be made for disciplinary reasons for:

  (a) violations of a safety rule of major significance; or,

  (b) violations of written workplace conduct rules and policies.

Payroll Deductions Appeal Process

The Company is required by law to make certain deductions from all Associates' pay, including deductions for payroll taxes and deductions required by wage garnishment, child support, and other income withholding order. (See Section on Garnishments, Levies and Mandatory Withholding Notices). In addition, the Company may make other deductions from pay including for authorized Associate contributions to benefit plans.

Overtime Pay

Associates who are classified as "non-exempt" under the FLSA are eligible for overtime compensation as specified by law and in this policy. Associates will be paid overtime compensation at one and one-half times their regular hourly rate for all hours over 40 in the workweek.

Time charged as unpaid or any form of paid time off (PTO, bereavement, jury duty, sick, holiday, etc.) does not count toward overtime calculations. For example, if an Associate works 36 hours Monday through Thursday and reports 8 hours of PTO on Friday, the Associate would not be eligible for overtime pay even though total hours in the time system for the week equal 44.

Non-exempt Associates must receive advance permission from their immediate supervisors to work overtime. The Company must pay for overtime worked, even if not authorized. However, Associates who work unauthorized overtime may be subject to disciplinary action.

If an Associate believes that they have not been compensated for all hours worked, including overtime pay, the Associate should immediately report their concern to the Human Resources department in Fort Worth. Supervisors and managers are prohibited from requiring or encouraging non-exempt Associates to under report any overtime hours worked. An Associate must immediately report to the Human Resources department in Fort Worth any such requirement or request.

Complaint Procedure

If an Associate believes that there are any errors in their pay - including being overpaid or underpaid or that improper deductions have been made, or that their pay does not properly compensate the Associate for all hours worked (including overtime hours or off the clock work) - the Associate must immediately report their concerns to the Human Resources department in Fort Worth. A representative from that department will promptly investigate the concerns and take corrective action if appropriate.

The Company prohibits and will not tolerate retaliation against any Associate because that Associate made a good faith complaint under this policy.

Tracking Time

All hours entered into the timekeeping system must reflect the actual number of hours worked, using the correct time reporting codes. The Company's time keeping system, JDEdwards, is the official time record and it is the Associate's responsibility to ensure that it is reported accurately.

Falsifying time entries - including working "off the clock" is strictly prohibited.

If an Associate falsifies their time entries, works off the clock, or records another Associate's work time, the Associate will be subject to discipline up to and including termination. An Associate must immediately report to the Human Resources department in Fort Worth if any supervisor or manager requires or encourages the Associate to falsify their time entries or to work off the clock or who otherwise falsifies the Associate's time entries. (See Complaint Procedure).

All non-exempt Associates are expected to report to work at their prearranged shift starting time (unless otherwise authorized by a supervisor or manager) and to accurately record their actual starting time.

All non-exempt Associates are expected to cease work at the prearranged shift ending time (unless otherwise authorized by a supervisor or manager) and to accurately record that ending time.

The start and ending time of uninterrupted meal periods of 30 minutes or more for non-exempt Associates must also be accurately recorded as such time is not considered work time.

Under the FLSA, federal law prohibits the use of "comp time" (giving time off in lieu of overtime pay) by private employers. Saving or "banking" time for future use by non-exempt Associates is also expressly prohibited.

On-Call Time

Area management will schedule an adequate number of Associates for on-call duty for emergency service as necessary during off-duty hours. The Company reserves the right to require any Associate to be available for on-call services. Preference in the assignment of specific calls may be given where specialized skills are necessary.

Rotation of On-Call Duty

Area management will rotate on-call duty provided there are enough available Associates to prevent the duty from being burdensome.

On-Call/Call-Out Policies

(continued)

On-Call Periods

Unless otherwise specified, an on-call period begins at the end of the Associate's regularly scheduled workday. The period ends at the beginning of the Associate's next regularly scheduled workday. This applies regardless of the number of hours or days in that period.

On-call Associates may use their free time while on call as they see fit as long as they may be reached by phone or another electronic device and are available to work as reasonably necessary. Associates on call should not consume alcohol or other substances that may affect their ability to drive and work and must comply with the Company's Drug and Alcohol policy.

Location Information

On-call Associates must provide a current, working telephone number where they can be reached at any time during the on-call period.

On-Call Schedules

Area management shall make every effort to prepare in advance a schedule of on-call duty. However, the Company reserves the right to require any Associate to be available for on-call services. In cases of emergency or unforeseen need, the Company will assign personnel to work as needed, without regard to the schedule.

Payment for On-Call Time

Normally, Associates are not paid for being on call. This is because the Company does not require on-call Associates to remain on the Company premises, in their homes, or in any particular place. Such Associates are free to come and go as they please, provided they leave a telephone number where they may be reached or carry a Company-provided cell phone or other means of communication. If there are special circumstances involving on-call time, the officer of the area may authorize payment for this time.

Call-Out Time

The Company may, at times, need to call out non-exempt Associates to perform work of an emergency nature. Call-out time is unscheduled work that is in addition to an Associate's regular work schedule. An Associate called out for this unscheduled work must accurately record their time worked once they arrive at the work location.

Prescheduled Work

Prescheduled work, even if it falls on a weekend or holiday, is not call-out time. The Company makes payment for such prescheduled work only for the actual time

Other Time Related Policies

(continued)

worked, whether on a regular or overtime basis, with no minimum guarantee.

Garnishments, Levies and Mandatory Withholding Notices

The Company is required by law to withhold portions of an Associate's wages when served with a Tax Levy, Child Support Order, or federal student loan default garnishments. Except where prohibited by state law, the Company is also required by law to withhold portions of an Associate's wages when served with a wage garnishment order initiated by a creditor of the Associate.

The Company's Human Resources department in Fort Worth is responsible for reviewing and administering any levies and garnishment orders served on the Company. It is therefore critical that any such levy or garnishment order served on the Company be immediately transmitted to the Human Resources department in Fort Worth.

Civic Duty Pay

The Company will allow time off from work for all Associates who are summoned to serve on a jury, who are subpoenaed to serve as a witness in court, or who need time off to fulfill their civic obligation of voting. For the purposes of this policy, Civic Duty pay is defined as jury and witness duty and time off for voting.

Jury Duty Or Court Witness Procedure

All Company Associates will be granted time off to serve on a jury or to appear in court as a witness if subpoenaed. An Associate must provide management with notice of a jury summons or trial witness subpoena promptly after receiving the summons or subpoena.

The Company will pay a regular full-time Associate's normal pay for up to 40 hours of jury service and one day of serving as a trial witness.

Civic duty pay is not considered as hours worked for the purpose of computing overtime pay.

When practical, the Associate should return to work if released from service during normal working hours.

An Associate's absence from work either for jury duty or for witness duty will not disqualify an Associate from holiday pay eligibility.

Any payments from the court for jury service or witness fees will not be deducted from Associate's pay.

Time Off for Voting

Subject to applicable state law, an Associate who cannot vote except on a workday and whose work schedule does not allow for sufficient time to vote before or after their work shift will be permitted up to three (3) hours of time off to go vote.

Subject to applicable state law, an Associate who needs time off to go vote must notify management with at least two (2) work days' notice.

Subject to applicable state law, Associates' time off to vote may be paid time off.

Civic duty pay will not be considered as hours worked for the purpose of computing overtime pay.

Associates who are chosen to serve as election officials at polling sites will be required to schedule and utilize available PTO to serve in this capacity.

Compensation for Travel Time

Unless superseded by law, ordinary travel to and from home at the beginning and end of the workday is a normal incident to employment and is generally not compensable. However, under certain circumstances, the Company will compensate non-exempt Associates for travel time that is required by the Company.

Travel Time When an Overnight Stay Is Required

When an overnight stay is required, any portion of required travel that takes place within the Associate's regularly scheduled work hours on any day of the week, including Saturday and Sunday, is treated as hours worked and paid accordingly. Such time is counted as hours worked even if it occurs on a non-working day.

Meal periods will be deducted according to the Associate's regularly scheduled workday meal period times.

Travel time that falls outside the Associate's regularly scheduled work hours is not treated as hours worked unless and to the extent the Associate performs work while traveling as a passenger.

For Travel Out of Town with an Overnight Stay

By Car: When the Associate drives: the entire drive time is compensable unless the Company offered the Associate the opportunity to fly and the Associate declined. In this case, the Associate need only be paid for the estimated time as if he or she flew.

Although it may take more time, it may be that the manager and Associate agree that driving is the most cost effective way.

When the Associate is a passenger in the car: only the time that cuts across the Associate's regular work hours are compensable, minus meal periods, even for travel on weekends.

By Plane: Only the time that cuts across the Associate's regular work hours are compensable (even for travel on weekends).

Travel Time on Special Assignment When an Overnight Stay is Not Required

When an overnight stay is not required, the total travel time, regardless of the time of day or night, is counted as hours worked and paid accordingly except for meal periods.

For Travel Out of Town All in One Day

By Car: If an Associate drives himself or herself to another city and back in one day, then the entire drive time is counted as time worked. The same rule applies for any passenger in the car.

