



ASSOCIATE HANDBOOK

— 2022 —

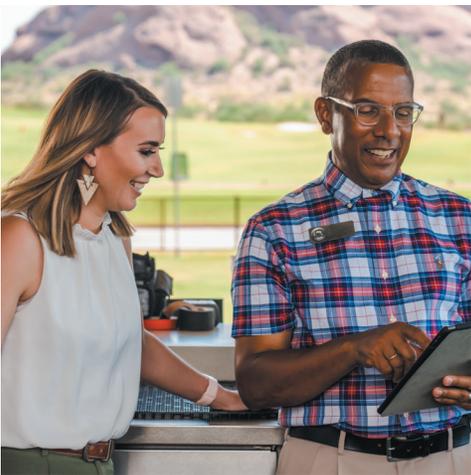


TABLE OF CONTENTS

1

INTRODUCTION

Purpose of Associate Handbook	2
Company Milestones	3
Our Mission and Our Vision	4
Our Values	5

2

COMMITMENT TO DIVERSITY & STANDARD EMPLOYMENT PRACTICES

Equal Opportunity Statement	7
Diversity and Inclusion Statement	7
Employment at Will	8
Open Door Policy	8
Sexual and Other Unlawful Harassment	8
Child Abuse Prevention and Reporting Policy	12
Disability and Accommodation	14
Religious Accommodation	15
Lactation/Nursing Mothers	15

3

EMPLOYMENT RELATIONSHIPS

Associate Eligibility & Work Authorization	18
Employment Classifications	18
Workweek, Hours, and Time	19
Pay Periods and Paycheck Deductions	19
Discussion of Wages	19
Reporting Time	20
Rest and Meal Periods	20
Overtime	20
Personnel Data Changes and Payroll Files	21
Romantic and Family Relationships at Work	21
Leaving the Company	22
Return of Company Property	22
References/Verifications of Employment	23

4

STANDARDS OF CONDUCT (WORKPLACE GUIDELINES)

Code of Conduct	25
Reporting and Anti-Retaliation Policy	26
Attendance and Punctuality	28
Personal Appearance and Grooming	28
No-Solicitation/Distribution of Literature	29
Use of Company or Facility	
Equipment and Resources	30
Social Media	32
Contact with the Media	33

STANDARDS OF CONDUCT (WORKPLACE GUIDELINES)

Confidential Company Information	33
Conflicts of Interest	34
Outside Employment	35

5

WORKPLACE SAFETY & SECURITY

Commitment to Safety	37
Workplace Violence	37
Workplace Bullying	38
Drug Free Workplace	39
Drug and Alcohol Testing	41
Company's Right to Search	43
Tobacco and Smoke-Free Work Environment	43
Weapons in the Workplace	44
Work-Related Accident or Injury	44
Workers' Compensation	44
Emergency Preparedness	45
Inclement Weather/Office Closing	45
Cameras and Video Surveillance	46
Visitors	46
Pets at Work	46
Driving for Company Business	47
Cell Phone Use/Texting While Driving	47

6

ASSOCIATE BENEFITS

Benefits Program and Eligibility	50
401(k) Retirement Plan	51
Time Off From Work	51
Holidays	51
Paid Time Off (PTO)	52
Sick Time	52
Leaves of Absence	53
Leave as a Reasonable Accommodation	58
Personal Leave	59
Military Leave	60
Bereavement Leave	61
Jury and Witness Duty Leave	62
Time Off to Vote	62
Other Leaves of Absences (if applicable)	62
Life Assistance Program	62

1

INTRODUCTION



PURPOSE OF ASSOCIATE HANDBOOK

This National Associate Handbook (“Handbook”), is applicable to all U.S. Associates of Troon and its respective subsidiaries and affiliates (collectively, “Troon” or the “Company”), however, some individual provisions may differ based on your Facility, your Company subsidiary or affiliate, or your state or local laws.

These policies reflect the Company’s values, and it is our expectation that you will review our Handbook, acknowledge that you have read, understood, and agree to adhere to the Handbook. Not all of the Company’s policies and procedures are set forth in this Handbook. If you have questions regarding your employment or any of the company’s policies, you may contact your manager, supervisor, or the Human Resources Department at hr@troon.com or anonymously via the Troon Hotline at 1-888-TROON30 (888-876-6630) to obtain clarification.

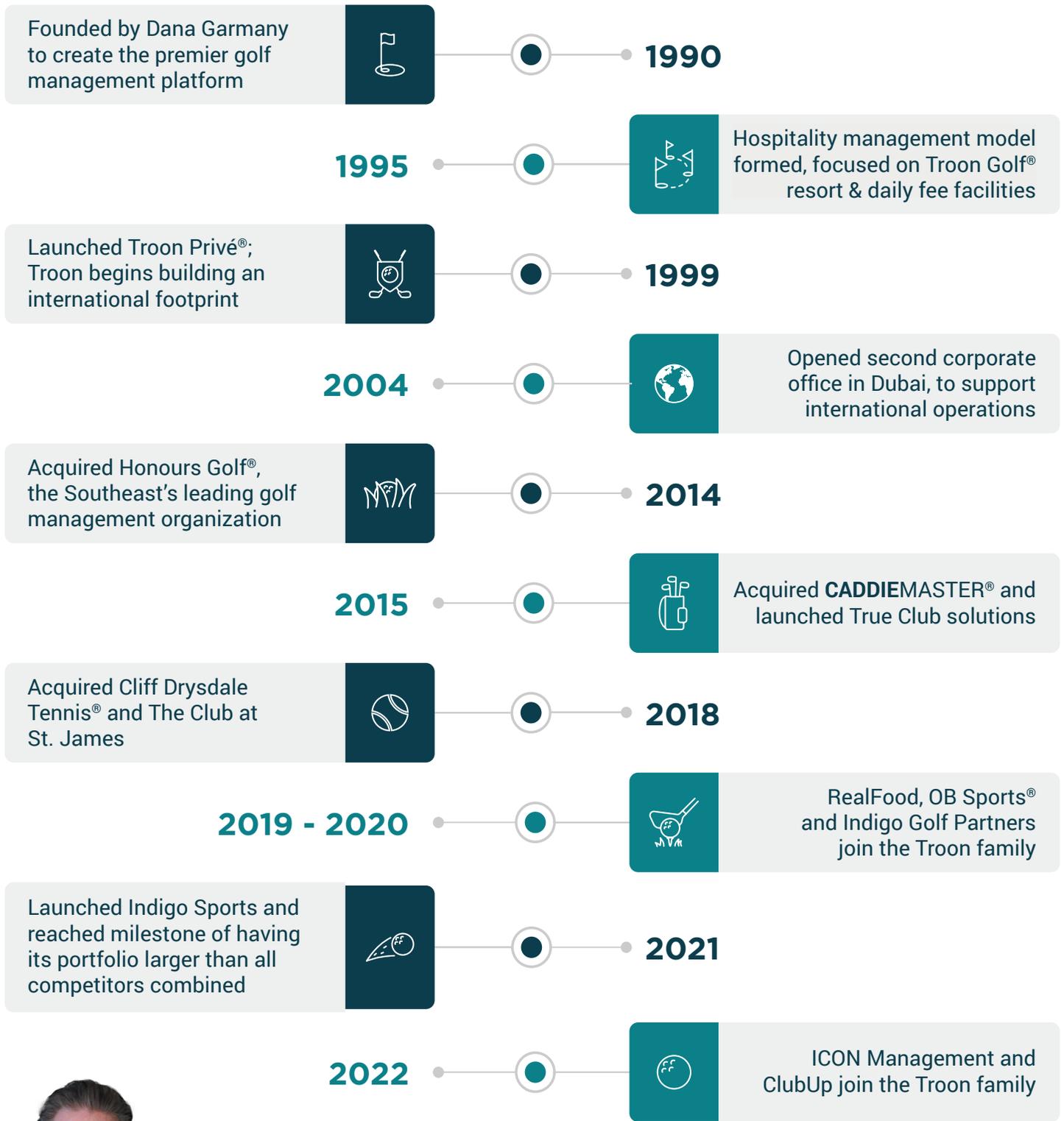
This Handbook supersedes all previously issued Handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Handbook.

This Handbook does not constitute an express or implied contract guaranteeing continued employment for any associate. No manager or supervisor has the authority to enter into a contract of employment, expressed or implied, that changes or alters the fact that employment with the Company is at-will. Only the President/Chief Executive Officer of the Company or that person’s authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the President/Chief Executive Officer of the Company or an authorized representative.

Nothing in this Handbook is intended to limit any concerted activities by associates relating to their wages, hours or other terms and conditions of employment, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an associate from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

This Handbook may apply to Associates working in a state with greater or different rights. Associates will receive a state-specific supplement to the Handbook that provides information and policies applicable to associates working in that state. The Company complies with applicable state and local laws.

COMPANY MILESTONES



Dana Garmany
 Founder, Executive
 Chairman

Tim Schantz
 President, Chief
 Executive Officer

“The foundation of Troon’s 30+ years of success consists of hiring the best people in the industry who have created an unmatched culture for our partners and associates.”

Dana Garmany - Founder, Executive Chairman

OUR MISSION

Deliver memorable experiences that cultivate lasting connections.



OUR VISION

Create unparalleled experiences fueled by a passion for enabling fun.

TROON®



OUR VALUES

Consciously Kind

Believing in the power of honor for all people, places, properties and relationships built and maintained through goodwill.



Attentively Inclusive

Cultivating a culture of diversity and inclusion where we celebrate the unique passions and experiences for all.

Infectiously Energetic

Embodying a lively spirit every day.

Genuinely Meticulous

Delivering a keen attention to detail.

Humbly Prosperous

Focusing on the results that bring meaningful growth.

Relentlessly Dedicated

Ensuring an unparalleled commitment to impeccable care for our members, clients and associates.



Passionately Unified

Supporting each other, our clients, our partners and our community with a singular voice.



2

COMMITMENT TO DIVERSITY & STANDARD EMPLOYMENT PRACTICES





EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Our Company is an equal opportunity employer. We do not discriminate in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment based on race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as “protected characteristics”).

If you believe that you have been treated in a manner not in accordance with these policies or have questions regarding these policies, you may contact your designated Human Resources representative or the senior corporate Human Resources representative. The Company prohibits retaliation in any way against anyone who has lodged a discrimination complaint, has expressed a concern about discrimination, or has cooperated in a discrimination investigation. Persons engaging in any form of retaliation will be subject to disciplinary action, up to and including termination.