By Plane: Except for bona fide meal breaks, all the time spent from the point the Associate arrives at the airport until he or she returns to the airport is counted as time worked. The drive to and from the airport from the Associate's house is considered commuting time and is not compensable.

Travel Time During Emergency Situations

When an Associate is required to travel outside regularly scheduled work hours to perform emergency services for the Company, all time spent on such travel is treated as hours worked and paid accordingly except for meal periods.

Compensation for Travel Time

(continued)

Working While Traveling

When an Associate performs work while traveling on Company business outside of normal working hours, all time spent on such work is treated as hours worked and paid accordingly.

Procedure

- All travel time should be approved by the Associate's supervisor prior to final scheduling.
- Associates are responsible for accurately tracking and reporting travel time.
- Meal periods should be deducted from travel time.

Holiday Policy

Holiday Schedule	
New Year's Day	January 1 or closest business day if January 1 falls on a weekend
Memorial Day	Last Monday in May
Independence Day	July 4 or closest business day if July 4 falls on a weekend
Labor Day	First Monday in September
Veterans Day	Veterans Day will be a paid holiday on November 11 (or closest business day) for current guard or reservists as well as honorably discharged veterans.
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve	December 24 and 25 unless December 25 falls on Saturday, Sunday or Monday.
Christmas Day	If December 25 falls on a Saturday, holidays will be the preceding Thursday and Friday. If December 25 falls on a Sunday or a Monday, holidays will be the preceding Friday and following Monday.
Cultural Holiday (Floating)	To be used by each Associate for a cultural holiday of their choosing. Examples include but are not limited to: MLK Day, Juneteenth, Good Friday, Cinco de Mayo, Eid al-Fitr, Yom Kippur, Dia De Los Muertos.

** Exceptions may be made, at the discretion of the Company, for additional holidays.*

Policy & Procedure

Only full-time, regular Associates are eligible for holiday pay. Full-time Associates are defined as those that are regularly scheduled to work thirty (30) or more hours per week. Temporary and part-time Associates are not eligible for holiday pay.

The number of hours paid for a holiday will be in alignment with their regularly scheduled workday.

The rate of pay for a holiday will be determined by the calculation identified in the PTO policy (see Calculation of PTO Pay on page 43).

If an Associate works on a holiday, holiday pay will be paid in addition to pay for time worked that day.

If an Associate is on PTO during a holiday, they will be paid for the holiday rather than utilizing their PTO. They will not be paid both holiday pay and PTO pay for a given day.

Paid holiday hours will not be counted as hours worked by an Associate in determining overtime pay.

To receive holiday pay, an Associate must work their last scheduled workday preceding the holiday and their first scheduled workday following the holiday. However, this condition to receiving the holiday pay will not apply to either of the following: (i) the Associate is using pre-approved PTO; or (ii) the Associate has an unforeseeable medical issue that requires the Associate to miss work (as evidenced by a doctor's note).

Holidays

(continued)

To receive holiday pay, an Associate scheduled to work on that holiday must work their scheduled shift that day unless the Associate has an unforeseeable medical issue that requires the Associate to miss work (as evidenced by a doctor's note).

Associates on unpaid leave (e.g., not receiving PTO) will not receive holiday pay.

Veterans Day holiday pay will be handled as follows:

- Veterans seeking to receive Veterans Day holiday pay must scan and email their DD Form 214 demonstrating an honorable discharge or a general discharge under honorable conditions to hr@brick.com prior to November 11th. Once on file there is no need to scan and send annually.

- Reservists or guard members seeking Veterans Day holiday pay must scan their common access card, their latest orders or a leave and earnings statement showing they are currently on reserve or guard duty. This must be emailed to hr@brick.com annually prior to November 11th.

- HR will provide a list to payroll on November 11th of all veterans, reservists and guard members who have submitted the proper documentation. Payroll will ensure that these Associates are paid for the Veterans Day holiday.

Additional policy/procedures Associated with the Cultural Floating Holiday:

a. Each Associate has one Cultural Holiday available to them each calendar year.

b. Cultural Holiday does not carry over from one calendar year to the next; in other words, you use it or lose it each calendar year. Nor does the Cultural Holiday get paid out should an Associate leave the Company.

c. It must be scheduled and approved by an Associate's leader 30 days in advance.

d. The leader has the right to approve or deny the holiday based on business needs and staffing availability.

e. It may not be taken the day before or the day after another holiday, or the day before or after a weekend which is adjacent to a holiday. For example, if Christmas Eve and Christmas Day are on a Thursday and a Friday, the floating holiday may not be taken on the Wednesday prior or the Monday after.

Human Resources will publish a holiday schedule annually.

** This Holiday Policy pertains to Associates not covered by a collective bargaining agreement

Legacy Sick Time

The Company recognizes that Associates will occasionally need days off from work to address their medical needs. Therefore they should refer to the PTO policy for additional information as it applies to Associate's own illness or for the care of a sick child, spouse, domestic partner or parent.

For those Associates who were hired prior to January 1, 2020 and have Legacy Sick Time balance, they may use the time for themselves for sick related occurrences only after their earned, unused PTO is exhausted. Legacy Sick Time is not replenishable and may not be used for vacation or personal time.

Any Legacy Sick Time in Associate's bank at the time of separation of employment from the Company will not be paid out.

The Company reserves the right to require Associates to provide a note from the doctor verifying that an absence was caused by a medical situation and to require documentation from the doctor authorizing the Associate to return to work with or without restrictions.

Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

ENVIRONMENTAL & SUSTAINABILITY STATEMENT

Acme Brick Company demonstrates its stewardship of the natural environment and of the communities in which we live and work by providing long-lasting products of enduring quality and beauty and by conducting our operations in an environmentally responsible manner.

To further our commitment to our environment, Acme Brick Company will:

- Provide and promote sustainable manufactured and purchased building products to our customers.
- Comply with relevant environmental legislation, regulations, standards and codes of practice as the absolute minimum requirement.
- Eliminate/minimize waste through:
  a. Efficient use of all forms of energy
  b. Minimization of greenhouse gas emissions
  c. Minimization and reuse of waste production materials
  d. Conscientious use of non-renewable resources and raw materials.
- Conduct our operations to minimize environmental risk and, where practicable, eliminate adverse environmental impacts.
- Educate and engage our Associates, customers and others on the importance of conserving resources, reducing waste and recycling.
- Develop and implement rigorous environmental goals and objectives.
- Lead efforts to craft and reform laws and regulations to create more effective policies with greater environmental benefits.
- Utilize management programs and standards that foster environmental excellence and innovation.
- Conduct regular reviews of all environmental aspects of our business to assure continuous improvement of our sustainability awareness and performance.

THE SENIOR MANAGEMENT OF ACME BRICK COMPANY ENDORSES THIS STATEMENT.

Ed Watson
President & CEO

Stan McCarthy
Senior Vice President of Sales

Norris Watson
Senior Vice President of Sales

John Brewer
Vice President of Sales

Mike Shipley
Vice President of Production

Elaine Suleski
Vice President of Accounting

HEALTH AND SAFETY STATEMENT

Acme Brick Company is committed to the Safety, Health and Wellness of our Associates. We strive to provide a safe and secure work environment for our Associates, our contractors, and our visitors by promoting a culture of zero harm. We believe that all accidents, injuries and occupational illnesses can be prevented. We recognize that Safety and Health are fundamental to the success of our business and in keeping with our key beliefs of **Doing Right** and **Take Ownership**.

Working safely is a condition of employment at Acme Brick Company and underlies the following principles.

- Safety is fundamental to everything we do.
- Compliance with applicable rules and regulations, including Acme Safety Policies, is a condition of employment.
- Preventing accidents shall be the primary consideration in all phases of our operations and administration.
- We are committed to removing or minimizing conditions that could cause personal injury or occupational illness.
- All injuries and occupational illnesses are preventable, and a workplace with zero incidents is achievable.
- Management is responsible for providing leadership, direction, and the resources necessary to promote and protect the Safety and Health of all Associates.
- Everyone is expected to **Take Ownership** by recognizing and correcting at-risk behavior or unsafe conditions for themselves and their co-workers.
- We make decisions and promote behaviors that protect us and others from risk of injury.
- We use formal problem solving to reduce risk and continuously improve our safety performance.

These principles will be achieved through leadership and commitment, open communication at all levels of the organization, training and instruction of Associates, incident and accident reporting, investigation and corrective action, and the setting of rigorous goals and objectives designed to minimize risk and promote continuous improvement.

Ed Watson

Ed Watson, President and CEO

Infectious Diseases

Acme will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of the Company during any such time that Associates are safe within the workplace while operating as effectively as possible.

Accordingly, and to the best of our ability, Acme will monitor guidelines issued by federal agencies, e.g. the Centers for Disease Control and Prevention (CDC) and any applicable state and federal mandates as they become available. After which, the Company will develop standards and protocols based on the guidelines to be implemented and followed by all Associates.

Preventing the Spread of Infection in the Workplace

The Company requires compliance of related policies to mitigate the spread of an infectious disease outbreak, and all Associates are obligated to review and become familiar with said policies to ensure compliance.

These include the ***Health and Safety Practices to Limit the Potential of Exposure to COVID-19 policy*** posted on Company resources.

Unless otherwise notified, the Company's normal attendance and leave policies will remain in place. Individuals who believe they may face challenges reporting to work during an infectious disease outbreak should consult with their immediate supervisor in an effort to develop any necessary contingency plans in accordance with policy and business need.

The Company will comply with all applicable statutes and regulations that protect the privacy of persons affected by an infectious disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about Associates and their families who have been affected with an infectious disease.

Safety Vests

Safety vests, which include reflective material, are required to be worn in all areas where a person is exposed to forklift or vehicular traffic.

This includes all inventory and loading areas and jobsites (for delivery drivers). They are not required in production areas unless the Location Manager deems otherwise. In addition to inventory yards, examples of other high traffic areas where vests may be required include in and around mine sites and raw material storage areas.

The requirement to wear reflective vests in high traffic areas is ***not*** required if an Associate or visitor is within a clearly demarcated walkway.

Location Managers should identify, map and mark areas at their sites that are designated walkways both on the yards and in production areas. Properly marking and identifying such areas improves safety for Associates as well as visitors.

Target Zero

While we require adherence to all Acme Brick safety policies and procedures, there are certain programs the violation of which can result in severe injury or loss of life. Non-compliance with these also has the potential to impact multiple Associates.

These programs are:

- Lockout/Tagout
- Confined Space
- Fall Protection
- Bypassing Safety Controls and Devices

These programs have been in-place and annual, or more frequent, training conducted for many years. Therefore, we expect that every Associate at all levels of the organization clearly understand their obligations and requirements under these programs. Should that not be the case, we encourage you to contact the Corporate EH&S Department for clarification and further training.

Disciplinary Action

Violating any portion of these programs, or if a Lead person, Supervisor, Plant Manager or Plant Safety Coordinator knowingly and passively witnesses another Associate in violation, will have the following consequences:

First offense: 3 days suspension without pay

Second offense: Termination upon a second offense of any of the four programs outlined in this policy that occur within 24 months of the initial offense.

However, Acme reserves the right to issue more serious discipline up to and including termination upon a first offense depending upon the nature of the offense and other relevant circumstances. Likewise, nothing in this Target Zero Policy impacts Acme's right to discipline Associates for violations of other safety-related policies. Associates must follow safety rules and procedures applicable to their worksite, work area, and job duties at all times.

The disciplinary determinations will be made by the Plant and Regional Managers. Corporate EH&S will be available to consult on an as needed basis.

Controlled Substances

It is the policy of this Company to provide a work environment that is free from the use, consumption, possession, sale or distribution of illegal drugs on Company property, on Company business, or while operating a Company vehicle, and from the misuse of illegal or legal drugs or alcohol that might effect an Associate's health and safety or the health and safety of others. As such, the Company requires that Associates and contractors be fit for duty while performing Company business and will in certain circumstances be subject to drug and/or alcohol testing.

Pre-Employment Testing

The Company will not hire any applicant for employment who tests positive on a pre-employment drug test, or who refuses to submit to the pre-employment drug test.

- Testing Required: The Company will require applicants who receive conditional offers of employment to take and pass a pre-employment drug test.

- Consent: At no time will an applicant for employment with the Company be subjected to a drug test without the written consent of the applicant. However, refusal by an applicant for pre-employment drug test will result in their disqualification for employment consideration.

- Failing Controlled Substance Test: Applicants for employment who do not submit to and pass the required drug test will not be hired. Further, such applicants for employment will not be reconsidered for employment for a period of 30 days following a failed or refused drug and/or alcohol test.

- Confidentiality of Results: All pre-employment controlled drug and/or alcohol test results shall be the private and confidential property of the Company and will not be shared with anyone except the applicant, or as required by a court order, or to legally protect the interests of the Company.

Prohibited Conduct

Illegal Drugs:

This policy prohibits any Associate from using, possessing, selling, attempting to sell, transferring, or being under the influence of any illegal drug on Company property or on Company business at any time, regardless of location. For purposes of this policy, an "illegal drug" is any drug (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained by the Associate; (c) which is being used in a manner or for a purpose other than as described for the Associate; or (d) is a prescription drug that is not in its original prescription packaging or is not prescribed to the Associate.

Alcohol:

This policy prohibits any Associate from being impaired by alcohol while on Company business or at any time during the Associate's workday, whether on Company property or not. This policy also prohibits any Associate from bringing alcohol onto Company property unless specifically authorized by management or for purposes listed below:

- designated as gifts for Company clients,

- for Company-sponsored events,

- to be supplied at an outside venue at a Company-sponsored event, or

Controlled Substances

(continued)

- in a Company or personal vehicle so long as it remains in the vehicle and is sealed/ unopened

Abuse of Prescription and Over-the-Counter Drugs:

This policy prohibits any Associate from abusing prescription medications or over-the-counter drugs while on Company property or on Company business at any time, regardless of location. For purposes of this policy, "abuse" means taking medications that were prescribed for someone else or using prescription or over-the-counter drugs for a purpose or in dosages other than prescribed by a physician or directed by the manufacturer. Associates should consult with their physician regarding the effect of medications prescribed for them and should read package directions and warnings for over-the-counter drugs. If an Associate is taking a prescription or over-the- counter drug that may have an effect on the Associate's normal mental and/or physical state, the Associate should inform their immediate supervisor or HR Business Partner so that an accommodation can be considered that may allow the Associate to continue working without endangering the Associate's health and safety or the health and safety of others.

Substance Screening

The Company shall require Associates to undergo drug and/or alcohol screening under the following circumstances.

Random Drug Testing

Random drug tests will be unannounced ahead of time and the dates of such tests will be spread out reasonably throughout the calendar year. Names from the selection pool are randomly drawn using a scientifically valid random selection process that ensures that each Associate in the selection pool has an equal chance of being selected each time a selection is conducted. Appropriate safeguards will be used to ensure that the identity of individual Associates who could be selected cannot be determined until after an Associate is selected. Whenever an Associate is notified of his or her selection, the Associate must proceed to the test site immediately and no Associate will be excused. An Associate who does not proceed to the test site immediately may be deemed to have refused to test.

Reasonable Suspicion:

The Company shall require an Associate to undergo drug and/or alcohol testing if reasonable suspicion exists that the Associate is under the influence of drugs or alcohol in violation of this policy. For purposes of this policy, "reasonable suspicion" shall be based upon direct observation or a credible report of drug or alcohol use while on Company premises or on Company business at any time, regardless of location.

- Managers must have the knowledge and skills necessary to identify Associates who may be under the influence of alcohol, illegal drugs, or misuse legal drugs, ensuring a safe and productive workplace.

- Direct observation of suspected drug or alcohol use must be observed and confirmed by two members of management except in the limited situation at a sales office where there

Controlled Substances

(continued)

are not two members of management present on or assigned to the location.

- Observers should clearly document their observations in writing, including any abnormal behaviors. The observers should be as specific and detailed as possible in their descriptions without diagnosing the situation. Observations may include, but are not limited to:

  - Physical evidence of illicit substances.

  - Odors (smell of alcohol, unusual body odor, breath, or urine).

  - Movements (unsteady, fidgety, dizzy, shakes, tremors, or twitching).

  - Eyes (dilated, bloodshot, constricted, or involuntary eye movements).

  - Face (flushed, sweating, disorientation, confused or blank look).

  - Speech (slurred, slow, distracted, inability to verbalize thoughts).

  - Emotions (argumentative, agitated, irritable, drowsy, or erratic behavior).

  - Inactions (sleeping, unconscious, no reaction to questions).

- When reasonable suspicion is confirmed, management should meet with the Associate and clearly explain what was observed and that a drug and/or alcohol test is necessary to rule out the possibility that the Associate is in violation of possibility that the Associate is in violation of this policy.

- An Associate who is required to submit to a "reasonable suspicion" test will be suspended pending receipt of the test results. An Associate who receives a negative result will be contacted and returned to work and will receive pay for the scheduled work hours the Associate missed during the pendency of the test results. However, regardless of a negative test result, the Company reserves the right to evaluate the Associate's conduct that triggered the drug and/or alcohol test to determine if the conduct warrants discipline, up to and including termination of employment.

Work-Related Post-Accident Testing:

The Company shall require an Associate to undergo drug and/or alcohol testing if an Associate contributes to or is involved in a work-related accident which results in: (a) bodily injury to the Associate or another that requires medical treatment away from the scene, or (b) Company property damage or third-party property damage in excess of $500.

Controlled Substances

(continued)

Vehicle Post-Accident Testing:

An Associate involved in an accident while driving a Company-owned vehicle or other vehicle for a business purpose, shall follow the post-accident notification and testing procedures in the Company's Vehicles Use Policy, which is available under the Risk Management tab of the Company's intranet page.

Transportation

The Company shall transport, or arrange for the transport, of the Associate to and from the collection site if the testing is due to reasonable suspicion or post-accident testing. At no time during this process will the Associate be allowed to drive a vehicle for the purposes of driving home or to the testing facility.

Consequences of Refusing a Drug/ Alcohol Test

Associates refusing to submit to a drug and/ or alcohol test will be treated as receiving a positive result and will be subject to discipline up to and including termination of employment.