DIVERSITY AND INCLUSION STATEMENT

Our Company is committed to building, fostering, and encouraging a culture of diversity and inclusion that embraces the uniqueness of our communities across race, gender, age, religion, identity, cultures, ideas and experiences so that we may provide places of work and play in which all persons feel welcomed and valued.

We believe our Associates to be our most valuable asset. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our associates invest in their work represents a significant part of not only our culture, but our reputation and achievements as well.

Our diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all associates.
- Teamwork and associate participation, permitting the representation of all groups and associate perspectives.
- Work/life balance through flexible work schedules to accommodate associates’ varying needs.
- Contributions to the communities we serve to promote a greater understanding and respect for diversity.

All of our associates have a responsibility to treat others with dignity and respect in performing their work duties and to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at any and all company-sponsored and participative events.

Any associate found to have exhibited any inappropriate conduct or behavior against others in violation of our diversity policy and initiatives may be subject to disciplinary action up to and including termination.

Associates who believe they have been subjected to any kind of discrimination that conflicts with our diversity policy and initiatives should seek assistance from a manager, supervisor or the Human Resources Department.



EMPLOYMENT AT WILL

All employment relationships with the Company are voluntary. Employment is subject to termination by the associate or the Company at will, with or without cause, and with or without notice, at any time. Nothing in these policies will eliminate or modify in any way the employment-at-will status of the Company associates. The at-will employment status of associates cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally binding written contract covering employment status and signed by the President/Chief Executive Officer of the Company or an authorized representative. An example of this would be a written employment agreement for a specific duration of time.

This Handbook is not a contract of employment or a legal document. This Handbook does not create a contract for a definite term nor does it create terms or conditions of employment. It also does not limit possible reasons for the end of the employment relationship.



OPEN DOOR POLICY

We recognize that associates may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an associate's supervisor. Associates should feel free to contact their supervisors, another member of management, the Human Resources Department at hr@troon.com or anonymously via the Troon Hotline at 1-888-TROON30 (888-876-6630) with any suggestions and/or complaints.

While we provide associates with this opportunity to communicate their views, please understand that not every complaint can be resolved to the associate's 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.

Please note that some Company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed. Associates should utilize this Open Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.



SEXUAL AND OTHER UNLAWFUL HARASSMENT

Our Company is committed to providing a work environment that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting any form of harassment, which may include sexual harassment, verbal, nonverbal, physical, psychological, and bullying against applicants and associates based on any legally-recognized status, including, but not limited to: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

The Company's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any associate of the Company, including supervisors, managers and nonsupervisory associates. This policy also protects associates from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, and any company owned, managed, or occupied facility.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an associate's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, inquiries into one's sexual experiences or discussions of one's sexual activities, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings or electronic messaging;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment may be a single incident or a series of harassing acts. Inappropriate conduct that is sexually harassing in nature can involve individuals of the same or opposite sex, a supervisor and subordinate, co-workers, an associate, or a non-associate such as a customer, contractor, vendor, or supplier. The legal definition of sexual harassment is broad and, in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female associates may also constitute sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally-protected status is prohibited, including harassment based on: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical

conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as “protected characteristics”).

Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual’s protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual’s protected status;
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual’s protected status;
- Bullying behavior, including but not limited to threats, intimidation, coercion, ridicule, insults, or belittling;
- Spreading false, vicious, or malicious rumors;
- Other behavior that creates a workplace where an associate reasonably feels threatened, humiliated, or intimidated; and
- The gratuitous sabotage or undermining of a person’s work performance.

Complaint Procedure

Any applicant or associate who believes they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, manager, member, client, visitor, vendor, or customer of the Company, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and associates are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to the highest-ranking on-site supervisor or manager or to the Human Resources Department. Associates are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the associate is uncomfortable discussing such matters. Complaints may be made anonymously by contacting the Human Resources Department at hr@troon.com or calling the Troon Hotline at 1-888-Troon30 (1-888-876-6630).

Associates are encouraged, but not required, to communicate to the offending person that the person’s conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment or retaliation must immediately report the allegation to the Human Resources Department.

After a report is received or the Company otherwise becomes aware of a possible violation of this policy, a prompt, thorough and objective investigation will be undertaken. The Company will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law. Both the person(s) raising the complaint and the person(s) about whom the complaint was made will be permitted to provide information that may be relevant to the investigation. The Company also will gather information and speak with witnesses, as applicable. Once the

investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

The Company expects all associates to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

Manager's Responsibility

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all associates under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints of or observed harassing conduct to the Human Resources Department so the concerns can be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another associate or by the Company for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern to the highest ranking on-site supervisor or manager, the Human Resources Department at hr@troon.com or anonymously via the Troon Hotline at 1-888-TROON30 (888-876-6630). Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

Good Faith

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Support for Individuals Impacted by Harassment or Retaliation

The Company will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may, but does not necessarily include, transfer or reassignment. Any such assistance is at the Company's sole discretion.

**CHILD ABUSE AND PREVENTION AND REPORTING POLICY**

Troon seeks to create a welcoming and nurturing environment and has zero tolerance for those whose actions may jeopardize the safety, health or innocence of a child. This policy also establishes how associates will be trained to be aware of and understand their legal and ethical obligation to recognize and report suspicions of mistreatment and abuse.

Definitions

Abuse: Abuse takes many forms, but can be broken down into the following subtypes, all of which are prohibited within the scope of this policy:

- Physical abuse: Injury inflicted on a child
- Sexual abuse: Contact or activity of a sexual nature between an adult and a child
- Emotional abuse: Mental or emotional injury inflicted on a child by the actions of an adult
- Neglect: Failure to provide adequate care for a child
- Economic abuse: Deliberate misuse of the money or belongings of a child

Child: Anyone below eighteen (18) years of age.

Personnel Screenings/Background Checks

Safeguards in the hiring process will be used to eliminate from consideration any candidates who display characteristics that could classify them at a high risk for violating this policy. The required screenings and background information will depend on the position and its level of involvement with children. Troon has an established background check process that must be followed when hiring any associate into a position that requires involvement with children. All background check third-party administrators must be preapproved by Troon.

Structural Guidelines for Programs

All programs are designed to encourage safe interaction between associates and children. The following guidelines are meant to keep established safeguards effective:

- Programs for children must have an established adult to child ratio based on individual state requirements.
- Associates are restricted from being alone with a child where they cannot be easily observed by others.
- Associates are not allowed to implement new activities or programs for children without consent of the General Manager. Request for new activities or programs should be submitted in writing.
- Written permission must be obtained from a parent or guardian before any associate can transport any child off the property.
- Written permission must be obtained from a parent or guardian before any associate can transport any child around the facility's property using a vehicle, e.g., golf cart.
- Children under the age of twelve placed in the care of Troon associates will only be released to a parent, legal guardian or a person designated by a parent or legal guardian.

General Conduct

All Troon associates must follow the guidelines outlined below when interacting with children. These guidelines do not and cannot outline every situation that may be encountered while on the job, requiring associates to act with a certain degree of personal discretion. Because a certain action is not prohibited in this section does not mean it is acceptable behavior.

Troon reserves the right to take disciplinary action against associates whose actions are found to be inappropriate by Troon (in its sole discretion) regardless of whether they are listed below:

- Associates will treat all children with respect and consideration. Treatment must be fair and equal, and must not be based on sex, race, religion, sexual orientation or economic or social status. All effort must be made to avoid favoritism, or the appearance of favoritism.
- While representing Troon, associates must not possess, distribute, use or allow others to use any alcohol or drugs.
- Associates must not use harsh or inappropriate language, degrading punishment or any type of restraining device in the name of behavior management.
- Associates must not participate in or allow others to engage in any form of hazing.
- Associates must not have sexual contact with children.
- Associates must not dress, undress, shower or bathe with or in the presence of children.
- Associates must not use physical punishment in any form. The only time physical force is allowed to be used against a child is when their actions are placing others at an immediate risk for serious harm, and even then it must be reasonable based on the circumstances.
- Associates are prohibited from sharing sleeping locations with children. This includes beds, tents, hotel rooms and other similar areas. Associates can sleep in open areas with children as long as the area is large enough for the associate to have their own defined sleeping areas and other associates are also present.
- Associates must not discuss their own sexual history, preferences or fantasies nor their use of illicit or pornographic materials while in the company of children
- Associates are not allowed to possess any sexually oriented materials (books magazines, videos, clothing) when conducting business in the name of Troon.

When one-on-one discussion or counseling is warranted, associate interaction with a child will take place in an area that allows for private conversation while remaining in the view of others. If, for any reason, an associate feels there is a need to make an exception to these guidelines, they must submit to their supervisor a written description of the incident and why their actions were necessary.

Electronic Communication between Associates and Unrelated Child

For the protection of Troon associates, any private electronic communication between an associate and child, including the use of social networking websites like - Facebook, Instagram, Snapchat, instant messaging, texting, etc. - is prohibited. Use of personal electronic communication devices to contact (via voice, text, or pictures/video) a child for personal and/or inappropriate reasons shall be grounds for discipline up to and including termination of employment.

All communication between associates and a child must be transparent. The following are examples of appropriate and inappropriate electronic communication.

Appropriate Electronic Communications

- Sending and replying to emails and text messages from a child ONLY when copying in a supervisor, manager or the child's parent.

Inappropriate Electronic Communication

- Harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning or humiliating comments
- Sexually oriented conversations.
- Private messages between associate and child.
- Posting pictures of Troon child participants on social media sites.
- Posting inappropriate comments on pictures of a child participant.

- “Friending” a child participant on social networking sites.
- Taking pictures of child participants without parental authorization.
- Use of video game communication between associate and child participant.

Mandatory Reporting Requirements

Associates will be trained to be aware of and understand their legal and ethical obligation to recognize and report suspicions of mistreatment and abuse. Associates will:

- Be familiar with the symptoms of child abuse and neglect, including physical, sexual, verbal, and emotional abuse;
- Know and follow Troon policies and procedures that protect children against abuse;
- Report suspected child abuse or neglect to a manager and the appropriate authorities as required by state mandated reporter laws as soon as possible, in no event later than 24 hours;
- Follow up to ensure that appropriate action has been taken.

Where to Report Suspected Abuse

- Your Direct Manager/Supervisor
- The General Manager of the facility
- Troon Vice President of Operations assigned to the facility
- Human Resources Department at hr@troon.com
- Troon Hotline: 888-TROON30 (888-876-6630)
- Local Department of Social Services

Cooperation with Authorities

All reports of suspicious or inappropriate behavior with children or allegations of abuse will be taken seriously. Troon will fully cooperate with authorities if allegations of abuse are made and investigated.

Investigation Statement

Troon cooperates fully with the authorities to investigate all cases of alleged abuse. All associates shall cooperate to the fullest extent possible in any external investigation by outside authorities or internal investigation conducted by Troon or persons given investigative authority by the Troon. Failure to cooperate fully may be grounds for termination.



DISABILITY AND ACCOMMODATION

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an associate, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any associate who requires an accommodation in order to perform the essential functions of their job, have equal access to an employment opportunity, and/or obtain equal job benefits should contact their manager, supervisor or the Human Resources Department at hr@troon.com to request such an accommodation.

During the hiring process, the Company will take all reasonable steps to allow applicants with known disabilities to participate effectively in the application process. Applicants requiring a reasonable accommodation during the hiring process should notify Human Resources at hr@troon.com. The Human Resources Department will communicate with the associate (or applicant) and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the associate, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the associate’s ability to perform essential job functions.

Associates who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the associate, and possibly the associate's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the associate to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Associates are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law. Associates who wish to request unpaid time away from work to accommodate a disability should speak to their manager, supervisor or the Human Resources Department at hr@troon.com.

The Company prohibits any retaliation against an associate or applicant who complains in good faith about a violation of this policy, requests an accommodation, or assists in any investigation related to this policy. Any associate or applicant who believes that he or she has been discriminated against on the basis of a disability, for requesting a reasonable accommodation for a disability, or has experienced retaliation for exercising his or her rights under federal, state or local laws related to disabilities and the workplace should notify his or her Human Resources representative immediately.



RELIGIOUS ACCOMMODATION

The Company will provide reasonable accommodation for associates' sincerely held religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an associate's religious beliefs, observances, or practices and the associate's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist associates, managers, and the Human Resources Department to discuss concerns regarding religious beliefs and work related duties and to take action to provide reasonable accommodation for associates' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any associate who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of their manager and the Human Resources Department at hr@troon.com to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.



LACTATION/NURSING MOTHERS ACCOMMODATION

The Company will provide a reasonable amount of break time to accommodate an associate desiring to express breast milk. Associates needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the associate, the lactation break time will be unpaid for nonexempt associates.

Associates will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, associates should work with their supervisor/Manager regarding scheduling and reporting the extra break time.

The Company will provide associates with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the associate to express milk.

Associates should discuss with their supervisor or manager the location for storage of expressed milk. In addition, associates should contact their manager or supervisor or the Human Resources Department at hr@troon.com during their pregnancy or before their return to work to identify the need for a lactation area.

For associates working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here. Associates should refer to their state-specific supplement for additional information regarding lactation-related accommodations under state law.

3

EMPLOYMENT RELATIONSHIPS





ASSOCIATE ELIGIBILITY AND WORK AUTHORIZATION

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must comply with Federal I-9 work authorization requirements and provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If an associate cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate their employment immediately.

The Company participates in the Electronic Verification system (E-Verify) to electronically verify the work authorization of newly-hired associates. E-Verify is an internet-based program that compares information from an associate's Form I-9 to data contained in the federal records of the Social Security Administration and the Department of Homeland Security to confirm employment eligibility.

The Company is committed to honoring all terms and conditions of E-Verify. Associates who do not contest a Tentative Nonconfirmation or who receive a Final Nonconfirmation or No Show are subject to immediate termination of employment.



EMPLOYMENT CLASSIFICATIONS

Associates are classified as either "exempt" or "nonexempt" under federal and state wage and hour laws, and are further classified for administrative purposes. The following designations are used throughout this Handbook.

Exempt

Exempt classification - associates whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt associates are compensated on a salary basis, and generally receive the same weekly salary regardless of hours worked. Exempt associate's salary is intended to compensate the associate for all hours worked each week.

Nonexempt

Nonexempt classification - associates whose job assignments do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Nonexempt associates are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law.

Associates will be informed whether their status is exempt or nonexempt and should consult their supervisor, manager of the Human Resources Department at hr@troon.com with any questions or concerns regarding this status.

Full-Time Status

Full-time associates are those who are normally scheduled to work and who do work a schedule of thirty-five (35) or more hours per week. Full-time associates are generally eligible for certain associate benefits described in this Handbook and are provided with benefits as required by applicable law.

Part-Time Status

Part-time associates are those who are normally scheduled to work and who do work less than thirty-five (35) hours per week. Part-time associates may be assigned a work schedule in advance or may work on an as-needed basis in accordance with applicable state law. Part-time associates are eligible for some, but not all associate benefits described in this Handbook and are provided with benefits required by applicable law.

Seasonal Status

Seasonal associates are hired to work on a part-time or full-time basis and are scheduled for termination on a certain date; with the period of employment being six months or less. Seasonal associates are generally hired to temporarily supplement the workforce during the high season. Seasonal associates are not eligible for benefits, except as required by applicable law.



WORKWEEK, HOURS AND TIME

The normal workweek is Saturday through Friday. Work Time is defined as the time you are on the clock and being compensated. You cannot make adjustment to your schedule (such as starting or ending your day later or earlier, or working through lunch) without management's approval. Please consult with your manager regarding your work week schedule.



PAY PERIODS AND PAYCHECK DEDUCTIONS

Associates are paid bi-weekly, on the Friday following the end of the pay period, unless otherwise required by state law.

We take all reasonable steps to ensure that associates receive the correct amount of pay in each paycheck on the correct payday. Associates should carefully review each paychecks to make sure they are correct.

We may lawfully withhold amounts from wages when:

- We are required to do so by state or federal law; or
- A deduction has been authorized or agreed upon by the associate to cover insurance premiums, benefit plan contributions, meals, housing, or other debts owed to the Company in accordance with state or federal law.

It is our policy to comply with the salary basis requirement of the Fair Labor Standards Act (FLSA) and we prohibit any deductions that violate the FLSA. If an associate believes there is a mistake on their paycheck, they should immediately report it to their supervisor, manager or the Corporate Payroll department at payroll@troon.com or via phone at 480-477-0410. We will promptly investigate reports of improper deductions or other mistakes. If we determine that an improper deduction has occurred, the associate will be reimbursed and we will take the necessary steps to prevent future error(s).

The Company does not tolerate retaliation against any associate that reports alleged improper deductions or possible violations of this policy, or if that cooperates in an investigation of such report. Claims of retaliation will be promptly investigated.



DISCUSSION OF WAGES

No associate is prohibited from inquiring about, discussing or disclosing their own wages or those of another associate. The Company will not discharge or otherwise discriminate or retaliate against any associate on the basis of such a disclosure or because the associate files a complaint alleging a violation of the any state wage transparency law. Associates are not required to disclose their wages to anyone.

This policy does not apply to disclosure of other associates' compensation information by associates who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Company, make unauthorized disclosure of that information. Company representatives may disclose associates' wages in response to a complaint or charge; in furtherance of an investigation, proceeding, hearing or action under state law; or when legally obligated to do so.



REPORTING TIME

Nonexempt Associates must follow all procedures for recording time and are required to “clock in” and “clock out” using the time recording method available at their worksite. It is important that all associates follow this policy so that they are paid accurately for all hours work.

Nonexempt Associates should not work any hours outside of their scheduled work day unless their manager or supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Nonexempt associates are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you may perform but fail to report on your time card. Any associate who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. In addition, the Company prohibits allowing, asking, suggesting or permitting non-exempt associates to engage in “off the clock” work at any time. Any nonexempt associate that is asked by a manager or supervisor to work off-the-clock must immediately report the incident to the Human Resources Department so that the situation may be investigated.

It is against Company policy to fraudulently alter or tamper with time records and/or to clock in or clock out, or record time for another associate. In addition, managers and supervisors may not alter an associate’s time records without their written consent.

If there are mistakes on an associate’s time record, or if an associate forgets to clock in or clock out, the associate must immediately report the mistakes to their manager and the manager will correct the error with the associate’s written consent. All time worked is recorded to the closest minute.

Exempt Associates may be required to record their work time and report full days of absence for reasons such as leaves of absence, sick leave, or personal matters.



REST AND MEAL PERIODS

It is the Company’s policy to comply with all laws regarding meal and rest breaks. Associates should refer to their state-specific supplement for additional information regarding meal and rest breaks required under state law.

If an associate works in a state where there are no applicable meal or rest break requirements, the Company will provide meal and break time as appropriate, subject to operational needs and supervisor discretion.

Any rest breaks of short duration (lasting between five (5) and twenty (20) minutes) will be counted as “hours worked” and paid accordingly. Meal breaks lasting thirty (30) minutes or more are not considered “hours worked” for purposes of federal law and will be unpaid. It is important that all associates follow this policy so that they are paid accurately for all hours worked.

Associates must be completely relieved from work duties during any unpaid meal break. Nonexempt associates are required to “clock in” and “clock out” for meal breaks lasting thirty (30) minutes or more each day.



OVERTIME

When operating requirements or other needs cannot be met during regular working hours, associates may be scheduled or asked to work overtime. Nonexempt associates will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such

as PTO, sick pay, holiday pay, bereavement pay and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

Overtime compensation is paid to non-exempt associates in accordance with federal and state wage and hour regulations. Overtime pay is based on actual hours worked for purposes of performing overtime calculations.

Nonexempt associates should not start work until their scheduled start time without manager approval. If an associate does work overtime without receiving prior authorization, they will be paid for all hours worked, including overtime, but may also be subject to disciplinary action, up to and including termination.

If business needs require an associate to work overtime and they are unable to obtain prior authorization, they should record the time worked and notify their manager as soon as possible.

Exempt associates are expected to work as needed to complete their job responsibilities. No overtime or additional compensation is provided to exempt associates.



PERSONNEL DATA CHANGES AND PAYROLL FILES

The information recorded in an associate's personnel file is extremely important to the associate and the Company. It is the associate's responsibility to make sure that the personal data in the file is accurate and up to date:

- Address
- Phone number
- Number and names of dependents
- Name and phone number of emergency contacts
- Any other necessary personal information

These changes should be updated within three months of any change. Changes must be updated on the associate self-service site in the UKG portal. Unreported changes of address, marital status, etc., can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach an associate in a crisis may be extremely problematic.