Consequences of Failing a Drug/ Alcohol Test

Associates who fail a required drug and/ or alcohol test in accordance with this policy will be subject to discipline up to and including termination of employment. Depending upon the circumstances, the Company may permit the Associate to remain on the payroll if the Associate agrees in writing with the Company that the Associate will successfully complete a substance abuse treatment program approved by the Company and agrees upon return to work to submit to regular random testing to ensure the Associate is not under the influence of any substance prohibited under this policy. A second failure will result in termination of employment.

Workplace Searches

To maintain a safe, healthy and productive work environment, Acme reserves the right at all times to search or inspect Associates' surroundings and possessions.

Workplace Searches Policy

To maintain a safe, healthy and productive work environment, Acme reserves the right at all times to search or inspect Associates' surroundings and possessions, including but not limited to the search or inspection of clothing, offices, files, desks, credenzas, lockers, bags, containers, packages, parcels, boxes, lunch boxes, Company vehicles or personal vehicles used for Company business. With the exception of restrooms, Associates should have no expectation of privacy while on Company premises.

Who Authorizes, Conducts, and/or Is Present During the Searches

Second level of management in the area involved will authorize the search. Searches may be conducted by:

- Any member of management
- Human Resources or Safety personnel
- Private investigators/Security personnel hired by the Company
- A combination of any of the above
- Searches must be conducted with at least one witness.

Before a search of an Associate's person or a locked personal vehicle or other locked personal property, the Associate must first be asked to agree to the search. Associates refusing to allow a search may be disciplined, up to and including termination. An HR Business Partner must be notified as soon as possible.

Weapons in the Workplace

Associates are prohibited from bringing a weapon or ammunition onto any Company premises.

A weapon prohibited under this Policy includes any firearm, knives with blades over four inches in length, and clubs (but does not include legal chemical dispensing devices such as pepper sprays). This prohibition applies to firearms whether the Associate is licensed to possess or carry such a weapon.

There are only two exceptions to this prohibition.

First, if a particular Company location is in a state that permits Associates to store licensed firearms and ammunition in a locked personal vehicle in an employer-controlled parking lot, an Associate may do so ***if*** their vehicle remains locked at all times, and so long as they are properly licensed in that state to carry and possess the firearm.

Second, an Associate will only be allowed to store or possess a firearm or ammunition in any Company-owned, leased or rented vehicle if they ***complete and submit the Concealed Handgun Request and Authorization form*** and obtain authorization by the Location Manager and Regional Manager. Form must then be sent to the Director of Human Resources, applicable Area Vice President and CEO/President for final approval.

Workplace Violence Prevention

Acme is committed to preventing workplace violence and to maintaining a safe work environment.

The Company has adopted the following guidelines to deal with threats of or actual violence that may occur onsite or offsite during work-related activities.

All Associates, customers, vendors and business Associates should be treated with courtesy and respect at all times. **Associates must not engage in any of the following:**

- Bullying, intimidating, or harassing another Associate
- Aggressive or hostile acts such as shouting, directing profanity, throwing objects at another person, or fighting
- Making threatening remarks or using abusive language
- Assault
- Behavior that creates a reasonable fear of injury.

This list is not exhaustive.

No form of workplace violence will be tolerated.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, local leader, regional leader, or senior leader within their chain of command. If leaders are unavailable, Associates can contact their respective Human Resources Business Partner or any member of senior management. When reporting a threat or incident of violence, the Associate should be as specific and detailed as possible. Associates should not place themselves in danger, nor should they attempt to intercede during an incident.

Investigations & Enforcement

The Company will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The Company will not retaliate against Associates making good-faith reports of violence, threats, or suspicious individuals or activities.

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

Visitor Safety

Safety is a core value at Acme. It is more than just policies and procedures; it is an ongoing conscious effort by all of us to use and promote safe work practices in our facilities. This visitor safety orientation is provided to ensure the safety of all visitors entering our facilities and of our Associates.

General Attire & Personal Protective Equipment (PPE)

Due to our manufacturing environment and the type of product we manufacture, the following attire is required before entering our facilities.

- Shoes must enclose the toe and heel. Steel toes are preferable but not required for casual visitors
- Hard hats are required in the manufacturing area and on our sales and distribution yards. They will be provided by the site.
- Safety glasses, high visibility vests and ear plugs may be required in certain areas and can be provided by the location management.
- Long hair should be tied back. Jewelry, hoodies or other such attire that could be caught in equipment is to be removed or secured.
- Cell phone use in the facility is discouraged as it can distract and result in potential harm.

Facility Access

Except in rare cases, visitors are to be accompanied at all times by an Acme Associate. Visitors are to be aware of and use all man doors (not the roll-up doors) and designated walk-ways, as available. Areas marked as Associate only, limited access or confined space are not to be entered. Manufacturing plants have numerous areas with uneven flooring or kiln car tracks that are potential trip hazards. Be aware of these areas and avoid if possible.

Machine & Equipment Safety

Because of the nature of our business and the products we produce and sell, machine and equipment safety is a critical component. Acme has made concerted efforts to ensure the machines and equipment are properly guarded so that Associates and visitors are not exposed to any operations that may cause injury. As you tour our facilities, please maintain a safe distance around the machines/equipment and respect all guarding that has been provided.

Visitor Safety

(continued)

Emergency Evacuation

Every facility utilizes an alarm system to notify Associates and visitors of a plant emergency. In the event of an emergency, you will utilize an outside or an inside evacuation process, dependent on the type of emergency. Facility management will direct you to the correct location in the event of an emergency or provide instructions at the time of your safety orientation.

Powered Industrial Equipment

All Acme manufacturing and sales facilities utilize powered industrial equipment (forklifts) for material handling purposes. This equipment utilizes the same aisles and walkways as pedestrians. As you tour the facility, it's important to be aware of this traffic and some of the important considerations:

- Powered industrial equipment operators are required to stop at all intersections, cross aisles, and other areas where visibility may be limited. They must also utilize the vehicle horn and proceed with caution.

- Powered industrial equipment operators at Acme facilities are required to communicate with pedestrians; either verbally or with hand signals. The operators will yield as the pedestrian passes by them. It is important for pedestrians to acknowledge this communication to ensure both parties are aware of each other.

Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

Information Technology Definitions

Acme – Acme Brick Company and its affiliated and subsidiary entities. Acme includes all officers, management and Associates.

Company Data – Data that is created by Company Associates or stored in Company systems/databases/file cabinets or created by Company systems.

Company Financial Data – Data that includes financial metrics of the Company. Examples include sales, revenue, cost, profit, margin and all financial statements.

Confidential Information (Sensitive Information) – Any Acme Brick information that is not publicly known and includes tangible and intangible information in all forms, such as information that is observed or orally delivered, or is in electronic form, or is written or in other tangible form. Confidential Information may include, but is not limited to, source code, product designs and plans, beta and benchmarking results, patent applications, production methods, product road maps, customer lists and information, prospect lists and information, promotional plans, competitive information, names, salaries, skills, positions, pre-public financial results, product costs, and pricing, and Associate information and lists including organizational charts. Confidential Information also includes any confidential information received by Acme Brick from a third party, which was received in a confidential manner, including under a non-disclosure agreement.

Data Breach – is a confirmed incident in which sensitive, confidential or otherwise protected data has been accessed and/or disclosed in an unauthorized fashion. Data breaches may involve personal health information (PHI), personally identifiable information (PII), trade secrets or intellectual property.

Data Theft – is the act of stealing computer-based information from an unknowing victim with the intent of compromising privacy or obtaining confidential information.

Electronic Messaging System – Any device or application that will provide the capability of exchanging digital communication between two or more parties. Examples are electronic messaging, instant messaging, and text messaging.

Encryption or Encrypted Data – The most effective way to achieve data security. To read an encrypted file, you must have access to a secret key or password that enables you to decrypt it. Unencrypted data is called plain text.

Information Asset – Any Acme Brick data in any form, and the equipment used to manage, process, or store that data, that is used in the course of executing business. This includes, but is not limited to, business, corporate, customer, and third-party data.

IS – Information Security referring to our Acme Brick Information Security department

Information Technology Definitions

(continued)

Password – An arbitrary string of characters chosen by a user that is used to authenticate the user when he attempts to log on, in order to prevent unauthorized access to his account.

Personally Identifiable Information (PII) – Any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered.

Phishing – A type of social engineering which uses the process of attempting to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity using email which tries to evade spam filters.

Protected Data – See PII and PHI

Protected Health Information (PHI) – Under US law is any information about health status, provision of health care, or payment for health care that is created or collected by a "Covered Entity" (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

Safeguards – Countermeasures, controls put in place to avoid, detect, counteract, or minimize security risks to physical property, information, computer systems, or other assets. Safeguards help to reduce the risk of damage or loss by stopping, deterring, or slowing down an attack against an asset.

Sensitive Data – Data that is encrypted or in plain text and contains PII or PHI data. See PII and PHI above.

Smishing – A phishing attack carried out over mobile text messaging.

Third-Party – Any non-Associate of Acme Brick who is contractually bound to provide some form of service to Acme Brick.

USB – Stands for Universal Serial Bus which is a mechanism for connecting peripheral devices to computers. This can include "USB stick", "thumb drive", "flash drive", "memory stick", "jump drive" and "pen drive".