Associates are permitted to inspect and copy their personnel records, except for letters of reference and certain other limited kinds of information, via the self-service site in the UKG portal. Current or former associates may also request a copy of their personnel file by submitting a written request to the Human Resources Department at hr@troon.com.



ROMANTIC AND FAMILY RELATIONSHIPS AT WORK

The Company will not take any adverse employment action against any associate for engaging in romantic relationships during nonworking hours away from work premises. However, we will consider such relationships when they affect an associate's job performance, occur during working time (defined as the time when an associate is performing, or scheduled to be performing services, for the Company; it does not include paid or unpaid break periods, meal periods, or periods in which an associate is not performing and is not scheduled to be performing services or work for the Company) or on work premises, or pose a danger of a conflict of interest.

A familial or intimate relationship among associates can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member.

To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two associates marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. If existing associates become related due to marriage or enter into an intimate relationship, they are required to share such relationship information with the Company. At that time, the Company will review each situation and decide if there is a conflict of interest.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the associate is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).



LEAVING THE COMPANY

All associates are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment. As stated above, only the Chief Executive Officer of the Company or that person's authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the Chief Executive Officer of the Company or an authorized representative.

Associates may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Reasons for termination include, but are not limited to, the following:

Voluntary Termination

A voluntary termination means an associate has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, and job abandonment. An associate is considered to have abandoned their job if they fail to report to work as scheduled for three consecutive shifts and have not notified the company of their intention to resign.

Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship with an associate. Involuntary terminations may occur for cause or for reasons other than cause.

Associates who voluntarily leave the Company are encouraged to provide their manager with two weeks' written notice in order to allow a reasonable amount of time to transfer ongoing work and coordinate final wages. All final wages will be paid in accordance with applicable law.



RETURN OF COMPANY PROPERTY

Associates are required to return all company property (e.g., uniforms, keys, computers, cell phones, passwords, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, or layoff or immediately upon request. Associates also must return all of the Company's Confidential Information (defined below) upon separation. No

information belonging to the Company can be copied for the associate's use. The Company may also take all action deemed appropriate to recover or protect company property.



REFERENCES/VERIFICATIONS OF EMPLOYMENT

All requests for information for current or former associates must be referred to the Human Resources Department at hr@troon.com. A written disclosure or authorization may be required before any information is furnished. Associates shall not provide any information regarding past or present associates to any outside agency, organization, institution or person who is not employed by the Company. The Human Resources Department will formally verify, upon written request, only a former associate's dates of employment, position or positions held, and final rate of pay.

Only the Human Resources Department has the authority to respond to such inquiries. This restriction includes recommendations on behalf of the Company on social media sites.

4

**STANDARDS OF CONDUCT
(WORKPLACE GUIDELINES)**





CODE OF CONDUCT

The Company expects associates to demonstrate the highest level of integrity and honesty in all aspects of their work and to follow reasonable work rules and standards. Associates are also expected to perform their job duties to the Company's satisfaction and to adhere to its conditions and standards of employment. The Company reserves the right to administer discipline in the manner it deems appropriate under the circumstances, and may, in its sole discretion, terminate any associate without prior discipline.

To ensure safety and security and provide the best possible work environment, we expect our associates to follow basic, common-sense rules of conduct that will protect everyone's safety and security. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another associate, allowing any associate to record another associate's work time, or allowing falsification of any time card;
- Theft or the deliberate or careless damage of any Company property or the property of any managed facility or associate;
- Use of Company property or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time (as defined above) or in a manner that interferes with the associate's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Conviction of a crime that adversely affects the legitimate business interests of the Company;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned, managed or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned, managed or occupied by the Company, unless state law provides otherwise.
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned, managed or occupied by the Company;
- Loitering, loafing or leaving a work area during working time (as define above) without the permission of management;
- Refusing to participate in an investigation, or being dishonest in an investigation;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (note: for associates subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
- Failing to provide, or providing an altered or falsified, certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company;
- Committing a fraudulent act or intentional breach of trust in performing job duties under any circumstances; and
- Stealing Troon or facility property or equipment or possessions of a member, guest, or another associate. The Company reserves the right at any time and at its sole discretion to request to search an associate's vehicle, packages, containers, briefcase, purse, and any person entering a facility for the purpose of determining the presence of stolen Troon or facility property or the equipment or possessions of a member, guest, or another associate in violation of this policy. If an associate fails or refuses to promptly permit a search under this Policy, they may be subject to discipline up to and including termination.

Although employment may be terminated at-will by either the associate or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal and/or written warnings. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or policy violation.

REPORTING AND ANTI-RETALIATION POLICY

We Encourage A Speak Up Culture

Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of our culture. To promote that culture, the Company encourages associates to speak up and raise questions and concerns promptly about any situation that may violate our core values and/or our policies. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

The Company is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our Code, Values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing and financial reporting matters.

We expect all of our associates, officers, directors, and agents to follow this commitment in all aspects of their work.

Raise Good Faith Questions and Concerns

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory. For purposes of this policy, and because our Code captures standards of ethics and compliance at a broad level, references to our “Code” should be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company’s policies and procedures, as well as applicable laws.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within the workplace, involves one of our contractors, suppliers, consultants, or clients, or involves any other party that we do business with. Questions or concerns can be addressed by the Human Resources Department at hr@troon.com or anonymously via the Troon Hotline at 1-888-TROON30 (888-876-6630).

The Company Does Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of any kind because an associate in good faith raises a question or concern about a violation or suspected violation of our Code, our policies, or the laws and regulations under which we do business, or because the associate participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an associate from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority, or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potential retaliation the Company prohibits:

- Adverse employment action affecting an associate's salary or compensation;
- Demotion, suspension, or termination of employment;
- Taking away opportunities for advancement;
- Excluding an associate from important meetings;
- Threatening an associate who has made a report;
- Directing an associate who has made a report not to report to outside regulators;
- Deliberately being rude or hostile behaviors or speech because an associate has reported a concern; and
- Creating or allowing the creation of a work atmosphere that is hostile because an associate has reported a concern.

It is the Company's policy to adhere to all applicable laws protecting our associates against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it to your manager, supervisor, the Human Resources Department at hr@troon.com or anonymously via the Troon Hotline at 1-888-TROON30 (888-876-6630).

Nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect associates who knowingly and intentionally raise false concerns or reports.

How to Raise Questions and Concerns

Associates can submit their good faith questions or concerns about conduct they believe may violate our Code, our policies or the laws and regulations under which we do business to:

- Their supervisor or manager
- Any Company leader
- Human Resources Department at hr@troon.com
- The Troon Hotline at 1-888-TROON30 (888-876-6630)

When an associate raises a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When raising concerns, we ask that associates provide as much detailed information as possible, including the background and history of the concern, names, dates and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

Please note as well that the Company does not prohibit anyone from electing to report concerns to, file a charge or complaint with, make lawful disclosures to, provide documents or other information to, participate in an investigation or hearing conducted by or communicate with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any applicable laws.



ATTENDANCE AND PUNCTUALITY

Associates are expected to report to work as scheduled, be on time and be prepared to start work. Associates are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an associates is unable to report for work on any particular day, they must call their supervisor or manager at least two (2) hours prior to the start of their scheduled shift (unless it is not possible to do so, in which case the associate must call as soon as possible thereafter). Associates who need to leave early must notify their supervisor or manager as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, associates must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including PTO;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including jury duty leave, voting leave, military leave, leave protected under the FMLA or similar state laws, and time off or leave specifically approved as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances.

No Call/No Show

Associates who fail to report for work without any notification to their supervisor or manager and whose absence continues for a period of three (3) consecutive days or shifts, will be considered to have abandoned their position and will be terminated as a voluntary resignation – job abandonment. Likewise, failure to return to work from an approved leave of absence will result in termination for job abandonment.



PERSONAL APPEARANCE AND GROOMING

The image the Company projects is reflected in the appearance of our associates. Simply put, associates should look well-groomed and should be dressed appropriately for their specific job duties. Associates are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with members and the public.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All associates should practice commonsense rules of cleanliness and comfort.
- Tank tops, tee-shirts, jogging suits, tennis shoes, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.

- Personal appearance should include cleanliness. If an associate shaves, then the associate’s facial hair should be clean-shaven or trimmed. If an associate does not shave, facial hair should be clean and trimmed.
- Jewelry may be restricted for safety reasons, based on the position.

We encourage associates to seek the advice of their supervisor, manager or the Human Resources Department at hr@troon.com if they have questions regarding appropriate dress or appearance at work. Associates who report to work improperly dressed or groomed may be sent home to change. The time that nonexempt associates are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent associates from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law. Each owned, managed or occupied facilities’ personal appearance and grooming requirements may differ from this policy.

The Company will reasonably accommodate exceptions to this policy if required due to an associate’s religious beliefs, medical condition or disability. Associates who need such an accommodation should contact their supervisor, manager or the Human Resources Department at hr@troon.com.



NO-SOLICITATION/DISTRIBUTION OF LITERATURE

The Company has established the following rules applicable to all associates and non-associates that govern solicitation, distribution of written material and access to Company owned, managed or occupied property:

- Associates may engage in solicitation activities only during nonworking times (defined as the time as the time when an associate is not performing or scheduled to be performing services for the Company, which includes paid or unpaid break periods, meal periods, or periods in which an associate is not performing and is not scheduled to be performing services or work for the Company). No associate may engage in solicitation during his or her own working time or during the working time of the associate or the associate at whom such activity is directed;
- Associates may distribute or circulate any written or printed material only in non-working areas, during nonworking times. No associate may distribute or circulate any written or printed material in working areas at any time, or during their own working time or the working time of the associate or the associates at whom such activity is directed;
- Non-associates are not permitted to solicit or to distribute written material for any purpose at any Company owned, managed or occupied facility; and
- Off-duty associates are not permitted in non-working areas.

Strict compliance with these rules is required.

As used in this policy, “working time” includes all time for which an associate is performing or scheduled to be performing services for the Company; it does not include paid or unpaid break periods, meal periods, or periods in which an associate is not performing and is not scheduled to be performing services or work for the Company.

The Company recognizes the value of charitable organizations and encourages associates to be active participants in organizations which support or contribute to the community. With the exception of Company authorized charitable giving campaigns, if an associate or any charitable organization wishes to solicit funds for a charitable donation, the associate or the charitable organization must obtain prior approval from the Human Resources Department at hr@troon.com.



USE OF COMPANY AND FACILITY EQUIPMENT & RESOURCES

Company Equipment

When using company owned, managed or occupied facilities vehicles or other property, associates are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards and guidelines.

Associates should notify their supervisor or manager if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to associates or others. Associates who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor or manager.

All associates are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment. The Company may discipline associates who engage in unlawful conduct while using company owned, managed or occupied facilities vehicles or other property up to and including termination.



Company Resources

The Company has significantly invested in telephones, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and, except as provided in the Electronic Communication Use policy below, should be used for business transactions only and not for personal use, unless explicitly authorized by a supervisor.



Computer and Network Use

The use of all Troon computer and network systems, which are established and controlled by the organization, shall be used for appropriate and legitimate business purposes only. This standard shall extend to all associates in all locations, managed facilities and corporate offices, as well as to contractors, consultants, and other non-associates that have been granted authorization to use these systems. This standard applies to all computers and network systems within the organization, including desktops, laptops, tablets, network servers, mobile devices and all attached peripheral devices. It also applies to use of the Internet.

Troon's computer and network systems must be accessible by system administrators during normal system maintenance or problem resolution. We reserve the right to access, use, disclose, and copy any and all applications and/or data stored on computers and network servers, for any legitimate business purpose. We reserve the right to audit any application or data for compliance with this and other policies, and in connection with investigations of suspected violations of law. You should not have an expectation of privacy when using any Troon computer or network system.

You must respect the rights of other users, respect the integrity of the systems and related physical resources, and observe all relevant laws, regulations, and contractual obligations. All Associates and agents acting on behalf of Troon are responsible and accountable for the proper use of these systems.

All existing federal, state and local laws and Company policies apply, including not only those laws and regulations that are specific to computers and networks, but also those that may apply generally to personal conduct. Misuse of computing, networking, or information resources may result in the loss of computing privileges, disciplinary action, up to and including termination and legal action.

Troon computer and network systems are intended for business use. Occasional use of personal email and the Internet where it does not interfere with productivity or continuity of company business operations is permissible. Violations of this Troon Policy include, but are not limited to:

License/Copyright Compliance Violations:

- Reproducing, distributing or displaying copyrighted materials without prior permission of the copyright owner. This includes text, images, photographs, music files, sound effects, and other legally protected works;
- Violating terms of applicable software licensing agreements or copyright laws;
- Installing any software application not specifically owned by us; and
- Downloading/installing any software application off the Internet, unless approved by the Information Technologies department.

General Use Violations:

- Deliberately wasting computing resources;
- Knowingly performing an act that will interfere with the normal operation of computers, terminals, peripherals, or networks;
- Knowingly running or installing on any computer system or network, or giving to another user, a program intended to damage or to place files on another users' account/system without their knowledge;
- Using applications that inhibit or interfere with the use of the network by others;
- Using our computer resources for personal gain, including running a business for profit or non-profit purposes, promoting and selling products and services, etc.;
- Registering any Company or managed facility's IP address with any other domain name (i.e., www.yourname.com);
- With the exception of the Technology department, or approved agent, installing, removing, moving, or attempt to repair hardware or software relating to computers or network systems;
- Inappropriate internet use (i.e. intimate chat rooms, dating websites, sexually explicit websites); and
- Viewing, storing or transmitting sexually explicit images on or over any Company or managed facility's computer and network systems.

The Company reserves the right to limit access to such electronic resources when Company policies or laws are violated and to monitor routing information of communications across any managed network services and transaction records residing on Company resources. The Company may monitor and restrict the content of material transported across its networks or posted on any company system to preserve network/system integrity and continued service delivery.

However, this policy does not apply to and does not prohibit associates from engaging in protected concerted activities under the National Labor Relations Act (such as discussing wages, benefits and other terms and conditions of employment with co-workers or others) on non-working time (the time when an associate is not performing, and not expected to be performing, job duties for the Company; non-working time includes time before and after a shift and paid or unpaid breaks, rest periods and meal times).

No Solicitation

The Company's electronic resources must not be used for solicitation purposes during working time (as defined earlier in this handbook). The Company's no solicitation rule applies to the use of all electronic resources.

Software Code of Ethics

Associates may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act.

Associates may not give software to any outsiders including contractors, members, guests or others. Associates may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Associates may not download software from the internet and install it on their company provided computer.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

Associate Responsibility

Each associate is responsible for the content of all text, audio or images that they save, place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an associate's work as would be utilized for other company correspondence or memoranda.

Email Content Screening

The Company maintains the right to screen all inbound and outbound email content for legitimate business reasons. Email messages or attachments that contain sexually obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

The Company may, in its discretion, review communications to and from a personal account for legitimate business reasons, subject to state laws regarding attorney-client communications.

If an associate wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the associate should consider using a personal email address and personal computer equipment. If an associate does use company equipment, the associate consents to any monitoring by the Company for legitimate business reasons and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, associates are not authorized to download any software from the internet onto their company computer or any drive in their company computer.

The Company maintains virus protection software on all network servers and filters all inbound and outbound email for virus attachments. Email containing a virus will be quarantined and both the sender and recipient will be informed. If the virus can be removed, the message will be forwarded to the recipient.

**SOCIAL MEDIA**

The Company recognizes that associates may maintain social media accounts, such as Facebook, Twitter, Instagram and TikTok, or otherwise have an internet presence, which may include an internet blog. However, to protect the Company's interests and to ensure that our associates focus on their job duties, the following rules must be followed:

- No access or posting on a social media websites, blogs, or other internet forums during working time unless it is part of your working duties and you have received prior approval from your manager. Associates may access such websites during non-working time, including paid and unpaid meal and rest break periods.
- Respect all copyright and other intellectual property laws, including the Company owned, managed or occupied facilities copyrights, trademarks and brands.
- Do not post information or statements that are deliberately or maliciously false about the Company, any owned, managed or occupied facility, management, coworkers, members or guests.
- Adhere to all rules regarding Confidential Information and Proprietary Information; do not disclose or discuss the Company's or and owned, managed or occupied facilities' Confidential Information. Please refer to the Confidential Company Information policy below for a description of the information that the Company considers to be confidential business information.
- Unlawful conduct through a social media website, blog, or other internet forum is prohibited. Such conduct includes unlawful harassment, bullying and assault. Abusive or threatening language is unacceptable.
- Any postings made by an associate regarding the Company or an owned, managed or occupied facility should not mislead readers into believing it represents the position of the Company unless the associate has permission from the Company to do so.
- Keep in mind the speed and manner in which information posted on any website can be forwarded and often misunderstood by readers.



CONTACT WITH THE MEDIA

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should notify your supervisor, manager or the Human Resources Department that you have been contacted by the media whenever you are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company's behalf without authorization. Please send any such inquiries to: Rob Myers, Media & Communications Specialist, at RMyers@Troon.com. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.



CONFIDENTIAL COMPANY INFORMATION

The Company's confidential and proprietary information is vital to its current operations and future success. Each associate should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. In no event should associates disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, associate health/medical records, system designs, customer lists and methods of competing. Additionally, associates who by virtue of their

performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the associate at issue: social security numbers, driver's license or resident identification numbers, member information, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management associates about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Handbook prohibits an associate from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the associate acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Please note that in accordance with the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made either (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (2) a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Company associates, contractors, and consultants who file retaliation lawsuits for reporting a suspected violation of law may also use and disclose related trade secrets in the following manner: (1) the individual may disclose the trade secret to his/her attorney, and (2) the individual may use the information in a related court proceeding, as long as the individual files documents containing the trade secret are under seal, and do not otherwise disclose the trade secret except pursuant to court order.

CONFLICTS OF INTEREST

All associates must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest:

- Acting as a director, officer, consultant, agent or associate of a supplier, customer, competitor or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, competitor or any entity that engages in business with the Company;
- Failing to disclose that an immediate family member owns a material interest in or is a creditor of or has other financial interests in a supplier, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to associates of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an associate's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.
- Engaging in a familial or intimate relationship with a member, guest or vendor that has the potential to create an actual or perceived conflict of interest or causes a disruption in the workplace.

If an associate has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the associate is in doubt concerning the proper application of this policy, they should promptly discuss the matter with their supervisor, manager and the Human Resources Department at hr@troon.com and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action up to and including termination.

This policy in no way prohibits associate affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of associates to organize collectively and to speak with others about their terms and conditions of employment.



OUTSIDE EMPLOYMENT

The Company respects each associate's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy above or adversely affect the associate's ability to perform their job duties. Under certain circumstances, however, if an associate's personal conduct adversely affects performance on the job or makes it impossible for the associate to carry out any or all job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an associate's ability to perform their job duties is outside employment. While the Company does not prohibit associates from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the associate's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the associate's work performance with the Company;
- Employment that requires associates to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment. The Company will not assume any responsibility for an associate's outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

If an associate has any questions regarding a possible conflict of interest or outside employment, they should contact their manager, supervisor or the Human Resources Department at hr@troon.com.

5

WORKPLACE SAFETY & SECURITY





COMMITMENT TO SAFETY

We are strongly committed to providing the safest possible environment for our associates, guests, and members. Our Risk Management Program is designed to quickly identify and correct conditions that would constitute a risk to safety. The Risk Management Guide is available from the Risk Management Department at WorkersComp@Troon.com.

Associates are expected to follow safety rules and to use caution whenever they are working. If an associate identifies a potentially unsafe condition, they should immediately report it to their supervisor or manager. Our associates are an important part of the Safety Program and we value their input. No associate will be disciplined for reporting a safety violation or hazard.



WORKPLACE VIOLENCE

The safety and security of associates is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company associates or that occur on any Company owned, managed or occupied facility will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company associates and other personnel, contract and temporary workers, consultants, contractors, members, guests, vendors, visitors and anyone else on the any Company owned, managed or occupied facility premises.

Violations of this policy by an associate will result in disciplinary action, up to and including termination of employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property or conduct such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several associates.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident.
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company.
- Threats or acts of violence occurring off Company premises involving an associate if the threats or acts affect the business interests of the Company.
- All threats or acts of violence occurring off Company premises, of which an associate is a victim, if we determine that the incident may lead to an incident of violence on Company premises.
- Use, display or possession of weapons in violation of the Company’s Weapons in the Workplace policy.
- Threats or acts of violence resulting in the conviction of an associate or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of threatened or actual violence or other unlawful coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of, or actual, violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence. All comments about violence will be taken seriously—and may result in termination. Please do not joke or make offhand remarks about violence. Please do not assume that any threat is not serious.