User – Any Acme Brick Associate or third-party who has been authorized to access any Acme Brick electronic information resource.

Vishing – A type of social engineering which tries to trick an Associate into giving out confidential information via a phone call.

Acceptable Use

Acme Brick Company's ("Acme's") computers, networks, communication systems, and other IT resources are intended for authorized business purposes only (except for limited personal use as described below). To protect Acme and its Associates, Acme restricts the use of all IT resources and communication systems as described below. Each user of these systems is responsible for using them in a productive, ethical, and lawful manner.

The use of Acme's IT systems and resources by an Associate shall signify his or her understanding and agreement of the terms and conditions of this policy (as it is amended from time to time) as a condition of employment.

This policy applies to all users of Acme's IT resources and communications systems.

Security, Access & Passwords

Security of Acme's IT resources and systems is the responsibility of Acme's IT Department. This responsibility includes:

- Approval and control of Associates' and others' access to the system, and
- Termination of access in cases of misuse or upon a user no longer being employed by Acme, or when a person otherwise becomes ineligible to access the systems.

Each Associate and other authorized user of the IT systems must adhere to all IT security guidelines, including but not limited to the creation and scheduled changes of passwords. All passwords, user names, and all information used or stored on Acme's computers, networks, and systems are the property of Acme.

No Associate may use a user name, password, or encryption method that has not been issued to that Associate. No Associate shall share user names or passwords with any other person. No Associate shall type his or her password while others can see what the Associate is typing. All passwords should be complex enough so that it cannot be predicted or guessed.

Do not ever write down a password near the Associate's computer. Associates shall not leave their computer unattended without logging out or invoking a password-protected screen saver.

An Associate must immediately inform the IT Department if he or she knows or suspects that any username or password has been improperly shared or used or if IT security has been compromised in any way.

No Associate shall use Acme's IT or communication systems to gain or attempt to gain unauthorized access to any other IT or communication system or to damage or disrupt any other such system. No Associate shall establish or attempt to establish any external network connection into any Acme IT or communication system or device without prior written authorization of the IT Department.

Acceptable Use

(continued)

No Expectation of Privacy

All content of Acme's IT resources and systems are Acme's property. Consequently, Associates should have no expectation of privacy in any message, file, data, telephone conversation, social media post, or other kind or form of information or communication transmitted to, received, stored, or recorded on Acme's IT and communication systems.

> ***To prevent misuse, Acme reserves the right to monitor, intercept, and review (without notice to any Associate) every Associate's use of Acme's IT and communication systems, including but not limited to emails, telephone and text communications, voicemail recordings, internet use, and social media postings. All Associates consent to such monitoring by your use of such resources and systems.***

Acme may store copies of any data and communications and may delete such copies from time to time without notice.

Network Systems

Acme maintains integrated computer and data communication networks to facilitate its business activities. No Associate shall ever sign on to any network using the user name or password of another Associate. No Associate shall ever access, attempt to access, alter, or delete any network document except as expressly authorized by management.

Downloading & Installing Software

Email and downloads from the Internet are prime sources of viruses and malicious software (malware). Consequently, no Associate may download or install any software or shareware to their hard drive that is not expressly authorized by the IT Department. No Associate may accept the terms or conditions of website agreements without first obtaining approval from the IT Department.

No Associate shall accept any form of assistance or download any security software to improve the security of their computers without express advance approval from the IT Department.

Confidentiality

Acme's Confidential Information and its other intellectual property such as trade secrets are extremely valuable to Acme. Every Associate must protect that information and shall not take any action to disclose or use any Confidential Information or trade secrets.

No Associate shall use Acme's name, brand names, logos, slogans, or other trademarks without written authorization from an Acme officer or its Legal Department.

No Associate shall use Acme's IT resources and systems in any manner that would infringe on or violate the rights of third parties.

Acceptable Use

(continued)

Email & Text Messaging

Acme provides certain Associates with access to email and/or text messaging systems for their business use on behalf of Acme. The following policies apply to such use:

- Personal Use. Personal use of email and texting is prohibited. Use of Company email needs to be strictly for business use.

- Etiquette. Proper business etiquette should be maintained when communicating via email and text. Be clear and concise. Avoid sarcasm, inappropriate comments, and attempts at humor.

- Spam. Avoid opening unsolicited messages and report any suspicious messages to the IT Department. Delete all spam immediately and do not reply to the message in any way even it if states a request to be removed from its distribution list.

No Associate shall send any unencrypted personal information about Associates (such as social security numbers, birth dates, or personal health information) over the internet.

Internet & Social Media Use

Acme provides Internet access to certain Associates for business use. The following policies apply to such use.

Personal Use. Intermittent personal use of the Internet, including Social Media sites (such as Facebook, Twitter and LinkedIn), is permitted but such use shall not interfere in an Associate's job responsibilities and it must not involve any internal use to access pornographic, sexually explicit, "hate group" sites, or any other website that might violate any law or Acme's policies against harassment or discrimination.

As noted above, Acme reserves the right, without further notice to you, to monitor and review an Associate's Internet access history and any postings and downloads.

Social Media

Refer to Acme's "Social Media Policy" on page 102.

Acceptable Use

(continued)

Inappropriate Conduct

No Associate shall use Acme's IT and communication resources and systems for any inappropriate or unlawful purpose, including but not limited to the following:

- Sending, posting, recording, or encouraging receipt of information that would reasonably be considered offensive to a particular person or group, such as offensive comments about any protected category under the law (sex, race, national origin, disability, religion, age, or veteran status).
- Revealing any Acme confidential information or trade secrets or the confidential information entrusted to Acme by third parties without advance authorization.
- Conducting or soliciting any illegal activities.
- Engaging in use of IT or communication systems that have the effect of interfering with an Associate's job responsibilities.
- Engaging in use of IT or communication systems that violate any other Acme policy.

Associates who violate any provision of this policy are subject to discipline up to and including termination.

Data Breach Response

The purpose of the policy is to establish the goals and the vision for the breach response process. This policy will clearly define to whom it applies and under what circumstances, and it will include the definition of a breach, staff roles and responsibilities, as well as reporting, remediation, and feedback mechanisms. The policy shall be well publicized and made easily available to all personnel whose duties involve data privacy and security protection.

This policy mandates that any individual who suspects that a data theft, breach of Acme Brick protected data or breach of Acme Brick sensitive data has occurred must immediately provide a description of what occurred via e-mail to Helpdesk@brick.com, by calling 817-870-1500, or via the Helpdesk Portal Page.

This e-mail address, portal, and phone number are monitored by the Acme Brick's Helpdesk Associates and they communicate incidents directly to the Information Security Manager. This team will investigate all reported data thefts and data breaches to confirm if a theft or breach has occurred. If a theft or breach has occurred, the Information Security Manager will follow the appropriate procedure in place.

Acme Brick Information Security's intentions for publishing a Data Breach Response Policy are to focus significant attention on data security and data security breaches and how Acme Brick's established culture of openness, trust and integrity should respond to such activity. Acme Brick Information Security is committed to protecting Acme Brick's Associates, partners and the Company from illegal or damaging actions by individuals, either knowingly or unknowingly.

This policy applies to all who collect, access, maintain, distribute, process, protect, store, use, transmit, dispose of, or otherwise handle Confidential Information, Personally Identifiable Information (PII) or Protected Health Information (PHI) of anyone including Associates, vendors, customers, partners, etc.

Response

As soon as a data theft or data breach containing Acme Brick Protected Data or Acme Brick Sensitive Data is identified, the process of removing all access to that resource will begin.

The Director of IT will chair an incident response team to handle the breach. The team will include members from:

- IT Infrastructure
- IT Applications
- Legal/Risk
- Marketing
- Sales
- Human Resources
- Finance (if applicable)
- The affected unit or department that uses the involved system or output or whose data may have been breached or exposed
- Additional departments based on the data type involved,
- Additional individuals as deemed necessary by the Director of IT

The Director of IT will be notified of the theft or breach. IT, along with the designated forensic team, will analyze the breach to determine the root cause.

Data Breach Response

(continued)

Work with Forensic Investigators

Acme Brick or its insurer will provide access to forensic investigators and experts that will determine how the breach occurred; the types of data involved; the number of internal/external individuals and/or organizations impacted; and analyze the breach to determine the root cause.

Notify the Corporate Emergency Response Team

The Director of IT will alert the Corporate Emergency Response Team (CERT) which will assess and lead the crisis response and communications.

Roles & Responsibilities:

Data Owners are those Acme Brick Associates that have primary responsibility for maintaining any particular Information Asset. Data Owners may be designated by any Acme Brick executive in connection with their administrative responsibilities, or by the actual sponsorship, collection, development, or storage of information.

Information Security Manager provides administrative support for the implementation, oversight and coordination of security procedures and systems with respect to specific Information Assets in consultation with the relevant Sponsors.

Users include virtually all members of the Acme Brick community to the extent they have authorized access to Information Assets, and may include staff, trustees, contractors, consultants, interns, temporary Associates and volunteers.