Associates should help maintain a violence-free workplace. To that end, associates are encouraged to immediately report any incident that violates this policy (including if you have reason to suspect conduct in violation of this policy may occur) to a supervisor, manager or the Human Resources Department at hr@troon.com. If an associate observes an incident or threat of violence (actual or perceived) that is immediate and serious, IMMEDIATELY DIAL 9-1-1 and report it to the police.

In addition, if you perceive that some third person from outside the workplace poses a threat of violence to you – a domestic partner or stalker, for example – you must notify the Human Resources Department at hr@troon.com immediately. If you have secured a restraining order against someone, you must provide a copy of the restraining order to Human Resources and, if possible, a photograph of the person whose conduct is restrained.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company. The Company will promptly and thoroughly investigate the circumstances surrounding a report of conduct in violation of this policy. The Company will attempt to keep such investigations confidential and will disclose reported information only as necessary to investigate and resolve the matter. We will make the sole determination of what, if any, action the Company will take in response to threats or acts of violence. In making this determination, we may undertake a case-by-case analysis in order to determine whether there is a reasonable basis to believe that workplace violence occurred or may occur. Any associate determined to have violated this policy will be subject to disciplinary action, up to and including termination.

No associate who in good faith makes a complaint or report of conduct in violation of this policy, or who in good faith participates in an investigation pursuant to this policy, will be retaliated against by the Company or by any associate.



WORKPLACE BULLYING

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another associate. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of offensive, demeaning and harmful derogatory remarks, insults and epithets based on any protected classification
- Verbal or physical conduct that is threatening, intimidating or obscene
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person’s work area or property
- Sabotage, or deliberately subverting, obstructing or disrupting another person’s work performance

Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits associates from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of associates to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Associates who are subject to, or witness, workplace bullying are encouraged to notify their manager and the Human Resources Department immediately. The Company will promptly investigate complaints of bullying. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigate complaints promptly and thoroughly.

The Company will take appropriate remedial and disciplinary action upon substantiating bullying activity, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, and other appropriate action. The Company will also report to law enforcement, if appropriate.

The Company strictly prohibits retaliation against an associate for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.



DRUG-FREE WORKPLACE

We are committed to maintaining a workplace free of drug and alcohol impairment to help ensure a safe, healthy and productive work environment for our associates and others, to protect the Company’s and facilities’ property and to ensure efficient operations.

A workplace free from drug and alcohol impairment is vital to our business, the safety of our workplace, the quality of our services, our well-being, safety and productivity, and the well-being, safety and satisfaction of our members and guests. Associates should report to and be at work in the mental and physical condition required to maintain safe working conditions and our expected levels of job performance, productivity and efficiency. We cannot provide a safe workplace, quality services, and guest and member satisfaction without a workplace free from drug and alcohol impairment.

The unlawful or unauthorized use, solicitation, possession, manufacture, distribution, purchase or sale of alcohol or illegal or unauthorized drugs (including controlled substances), or being under the influence of or impaired by illegal drugs or alcohol or being impaired by the use of legal drugs at your workplace, while using Company property, or while performing Company business, is strictly prohibited.



Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. Associates are also prohibited from arriving to work, being on Company premises, or performing work (on or off Company premises) under the influence of or impaired by illegal drugs or unauthorized intoxicants at any time. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. Illegal drugs also includes prescription medication that is used in a manner inconsistent with the prescription or for which

the individual does not have a valid prescription and over-the-counter drugs used for a purpose other than as intended by the manufacturer. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy to the maximum extent allowed by applicable law. The Company will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an associate use or possess marijuana or marijuana products at work or during work time or work while impaired by marijuana unless required by state law.

Associates are also prohibited from having any illegal or unauthorized controlled substances in their system while at work sufficient to yield a positive drug test result to the maximum extent allowed by applicable law.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.



Alcohol Use/Distribution/Possession/Impairment

All associates are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working under the influence of alcohol or with alcohol in their systems sufficient to yield a positive test result. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an associate’s job performance.

Alcohol is served at certain Company-sponsored events and/or business-related activities. At those events, alcohol consumption by associates (in moderation) does not violate the terms of this policy so long as associates exercises good judgment and so long as associates act in a lawful, safe, professional and responsible manner at all times.



Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an associate taking medication should consult with a health care professional or review dosing directions for information about the medication’s effect on the associate’s ability to work safely, and promptly disclose any work restrictions to a manager, supervisor or the Human Resources Department at hr@troon.com. In such cases, the Company will conduct an individualized assessment of the individual’s ability to safely perform the essential functions of the job in question while utilizing such drug. Associates are not required to reveal the name of the medication or the underlying medical condition. However, the Company may request additional information in order to determine when the associate is able to resume work and/or is in need of a reasonable accommodation.

Associates in Safety-Sensitive Positions are required to notify their manager, supervisor and the Human Resources Department, in writing, at hr@troon.com if they are currently using drugs prescribed by a treating health care provider that may cause impairment and may adversely affect their fitness for duty or job performance. “Safety-Sensitive Positions” means any job designated by the Company as a safety-sensitive position or any job that includes tasks or duties that the Company in good faith believes could affect the safety or health of the associate performing the task or others. The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action during any period of time during which an associate properly uses medication that may impact their ability to perform their job duties safely. The Company does not unlawfully discriminate against individuals on the basis of disability. The Company will provide reasonable accommodations to the extent required by applicable law.



Counseling and Rehabilitation

Associates who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. An associate who is receiving counseling and/or treatment for substance abuse may use available paid time off, sick leave, or, if eligible, family and medical leave. The associate will be required to provide a release to return to work by their treatment provider.

An associate’s decision to seek help voluntarily will not be used as a basis for disciplinary action, although the associate may be given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the associate is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.



DRUG AND ALCOHOL TESTING

In furtherance of our commitment to provide a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs, Troon maintains a policy in which job applicants and current associates may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to comply with applicable laws regarding drug and alcohol testing and current and prospective associate privacy rights.

Pre-Employment Testing

All job applicants, following a conditional offer of employment, are subject to drug and alcohol testing. All offers of employment with the Company are conditioned on the applicant submitting to and successfully completing and passing a drug and alcohol test in accordance with the testing procedures described in this policy.

Testing Based on Reasonable Suspicion

Associates may be asked to submit to a drug and alcohol test if an associate’s supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the associate’s appearance, speech, behavior, or other conduct and facts, that the associate possesses or is under the influence of illegal drugs, including marijuana, or alcohol, or both, or has otherwise violated this policy.

Post-Incident Testing

Testing is required if an associate is involved in a work-related accident that (i) resulted in a fatality; (ii) injured the associate or any other person, (iii) caused property damage in a significant amount, or (iv) puts the health and safety of any person in imminent risk. Drug/alcohol testing under this section will be undertaken as soon as practicable after the reported injury or accident, and administered to associates who the Company reasonably believes may have contributed to the injury or accident. An associate may also be required to submit to drug and alcohol testing after a work-related accident if such testing is required or allowed in order to comply with any federal, state or local law, rule, or regulation.

Testing Procedures

Drug and alcohol testing will be conducted pursuant to this policy, except to the extent it contradicts any applicable federal, state, and local laws, rules and regulations. All associates may be subject to drug and/or alcohol impairment testing, including all officers, directors, managers, and supervisors of the Company.

Consent Form

Prior to drug and alcohol testing, associates will be required to sign a consent form to submit to such testing and to release the test results to the testing laboratory’s Medical Review Officer and the Company.

Sample Collection and Testing

Sample testing shall comply with scientifically accepted analytical methods and procedures. Sample collection may include testing by breath, urine, saliva, hair or other test or examination to determine the use of illegal drugs or alcohol, the misuse or abuse of legal drugs prohibited by this policy, or to determine an associate's fitness for duty. The Company may test for the presence of some or all of the substances defined as illegal drugs (including marijuana) and/or alcohol. Except as otherwise permitted by law, no sample taken for testing will be tested for any substance or condition except illegal or unauthorized drugs and alcohol.

Associates being administered testing must provide reliable identification to the sample collector and will be given an opportunity to provide any information that may be considered relevant to the test and the sample, including information regarding prior or current drug or alcohol use, in a confidential setting. The costs for drug and alcohol testing are borne by the Company. Whenever possible, drug or alcohol testing will occur during, or immediately before or after, a regular work period. The testing shall be deemed work time for the purposes of compensation and benefits if required by applicable law. The Company will provide transportation to and from the sample collection/testing location. Associates subject to reasonable suspicion or post-accident drug and alcohol testing will not be permitted to operate a vehicle prior to or after testing for safety reasons.

If an associate refuses to cooperate during collection or testing, provides an adulterated, diluted, or substituted sample, or fails to report (or report promptly) to the collection site without a legitimate reason is a violation of this policy and will lead to disciplinary action up to and including termination.

Suspension During Testing

Associates that are subject to drug and alcohol testing may be placed on suspension without pay from the time the sample is taken until the Company is informed of the test results. If the test results are negative for alcohol and drugs, the associate will be paid for the suspension period at their regular rate of pay up to eight (8) hours per day based on their regular work schedule and job position.

Test Results

Any positive drug test results for associates will be confirmed by use of a different chemical process than was used during the initial drug test. The second or confirmatory drug test will use a chromatographic technique such as gas chromatography-mass spectrometry or another comparably reliable analytical method. All results of drug and alcohol testing will be reviewed and verified by the testing laboratory's Medical Review Officer to ensure the accuracy of results and the consistency of testing methods and procedures. Associates have the right, upon request, to review their written test results and obtain a copy of the report. If the test result is positive, the associate will have the right to explain in a confidential setting the positive test result to the testing laboratory's Medical Review Officer (including the opportunity to identify prescription and non-prescription drug use), to contest the positive test result, and/or to provide any information the individual feels is relevant. After speaking with the applicant or associate, the MRO will report the results to the Company as appropriate. All questions regarding the accuracy or validity of test results must be directed to the testing laboratory's Medical Review Officer. Refusal to contact or cooperate with the Medical Review Officer may result in disciplinary action. Associates who test positive for drugs or alcohol will be subject to discipline, up to and including immediate termination of employment. Job applicants who test positive will have their conditional job offers withdrawn.