The **Incident Response Team** shall be chaired by Executive Management and shall include, but will not be limited to, the following departments or their representatives: IT-Infrastructure, Information Security, Marketing, VP of Sales, Director of IT, Legal, Management, Financial Services, and Human Resources.

Violations

Any violation of this policy may result in disciplinary action, up to and including termination of employment. Acme Brick reserves the right to notify the appropriate law enforcement authorities of any unlawful activity and to cooperate in any investigation of such activity. Acme Brick does not consider conduct in violation of this policy to be within an Associate's or partner's course and scope of employment, or the direct consequence of the discharge of the Associate's or partner's duties. Accordingly, to the extent permitted by law, Acme Brick reserves the right not to defend or pay any damages awarded against Associates or partners that result from violation of this policy.

Any Associate or partner who is requested to undertake an activity which he or she believes is in violation of this policy, must provide a written or verbal complaint to his or her manager, any other manager or the Human Resources Department as soon as possible.

Information Security

Acme Brick Company recognizes that information and information systems are critical and important assets. Acme Brick will take appropriate steps to properly protect information and information systems from a variety of threats such as error, fraud, sabotage, privacy violation, and service interruption. Facilities owned by Acme Brick will follow the Acme Brick Security Guidelines. The guidelines provide direction of consistent and standard access controls across platforms and applications to protect information and information systems. They will be updated periodically based on industry standards with input from Acme Brick facilities.

End users agree to the following when they are given network access:

1. I understand that computer network resources are finite. I will use these resources judiciously.

2. I understand that the network login ID and password are assigned to me and me alone. I will not give my login ID and password to anyone. In the event another user learns my password, I will change it promptly and notify IT Support.

3. I understand that network access is subject to revocation if I do not observe the terms of this agreement and use good judgment with respect to the use of Company computing resources and information.

Do not share your network login with anyone, inside or outside the Company. If you are given VPN access, do not allow other users access to your computer while you are logged in to VPN, including family members, vendors and customers.

Any email containing Company financial data or sensitive data, including but not limited to social security numbers or drivers' licenses, must be sent using the Company sanctioned encryption software.

Do not store or email credit card numbers, expiration dates, PIN numbers or credit card 3-digit security codes in any fashion. Do not store this information on your computer or in paper files. Customers must provide us this information every time they wish to pay using a credit or debit card.

You will not copy Company data onto a CD or USB storage device of any kind without a specific business reason and permission from your manager. Company financial data or sensitive data should not be stored on any unencrypted media.

We have provided access to network disk space. Please store all corporate data on network drives. These drives are secure and backed-up nightly. Your individual PC hard drive is not backed up and is much less secure than network disk space. Secure network disk space is available for all your business needs.

Cloud Storage of Company data is strictly prohibited unless using a Company approved storage provider or access and storage has been approved by the Director of IT.

Do not disable or tamper with virus detection, endpoint protection or any other Company supplied security or management software. Contact the help desk if you have a conflict with virus or endpoint protection software.

Information Security

(continued)

If you lose your laptop, tablet or cell phone contact the help desk immediately.

Cell phones/tablets/iPads with access to Acme's email system or other systems must have device level passwords set on them. If you accept Acme email on your personal phone, tablet or similar device, you must allow Acme access to this device, for both technical support, legal compliance, and security safeguards.

You will not print any documents containing Company financial data or sensitive data when working remotely without the emailed approval of your manager. All Company financial data or sensitive data printed remotely must be stored securely and brought to the office for proper disposal.

You will not fax either internally or externally any documents containing Company financial data or sensitive data without the emailed approval of your manager.

Any violation of this policy may result in disciplinary action, up to and including termination of employment. Acme Brick reserves the right to notify the appropriate law enforcement authorities of any unlawful activity and to cooperate in any investigation of such activity.

Acme Brick does not consider conduct in violation of this policy to be within an Associate's or partner's course and scope of employment, or the direct consequence of the discharge of the Associate's or partner's duties. Accordingly, to the extent permitted by law, Acme Brick reserves the right not to defend or pay any damages awarded against Associates or partners that result from violation of this policy.

Any Associate or partner who is requested to undertake an activity which he or she believes is in violation of this policy, must provide a written or verbal complaint to his or her manager, any other manager or the Human Resources Department as soon as possible.

Social Media

At Acme Brick Company ("Acme"), we understand that social media can be a fun and rewarding way to share your life and opinions with family, customers, co-workers and friends around the world. Acme understands the rights afforded to you under the First Amendment to the Constitution, and does not intend to infringe upon that right – **except** to restrict and control your use of Acme's practices, policies, protocols, activities and confidential data ("Acme Data") in the public forum.

As an Associate employed by Acme, your use of social media presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of Acme Data in social media use, this Social Media Policy ("Policy") establishes a set of rules and guidelines and provides recommendations for any activity and participation in "social media" by all Acme Associates. These rules are intended to be adaptable to the changes in technology and norms of online communication and behavior and may be amended by Acme at any time, for any reason, without notice to Associates.

Nothing contained within this Policy is intended to interfere with Associate rights under the National Labor Relations Act, including but not limited to Associates' right to discuss the terms and/or conditions of their employment, or other laws protecting lawful job related activities, nor would it be interpreted or applied so as to interfere with Associate rights to self-organize, form, join, or assist labor organizations, to bargain collectively through representatives of their choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities. This policy applies to all Associates of Acme including but not limited to Acme Associates and third-parties.

Guidelines:

In the rapidly expanding world of electronic communication, social media can mean many things. For purposes of this Policy the term social media applies to any technologies, in use now or developed in the future, that enable individuals or entities to disseminate or receive information, communicate, or otherwise interact, and includes, without limitation, blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services, through providers such as Facebook, LinkedIn, Instagram, Twitter, YouTube, etc., whether or not Associated or affiliated with Acme, as well as any other form of electronic communication.

Ultimately, you are solely and personally responsible for what you post online.

Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Acme or Acme's legitimate business interests may result in disciplinary action up to and including termination.

Remember

Be respectful and think before posting.

Use your true identity.

Interact on your time.

Social Media

(continued)

Know and follow the rules.

Carefully read these guidelines. Associates must observe and follow (i) this Policy, (ii) existing Acme policy and agreements, (iii) the policies of the particular online/social networking venue, and (iv) applicable law. This generally means that the Associate is prohibited from using social media to post or display comments about coworkers or supervisors or Acme that are vulgar, obscene, threatening, intimidating, or a violation of Acme's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic.

The rules in Acme's Code of Business Conduct and Ethics, Information Security Policy, and Discrimination & Harassment Prevention Policy apply to Associate behavior within social media and in public online spaces.

Most websites, including Facebook and others, have rules concerning the use and activity conducted on their sites. These are sometimes referred to a "Terms of Use." Associates are expected to follow the established terms and conditions of use that have been established by the venue and not do anything that would violate those rules.

Associates must not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through social media.

Be respectful and mindful of privacy and confidentiality, and think before posting.

Always be fair and courteous to fellow Associates, customers, members, suppliers or people who work on behalf of Acme. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to social media.

Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, Associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Remember

Be fair and courteous on behalf of Acme.

Before sharing:

- *ask permission*
- *ensure accuracy and truth*
- *identify yourself as an Associate, but not speaking on behalf of Acme Brick*

Don't share personal information or internal communications, including images taken in break rooms or other non-public places.

Social Media

(continued)

Before sharing a comment, post, picture or video about or from a friend or colleague through any type of social media, you should be courteous and first obtain his or her written consent.

Before posting any online material, ensure that the material is not knowingly false; instead, try to be accurate and truthful. If an Associate finds that they have made a mistake, admit it, apologize, correct it/remove it and move on. Associates should never post anything that is maliciously false.

It also is inappropriate to use or disclose personal information about another individual or use or disclose Acme's confidential or proprietary information in any form of social media. For purposes of this Policy, personal information means an individual's Social Security number, financial account numbers, drivers' license number, medical information (including family medical history) and other highly sensitive information.

Acme confidential or proprietary information includes but is not limited to financial information, future business performance projections and business plans, business and brand strategies, and information which is or relates to Acme trade secrets. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology.

All Acme rules regarding Acme confidential or proprietary information and personal information apply in full to social media, such as blogs or social networking sites. For example, any information that cannot be disclosed through a conversation, a note, a letter or an e-mail also cannot be disclosed in a blog, tweet or other social media venue. Sharing this type of information, even unintentionally, can potentially result in harm to the individual, harm to Acme's business, and ultimately you and/or Acme being sued by an individual, other businesses, or the government.

Keep internal communications and information confidential. Internal communications programs that Acme uses to provide Associates with information about the Company, including town hall meetings, Associate forums, internal e-mails and memos, are designed specifically to inform and engage our colleagues about our Company. While some of the information discussed as part of these communications may already be public, they are not designed for external audiences, and it is important that the information be kept confidential. Associates may not take information that is provided internally and post it to social media, nor disclose it in other public forums. Photos of internal-only presentations, slides, designs, prototypes and/or meetings should not be shared on social media.

Remember

You are what you post, meaning there is not a real-life you and an internet you. The two are one and the same. If you're not kind on the internet, you're not kind.