Confidentiality

The Company will administer this policy and its drug and alcohol testing procedures with as much concern for privacy as is practical. All drug and alcohol testing data and communications regarding such testing shall be treated as confidential and disclosed to Company associates on a need to know basis, and shall only be disclosed outside the Company without the written consent of the individual tested or as otherwise allowed or required by federal, state or local laws, rules or regulations.



COMPANY’S RIGHT TO SEARCH

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises and on facility premises to the extent permitted by applicable law. We require the cooperation of all associates in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of associates but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time for legitimate business reasons, either with or without prior notice.

In addition, to ensure the safety and security of associates, members and guests, and to protect our legitimate business interests, we reserve the right to question and inspect or search any associate or other individual entering or leaving company or facility premises or job sites for legitimate business reasons. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera. If a non-exempt associate is present during any search or inspection, the associate must report the time spent during the search or inspection as working time.

These items are subject to inspection and search at any time, with or without prior notice. We also may require associates to agree to reasonable inspection of their personal property and/or person while on the job or on the Company’s or facilities premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management associate of the same gender. The Company will not tolerate any associate’s refusal to submit to a search for legitimate business reasons.



TOBACCO AND SMOKE-FREE WORK ENVIRONMENT

We are committed to providing a safe and healthy work environment for our associates, members and guests. As a result, we prohibit the use of all tobacco-related products, including but not limited to smoking, the use of chewing tobacco and the use of e-cigarettes or vapes on Company premises and in all Company or facility vehicles.

If a facility allows tobacco use and/or smoking on the premises, associates must comply with the facility’s policies and procedures, including smoking in designated areas only. Associates may never smoke or use tobacco in the presences of members or guests. The Company and all facilities are required to enforce state and local laws regarding smoking. If permitted, associates may only smoke or use tobacco during authorized meal and rest break periods.

Associates that violate this policy or who tamper with “no smoking” signs may be subject to disciplinary action up to and including termination.



WEAPONS IN THE WORKPLACE

The Company strictly prohibits associates or any other person providing services to the Company or located on the Company's or facilities' premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned, managed or occupied by the Company or occupied by groups of company associates or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas. Associates are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the associate for work purposes, unless the associate is required to transport or store a weapon as part of the associate's job duties and the associate has written permission from the Chief Executive Officer of the Company. This policy prohibits the possession of concealed weapons as well as weapons carried openly to the maximum extent allowed by state or local law.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

In those states that specifically give an associate the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, associates will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, associates are strictly prohibited from removing the firearm from their vehicle or showing it to other associates or carrying it on their person onto any facility or building owned, managed or occupied by the Company.



WORK-RELATED ACCIDENT OR INJURY

An associate who is involved in a work-related accident or contracts a work-related illness, or witnesses a work-related accident or illness, no matter how minor it may appear, must report the incident to a manager or supervisor immediately or as soon as reasonably possible, even if an injury did not occur. Associates will not be reprimanded for reporting work-related incidents; however, they may be disciplined for failing to report a work-related incident promptly. Failure to timely report an injury may affect workers' compensation benefits eligibility.



WORKERS' COMPENSATION

Workers' Compensation insurance is a special type of coverage provided by the Company to assist associates who are injured at work. Each state has its own rules regarding benefits, wages and medical care. Associates can contact the Workers' Compensation team at WorkersComp@Troon.com.



If an associate is injured at work, notify a manager or supervisor immediately or as soon as practical so that steps can be taken to report the injury and get the associate proper care.



Associates that participate in the Company's group benefits are required to pay their portion of their insurance premiums during any leave period, including leave related to a work-related injury. If premium payments are not paid during a leave period, those unpaid insurance premium payments will be automatically deducted from the associate's next payroll check, as permitted by applicable law.

Associates who need to take time off from work due to a work-related injury or illness may also be eligible for a leave of absence under the Company’s leaves of absence or reasonable accommodation policies. Associates should consult with the Human Resources Department at hr@troon.com or the Leave Team at Leaves@Troon.com for additional information.

Following a work-related injury or illness leave of absence or any leave of absence, all associates will be required to provide a return to work certification from their health care provider.

The Company reserves the right to notify the workers’ compensation insurance company if there is reason to believe an associate has supplied false or misleading information in connection with a workers’ compensation claim and/or is suspected of filing a fraudulent claim. Workers’ compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.



EMERGENCY PREPAREDNESS

A workplace emergency is an unforeseen situation that threatens the health and/or safety of associates, members, guests or the general public, disrupts or shuts down our operations, or causes physical or environmental damage.

Emergencies may be natural or manmade and include the following:

- Floods;
- Hurricanes;
- Tornadoes;
- Smoke/Fires;
- Bomb threats;
- Earthquakes;
- Lightening
- Toxic gas releases;
- Chemical spills/leaks;
- Radiological accidents;
- Explosions;
- Civil disturbances;
- Workplace violence resulting in bodily harm and trauma; and
- Active Shooter

All associates should become familiar with and follow the Company’s or facilities’ emergency procedures, including any alarms, signals, evacuation routes, emergency exits and assembly areas. Emergency procedures are to ensure, as far as practicable, the safety, health and well-being of our associates, members and guests.

Questions or concerns regarding emergency preparedness or procedures should be directed to your manager, supervisor, the facility’s General Manager or the Risk Management Department at WorkersComp@Troon.com.



INCLEMENT WEATHER/OFFICE CLOSING

This policy establishes procedures to close or delay opening of the Company or facility due to hazardous or severe weather conditions, as well as procedures for notifying associates of a closure or delay.

General Managers are authorized to decide to close a facility due to hazardous or severe weather. When hazardous or severe weather conditions occur outside of regular business hours, managers will make reasonable efforts to notify associates as soon as practicable on the day of the closure.

The Company will notify associates of any delay or closure via telephone call, voice message or text message.

When hazardous or severe weather occurs during the day, the General Manager will decide whether to close the facility early. In the event that the facility closes early due to hazardous or severe weather, nonexempt associates will be paid for all hours worked and will otherwise be paid

in accordance with applicable federal and state law. For hours not worked and not otherwise compensable, nonexempt associates may use available paid time off. Exempt associates who report to work but are sent home early due to hazardous or severe weather will receive pay for a normal working day.

When the facility is open, but an associate is unable to report to work because of hazardous or severe weather, the associate should report any delay or absence to their manager at the earliest possible time. Associates will be required to use accrued paid time off on days when the facility is open but the associate does not report to work because of inclement weather. For associates that do not have paid time off available, nonexempt associates will be paid only for time worked and exempt associates will not be paid for full-day absences due to inclement weather. If the facility remains open, associates must make a reasonable effort to report to work as scheduled.

Associates should not take unnecessary risks to report to work in unsafe conditions.



CAMERAS AND VIDEO SURVEILLANCE

For purposes of workplace safety and security and to prevent theft and other misconduct the Company or facility may install video surveillance cameras in work areas.

If there is any reported incident of theft, trespass, workplace violence, associate misconduct or any type of safety violation (hereafter collectively referred to as “security incidents”), the Company will utilize its surveillance equipment as an investigatory tool. The Company will also make use of its surveillance equipment to deter any future security incidents.

The Company also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect confidential business documents or other proprietary information). Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons, it is possible that such surveillance may monitor activities not related to the Company’s business. The Company respects the privacy of its associates. Accordingly, no video cameras will be installed in the restrooms or in any lactation or changing areas.

The surveillance video cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of these video cameras and/or videotapes is strictly forbidden and may result in discipline, up to and including termination of employment.



VISITORS

Restricting access to Company owned, managed or occupied facility premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard associate welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace. The Company also reserves the right to verify the contents of packages and computer and other bags brought onto company or facility premises by visitors.

If an associate suspects or becomes aware of any unusual situation involving a visitor, they should immediately notify their manager or the facilities General Manager.



PETS AT WORK

The Company is responsible for insuring the health and safety of all associates, members and guests. In keeping with this objective, we do not permit associates to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other

associates. Some associates may feel threatened or be distracted by the presence of animals, particularly dogs. In addition, the Company wishes to prevent pets from fouling the facility space or damaging property.

An Associate who requires the help of a service animal (defined by 28 CFR 36.104 as “any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability”) may be permitted to bring a service animal to the facility as a reasonable accommodation, provided that the animal’s presence does not create a danger to others and does not impose an undue hardship upon the company. Service animal inquiries should be directed to the Human Resources Department at hr@troon.com or the Leave Team at Leaves@Troon.com.



DRIVING FOR COMPANY BUSINESS

The Company and facilities provide company-owned vehicles for approved selected associates to drive on company-designated business. The Company will also reimburse these associates for business use of personal vehicles in accordance with this policy. (See the Business Travel and Reimbursement policy for additional information.)

All Associates are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline associates who engage in unlawful conduct. For example, associates who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver’s license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Associates are to use their company-owned vehicle for work-related purposes only, but may run incidental, personal errands during their commute to and from work or during their meal period. This commuting and meal time is the associate’s time. Associates are not allowed to use company vehicles outside of normal work hours unless specifically authorized by their manager.

Company vehicles are to be driven by authorized associates only, except in the case of repair testing by a mechanic. Any accident in a company vehicles or while driving on company business, regardless of severity, must be reported immediately to the police, manager and to the Human Resources Department. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Associates are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.



CELL PHONE USE/TEXTING WHILE DRIVING

Associates whose job responsibilities include regular or occasional driving and who are issued a company cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and company-supplied cellular telephones are not to be used while driving.

If an associate receives a call on a cellular telephone while driving, they must either ignore the call while driving or pull over safely, park, and then either answer the call or return the call or text message. Furthermore, if an associate needs to make a company-related call, they must also pull over safely, park and then place the call.

Associates also may not send or review text messages while driving as part of their job responsibilities. The purpose of this policy is to ensure the safety of associates, other motorists and company property. Associates who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or company-issued cellular telephones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Associates whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy. Violation of this policy may result in disciplinary action up to and including termination.

6

ASSOCIATE BENEFITS





BENEFITS PROGRAM AND ELIGIBILITY

Health & Welfare Benefit plans offered by the Company are defined in legal documents such as insurance contracts and summary plan descriptions. If associates are eligible for benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the Plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for associates to review. The Company and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company. The Company also reserves the right to modify, increase or discontinue the benefits it offers. For questions regarding benefits, please contact the Benefits Department at Benefits@Troon.com.

Employment benefits eligibility vary according to the status of each associate. The following summary serves only as a general guideline about benefits offered to eligible associates.