Social Media

(continued)

Consistent with Acme's approach to interacting with the traditional news media, only designated Acme Associates are authorized to speak on behalf of Acme Brick Company in social media. Associates who choose to speak on social media about Acme in any way must make it clear that they are an Acme Associate, but not speaking on behalf of Acme or as an official Acme representative. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Acme Brick Company."

Do not create a link from your blog, website or other social networking site to Acme's websites without identifying yourself as an Acme Associate.

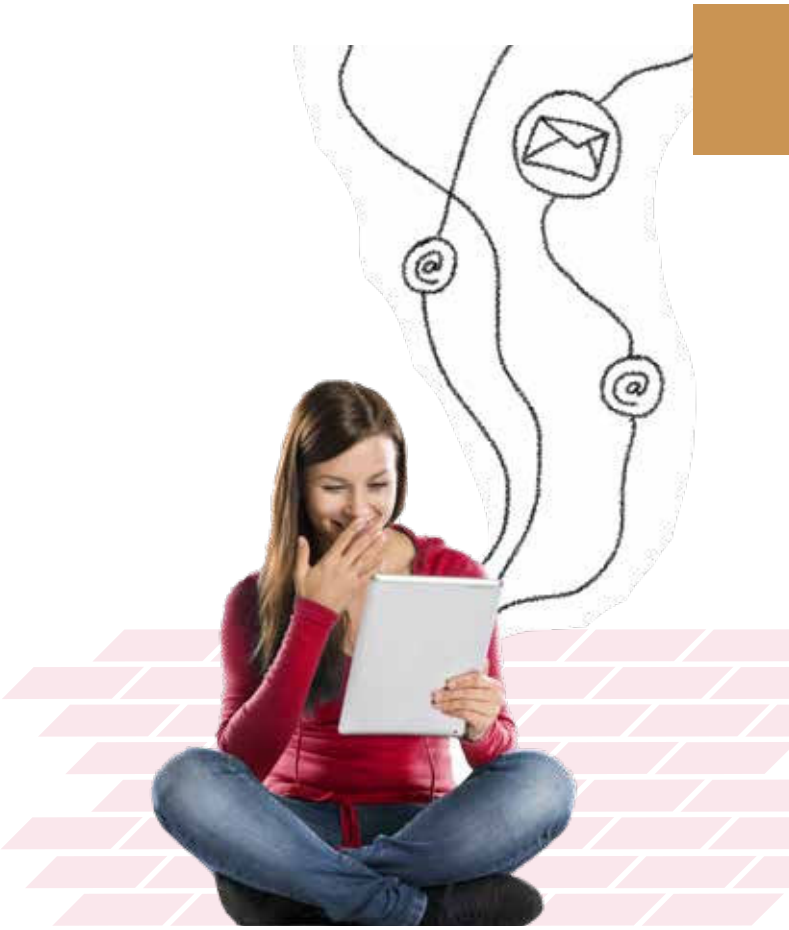
Do not take or share photos from non-public areas or internal meetings. Photos taken in break rooms, stock rooms, conference rooms, and any other area that is not open to the public should not be shared on social media for any reason. Acme confidential information, like staffing, inventory, Company goals/strategies and client information could be compromised. Any photos of Company presentations/slides, documents, notices or computer screens of any kind are also not allowed on any social media platforms or channels.

Use your true identity.

When participating in any social media, it is better practice to be transparent and for the Associate to disclose their true identity. Additionally, when commenting on or promoting any Acme product or service on any form of social media, the Associate must clearly and conspicuously disclose Associate's relationship with the Company to the readers or viewers of that communication or activity.

Interact on your time.

Acme respects the right of any Associate to participate in social media, such as maintaining a blog or participating in online forums. However, to protect Acme's interests and to oversee Associates' focus on their job duties, Associates are not permitted to use social media during work time, other than during break times such as lunch, or at any time using Acme's equipment, unless it is work-related as authorized by your manager or consistent with the Acceptable Use Policy.



Social Media

(continued)

Do not use Acme email addresses to register on social networks, blogs or other online tools utilized for personal use.

Recommendations follow formal processes.

Leave Associate recommendations to the formal process. Professional employment recommendations, references or testimonials regarding current and former Associates should not be made in a social media posting. These are matters to be handled by the HR Department.

Retaliation is prohibited.

Acme prohibits any Associate from taking negative action against another Associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any Associate who retaliates against another Associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

All media inquiries should be directed to your Location Manager or Acme's Marketing Department.

Any violation of this policy may result in disciplinary action, up to and including termination of employment.

Security Awareness Training & Testing

Requirements

Training

The Acme Brick Information Security (IS) department requires that each Associate who will or has access to its IT systems upon hire and at least annually thereafter successfully complete all mandatory, assigned information security courses. Certain Associates may be required to complete additional training modules depending on their specific job requirements. Associates will be given a reasonable amount time to complete each course so as to not disrupt business operations, but each course must be completed by the assigned due date.

Simulated Social Engineering Exercises

The Acme Brick IS department will conduct simulated social engineering exercises including but not limited to: phishing (e-mail), vishing (voice), smishing (SMS), USB testing, and physical assessments. These tests will be conducted at random throughout the year with no set schedule or frequency. The Acme Brick IS department may conduct targeted exercises against specific departments or individuals based on a risk determination.

Compliance & Non-Compliance with Policy

Compliance with this policy is mandatory for all Associates, executives and third party service providers with access to Acme's IT systems. The Acme Brick IS department will monitor compliance and non-compliance with this policy and report to the management team the results of training and social engineering exercises.

The penalties for non-compliance are described in Appendix A of this policy.

Non-Compliance Actions

Certain actions or non-actions by Acme Brick Associates and third party service providers may result in a non-compliance event (Failure).

A Failure includes but is not limited to:

- Failure by an Associate to complete required training within the time allotted
- Failure by an Associate of a social engineering exercise
- Failure by a manager to ensure each of their Associates has completed the required training within the time allotted

Failure of a social engineering exercise includes but is not limited to:

- Clicking on a URL within a phishing test
- Replying with any information to a phishing test
- Opening an attachment that is part of a phishing test
- Enabling macros that are within an attachment as part of a phishing test
- Allowing exploit code to run as part of a phishing test
- Entering any data within a landing page as part of a phishing test

- Transmitting any information as part of a vishing test
- Replying with any information to a smishing test
- Plugging in a USB stick or removable drive as part of a social engineering exercise
- Failing to follow Company policies in the course of a physical social engineering exercise

Certain social engineering exercises can result in multiple Failures being counted in a single test. The maximum number of Failure events per social engineering exercise is two.

The Acme Brick IS department may also determine, on a case by case basis, that specific Failures are a false positive and should be removed from that Associate's total Failure count.

Compliance Actions

Certain actions or non-actions by Acme Brick Associates and service providers may result in a compliance event (Pass).

A Pass includes but is not limited to:

- Successfully identifying a simulated social engineering exercise
- Not having a Failure during a social engineering exercise (Non-action)
- Reporting real social engineering attacks to the Help Desk or IS department

Responsibilities & Accountabilities

Listed below is an overview of the responsibilities and accountabilities for managing and complying with this policy program.

Information Security Manager is accountable for running an effective information security awareness and training program that informs and motivates workers to help protect the organization and the organization's customer's information assets.

Information Security Management is responsible for developing and maintaining a comprehensive suite of information security policies (including this one), standards, procedures and guidelines that are to be mandated and/or endorsed by management where applicable. Working in conjunction with other corporate functions, it is also responsible for conducting suitable awareness, training, and educational activities to raise awareness and aid understanding of staff's responsibilities identified in applicable policies, laws, regulations, contracts, etc.

All **Managers** are responsible for ensuring that their Associates and other service providers within their responsibility participate in the information security awareness, training, and educational activities where appropriate and required.

All **Associates** are personally accountable for completing the security awareness training activities, and complying with applicable policies, laws, and regulations at all times.

Security Awareness Training & Testing

(continued)

Failure Penalties

Failure penalties will be calculated for each Associate on a rolling 12-month period.

First Failure:		
Associate and manager are notified about failure and managers must notify their manager.	A Verbal Warning will be issued to Associate by their manager.	Mandatory 4 Information Security training courses will be assigned to Associate and must be completed by due date. Manager to ensure training is completed accordingly.
Second Failure:		
Associate and manager are notified about failure and managers must notify their manager.	A Written Warning will be issued to Associate by their manager.	Mandatory 4 Information Security training courses will be assigned to Associate and must be completed by due date. Manager to ensure training is completed accordingly.
Third Failure:		
Associate and manager are notified about failure and managers must notify their manager.	A Final Written Warning will be issued to Associate by their manager.	Mandatory 4 Information Security training courses will be assigned to Associate and must be completed by due date. Manager to ensure training is completed accordingly.
Associate's annual pay raise and/or bonus may be reduced.		
Fourth Failure:		
Associate and manager are notified about failure and managers must notify their manager.	Associate discipline escalated up to and including termination on a case-by-case basis.	Contractors will be terminated.

Depending upon the gravity of the failure and other relevant circumstances, Acme reserves the right to apply different types of discipline or other action if an Associate has one or more Failures.

If a third party service provider has one or more Failures, Acme may require the person to undergo additional training or may require that the person not perform any further services to Acme.

Employment Practices

Employment

Associate Benefits & Wellness

Compensation & Payroll

Associate Safety & Security

Information Technology

Business Continuity

Code Of Business Conduct & Ethics

The Company is proud of the values with which it conducts business. It has and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions. To this end, this Code of Business Conduct and Ethics serves to (1) emphasize the Company's commitment to ethics and compliance with the law; (2) set forth basic standards of ethical and legal behavior; (3) provide reporting mechanisms for known or suspected ethical or legal violations; and (4) help prevent and detect wrongdoing.

Given the variety and complexity of ethical questions that may arise in the Company's course of business, this Code of Business Conduct and Ethics serves only as a rough guide. Confronted with ethically ambiguous situations, Associates should remember the Company's commitment to the highest ethical standards and seek advice from supervisors, managers or other appropriate personnel to ensure that all actions they take on behalf of the Company honor this commitment.

When in doubt, remember Warren Buffett's rule of thumb:

> ***"... I want Associates to ask themselves whether they are willing to have any contemplated act appear the next day on the front page of their local paper – to be read by their spouses, children and friends – with the reporting done by an informed and critical reporter."***

Ethical Standards:

Conflicts of Interest

A conflict of interest exists when a person's private interest interferes in any way with the interests of the Company. A conflict can arise when an Associate takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest may also arise when an Associate, or members of his or her family, receive improper personal benefits as a result of his or her position at the Company. Loans to, or guarantees of obligations of, Associates and their family members may create conflicts of interest. It is almost always a conflict of interest for an Associate to work simultaneously for a competitor, customer or supplier.

Conflicts of interest may not always be clear-cut, so if you have a question, you should consult with your supervisor or manager or, if circumstances warrant, the Vice President - Accounting and Treasurer or counsel for the Company. Any Associate who becomes aware of a conflict or potential conflict should bring it to the attention of a supervisor, manager or other appropriate personnel or consult the procedures described in the Violations of Ethical Standards section of this Code.

All directors and executive officers of the Company and the chief executive officers and chief financial officers of Berkshire Hathaway's subsidiaries shall disclose any material transaction or relationship that reasonably could be expected to give rise to such a conflict to the Company's Vice President - Accounting and Treasurer. No action may be taken with respect to such transaction or party unless and until such action has been approved by the Vice President - Accounting and Treasurer.

(continued)

Ethical Standards *(continued)*

Corporate Opportunities

Associates are prohibited from taking for themselves opportunities that are discovered through the use of corporate property, information or position without the consent of the Board of Directors of the Company. No Associate may use corporate property, information or position for improper personal gain, and no Associate may compete with the Company directly or indirectly. Associates owe a duty to the Company to advance its legitimate interests whenever possible.

Fair Dealing

Associates shall behave honestly and ethically at all times and with all people. They shall act in good faith, with due care, and shall engage only in fair and open competition, by treating ethically competitors, suppliers, customers, and colleagues. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present Associates of other companies is prohibited. No Associate should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice.

The purpose of business entertainment and gifts in a commercial setting is to create good will and sound working relationships, not to gain unfair advantage with customers. No gift or entertainment should ever be offered or accepted by an Associate or any family member of an Associate unless it (1) is consistent with customary business practices, (2) is not excessive in value, (3) cannot be construed as a bribe or payoff and (4) does not violate any laws or regulations. The offer or acceptance of cash gifts by any Associate is prohibited. Associates should discuss with their supervisors, managers or other appropriate personnel any gifts or proposed gifts which they think may be inappropriate.

Insider Trading

Associates who have access to confidential information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of the Company's business. All non-public information about the Company should be considered confidential information. It is always illegal to trade in Berkshire Hathaway securities while in possession of material, non-public information, and it is also illegal to communicate or "tip" such information to others.

(continued)

Confidentiality

Associates must maintain the confidentiality of confidential information entrusted to them, except when disclosure is authorized by legal counsel of the Company or required by laws or regulations. Confidential information includes all non-public information that might be of use to competitors or harmful to the Company or its customers if disclosed. It also includes information that suppliers and customers have entrusted to the Company. The obligation to preserve confidential information continues even after employment ends.

Protection and Proper Use of Company Assets

All Associates should endeavor to protect the Company's assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Company's profitability. Any suspected incident of fraud or theft should be immediately reported for investigation. The Company's equipment should not be used for non-Company business, though incidental personal use is permitted.

The obligation of Associates to protect the Company's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Company policy. It could also be illegal and result in civil or criminal penalties.

Violations of Ethical Standards

Reporting Known or Suspected Violations

The Company's directors and officers shall promptly report any known or suspected violations of this Code to the Vice President - Accounting and Treasurer of the Company. All other Associates should talk to supervisors, managers or other appropriate personnel about known or suspected illegal or unethical behavior. These Associates may also report questionable behavior in the same manner as they may report complaints regarding accounting, internal accounting controls or auditing matters by calling (anonymously, if desired) a third-party organization called The Network. No retaliatory action of any kind will be permitted against anyone making such a report in good faith, and the Company's Vice President - Accounting and Treasurer will strictly enforce this prohibition.

Accountability for Violations

If the Company's Vice President - Accounting and Treasurer or his or her designee determines that this Code has been violated, either directly, by failure to report a violation, or by withholding information related to a violation, the offending Associate may be disciplined for non-compliance with penalties up to and including removal from office or dismissal. Such penalties may include written notices to the individual involved that a violation has been determined; censure by the Vice President - Accounting and Treasurer; demotion or re-assignment of the individual involved; and suspension with or without pay or benefits. Violations of this Code may also constitute violations of law and may result in criminal penalties and civil liabilities for the offending Associate and the Company. All Associates are expected to cooperate in internal investigations of misconduct.

(continued)

Compliance Procedures

We must all work together to ensure prompt and consistent action against violations of the Code. In some situations, however, it is difficult to know if a violation has occurred. Because we cannot anticipate every situation that will arise, it is important that we have a way to approach a new question or problem. These are the steps to keep in mind:

- Make sure you have all the facts. In order to reach the right solutions, we must be as informed as possible.
- Ask yourself: What specifically am I being asked to do? Does it seem unethical or improper? Use your judgment and common sense. If something seems unethical or improper, it probably is.
- Clarify your responsibility and role. In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and discuss the problem.
- Discuss the problem with your supervisor. This is the basic guidance for all situations. In many cases, your supervisor will be more knowledgeable about the questions, and he or she will appreciate being consulted as part of the decision-making process.
- Seek help from Company resources. In rare cases where it would be inappropriate or uncomfortable to discuss an issue with your supervisor, or where you believe your supervisor has given you an inappropriate answer, discuss it locally with your Office Manager or your Human Resources Business Partner.
- You may report violations in confidence without fear of retaliation. If your situation requires that your identity be kept secret, your anonymity will be protected to the maximum extent consistent with the Company's legal obligations. The Company in all circumstances prohibits retaliation of any kind against those who report ethical violations in good faith.
- Ask first, act later. If you are unsure of what to do in any situation, seek guidance before you act.

Remember

You can always report to your direct supervisor through the Open Door policy (see page 26) at ***www.BRK-HOTLINE.com*** *or by calling 1-800-261-8651.*

Solicitation & Distribution Policy

It is the policy of the Company to prohibit solicitation and distribution on its premises by non-Associates and to permit solicitation and distribution by Associates only as set forth in this policy.

The Company limits solicitation and distribution on its premises because those activities can interfere with its normal operations, reduce Associate efficiency, inconvenience our Associates and customers, and pose a threat to security.

Each Location Manager is responsible for administering this policy and enforcing its provisions. Associates will be subject to disciplinary action for violating this policy. Violation of this policy should be reported to your immediate Supervisor or the Location Manager.

Individuals not employed by the Company are prohibited from solicitation and/or distribution on Company premises, including without limitation, soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers properly identified to the Location Manager), or engaging in any other solicitation, distribution, or similar activity on Company premises.

The Company may authorize a limited number of fund drives by Associates on behalf of charitable organizations or other approved events. Associate participation is entirely voluntary. All requests for fund raising events will be reviewed and approved in writing in advance by the Location Manager.

The following restrictions apply when Associates engage in Company approved solicitation or distribution of literature, including without limitation, for any group or organization, including charitable organizations:

- The sale of merchandise or services is prohibited on Company premises, except as approved by the Location Manager.
- Soliciting and distributing literature during the working time on Company premises of either the Associate making the solicitation or distribution, or the targeted Associate, is prohibited, except in connection with a Company approved or sponsored event.
- Distribution of literature is prohibited in work areas at all times.
- Distribution of literature in a way that causes litter on Company premises is prohibited.
- The sole exceptions to this Policy are for solicitations and distributions related to charitable activities approved by the Company in advance.

The Company maintains bulletin boards to communicate information to Associates and to post notices required by law. These bulletin boards are only for the posting of Company information and notices. Only persons designated by the Location Manager may post information and notices on or remove information and notices from the bulletin boards. The unauthorized posting of information and notices on, or removal of information and notices from, bulletin boards or any other Company premises is prohibited.

Notes

Notes

brick.com

©2025 Acme Brick Company
3024 Acme Brick Plaza
Fort Worth Texas, 76109
817-332-4101

r20250210