General Eligibility

Full-Time Associates

Unless otherwise stated, Health & Welfare benefits described in this section apply to all associates classified as Full-Time, including, but not limited to medical, dental, vision, life insurance, voluntary benefits, Flexible Spending Accounts, Dependent Care Accounts, pre-paid legal services, tuition reimbursement plans, business travelers insurance, and paid time off. “Full-Time” is defined as any associate that regularly works at least thirty-five (35) hours per week. Full-Time Associates are eligible the first of the month following sixty (60) days of employment or status change with the Company. Associates should refer to their state supplement for additional information required by state law.

Part-Time and Seasonal Associates

Part-Time and Seasonal Associates may be eligible to participate in medical coverage if they meet certain requirements listed below. Part-Time and Seasonal Associates are also eligible to participate in the Company’s 401(k) plan. “Part-Time” is defined as any associate that is regularly scheduled to work less than thirty (35) hours per week. “Seasonal” is defined as any associate hired that is expected to work six (6) months or less in the year.



Medical Benefits (Affordable Care Act)

Medical Coverage Eligibility (Full-Time Associates)

All Full-Time Associates are eligible for medical coverage.

Medical Coverage Eligibility (Part-Time and Seasonal Associates)

Part-Time or Seasonal Associate who average thirty (30) hours or more per week, or average one hundred thirty (130) hours or more per month, during the measurement periods described below, may be eligible for medical coverage as outlined below.

If you are a new Associate hired within the last twelve (12) months, then your eligibility for medical coverage will be determined by a lookback method of your hours for the first full eleven (11) months of your employment. If you meet or exceed the required hours, then you will be eligible to enroll for medical coverage effective on the 1st day after the last day of the first calendar month on or after your 1st year anniversary with the Company through the calendar year. The Company’s lookback initial and stability measurement period for all associates is measured from prior year October 3 through current year October 2.

Same Sex Marriages

The Company complies with all applicable federal and state laws regarding the provision of offering benefits to same-sex spouses. Associates should contact the Human Resources Department if they have any questions regarding benefit eligibility for themselves or their spouses and dependents.

HIPAA & Private Health Information

We understand the importance of keeping your personal and health information private. Personal and health information includes medical information and individually identifiable information, such as name, social security number, and benefit elections. Eligible associates will receive a Notice of Privacy Practices in the benefits communication in self-service during the Open Enrollment period and can be reviewed at any time. A copy can also be obtained from the Human Resources Department.

Continuing Medical Coverage (COBRA)

Associates that meet certain eligibility requirements under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and leave the company, may be eligible to extend their medical coverage and that of any eligible spouse or dependent for a limited period of time at their sole expense. Detailed information regarding COBRA Benefits and Rights and any applicable State law requiring continuing group health insurance, will be provided to eligible associates upon hire with their initial rights notification and upon termination.

**401(K) RETIREMENT PLAN**

The Company’s 401(k) Retirement Plan is available to all Associates age nineteen (19) and over. Associates will become eligible for participation in the 401(k) Retirement Plan on the first (1st) day of the calendar month following three (3) months of continuous employment. The 401(k) Retirement Plan does contain an auto enrollment feature for all associates. Associates interested in additional information about the 401(k) Retirement Plan, auto enrollment, or opting out of the auto enrollment, should contact the Benefits Department at Benefits@Troon.com.

TIME OFF FROM WORK

The Company recognizes that associates benefit from time away from work for a variety of reasons—all of which contribute towards a positive work-life balance for our associates. Therefore, the Company provides time off—both paid and unpaid—to eligible associates for a variety of reasons as outlined below.

**Holidays**

Typically, associates are eligible for a minimum of seven Company holidays per calendar year, which, in most cases, includes New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day (“Company Holidays”). Holidays may vary between facilities and corporate offices.

Nonexempt Associates who work on a Company Holiday will receive double time pay for all hours actually worked on the holiday. For example, if a nonexempt associate works six (6) hours on a Company Holiday, they will receive pay equivalent to twelve (12) hours of regular pay. If a nonexempt associate does not work on a Company Holiday, they will not be paid for that day. Holidays may vary between facilities and corporate offices.

Exempt Associates that work on a Company Holiday may be eligible to receive a compensatory day off within a reasonable time period (generally 30 days) following the holiday.

Only hours actually worked on a Company Holiday will be used for calculating overtime. For example, if a nonexempt associate works six (6) hours on a Company Holiday, but is paid for twelve (12) hours of regular pay, as described above, only the six (6) hours actually worked will be counted towards overtime.

Some states have specific laws regarding the observance of or premium pay for certain holidays. For associates working in those states, the Company will comply with applicable state law and

may add holidays or designate different holidays to accommodate the requirements of the specific state as reflected in the applicable state supplement.



Paid Time Off (“PTO”)

The Company provides Paid Time Off (“PTO”) benefits to all Full-Time Associates. Part-Time Associates are not eligible for PTO benefits unless required by state or local law. (See Specific State Supplement for relevant information). PTO may be taken for any reason, including vacation days, sick-time, or other personal time away from work.

Full-Time Associates are eligible to accrue PTO each year based on their years of service in accordance with the schedule below:

Years of Service	Accrual Rate Per Pay Period	Annual Accrual
0-3 years	4.61	120 hours (15 days)
After 3 years	5.23	136 hours (17 days)
After 5 years	6.15	160 hours (20 days)

Associates will not accrue PTO during unpaid leaves of absence or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Once an associate reaches the maximum PTO accrual amount, they will not accrue any additional PTO until they use some of their accrued but unused PTO and their accrued but unused PTO is below the maximum accrual amount. Associates will not receive retroactive credit for any period of time in which they did not accrue PTO because they had accrued the maximum amount.

Associates are encouraged to take their accrued PTO each calendar year. Nonexempt Associates may use PTO in one (1) hour increments; Exempt Associates may use PTO in four (4) hour increments. PTO may not be used for seven (7) or more consecutive days without prior management approval. Associates should request PTO as far in advance as possible, but at least two (2) weeks prior to the start of the PTO for planned absences. In the event of an unplanned absence, please advise your supervisor or manager, in accordance with the Attendance and Punctuality policy, that you will be absent from work due to illness, care for a sick family member, or any other eligible reason. The Company generally will grant requests for PTO when possible, taking business needs into consideration. When multiple associates request the same time off, management may determine priority in scheduling PTO times.

Associates may use forty (40) hours of PTO prior to its accrual with management approval. This advanced PTO will be deducted from future accruals.

Associates may rollover forty (40) hours of PTO per year; **however, this 40 hour rollover will have no monetary value at the time of termination**, unless required by applicable federal, state or local law.

Upon termination, Associates will be paid all accrued but unused PTO, except for any PTO advanced or previous year’s no monetary value rollover, except in states where required by law.



Sick Time

The Company provides paid sick leave to certain classifications of Associates (generally Part-Time and Seasonal Associates) in accordance with State law. Information regarding paid sick time is located in the state specific Associate Handbook addendums.

For Exempt and Full-Time Associates who accrue PTO, the Company's PTO plan is intended to comply with state mandated sick and safe pay laws. In states where the Company's PTO plan does not comply or where all associates are required to accrue paid sick and safe time, Exempt and Full-Time associates will accrue such paid leave in accordance with those state laws.

Transfer

If an associate is transferred to another Facility with no lapse in employment, then the accrued PTO for the last full pay period at the prior Facility will be paid out upon transfer and any remaining unpaid PTO from a partial pay period at the prior Facility will be applied to the associate's accrued PTO at the new Facility. However, if there is a negative PTO balance at the time of transfer, the value of the negative PTO will be deducted from the associate's final paycheck at the prior Facility and the associate will begin accruing PTO at the new Facility in accordance with the accrual chart above.

Change in Status

If an associate changes from Full-Time status to Part-Time or Seasonal status, they will be paid out all accrued and unused PTO on their final paycheck as a Full-Time associate. However, if there is a negative PTO balance at the time of the status change, then the value of the negative PTO balance will be deducted from the associate's final paycheck as a Full-Time associate. If an associate changes from Part-Time or Seasonal status to Full-Time status, they will begin to accrue PTO as a new hire in accordance with the chart above.

Re-hire

Upon rehire within six (6) months of a prior termination, the Company will honor the associate's prior start date for accrual purposes in accordance with the accrual chart above.

LEAVES OF ABSENCE

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, associates will be eligible for the most generous benefits available under applicable law.

The Company has posted notices regarding FMLA Leave benefits at all Company and managed facilities. The information in those posters is incorporated into this policy by reference.

Associate Eligibility

To be eligible for FMLA Leave benefits, associates must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 associates are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for associates who have been on a protected military leave of absence. If associates are unsure whether they qualify, they should contact the Human Resources Department.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because associates' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an associate's child within 12 months following birth or placement of the child (Bonding Leave);

- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An associate's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

Definitions

"Child" for purposes of Bonding Leave and Family Care Leave, means 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 Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

"Parent" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

"Spouse" means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

"Key associate" means a salaried FMLA-eligible associate who is among the highest paid 10 percent of all the associates employed by the employer within 75 miles of the associate's worksite.

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of twelve (12) workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by the Company is the 12-month period measured forward from the start date of the associate’s first FMLA leave. The 12-month period is measured from the date the associate first uses any FMLA leave.

The maximum amount of FMLA Leave for an associate wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the associate’s first use of such leave and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an associate may be eligible to take more than one 26 week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an associate’s FMLA entitlement may be granted when the leave is necessitated by an associate’s work-related injury or illness or by a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. FMLA will run concurrent with ADA, workers’ compensation, and/or any voluntary short-term disability or state disability/leave benefits. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, associates may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the associate’s normal weekly or daily work schedule. An associate may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for a seriously ill family member (including to care for a covered servicemember), or because the associate is seriously ill and unable to work. Military Emergency Leave may also be taken on an intermittent or reduced leave schedule.

Leave taken intermittently may be taken in increments of no less than one (1) hour. Associates who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company’s operations. Please contact your manager or Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require associates to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If associates have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

If an associate’s request for intermittent leave is approved, the Company may later require associates to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an associate’s report that an absence qualifies for FMLA Leave.

To the extent required by law, some extensions to leave beyond an associate's FMLA entitlement may be granted when the leave is necessitated by an associate's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Associates are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the associate becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy (see Attendance and Punctuality policy), unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from the Human Resources Department. At our expense, we may require a second or third medical opinion regarding the associate's own serious health condition or the serious health condition of the associate's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Associates are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, associates must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources Department prior to scheduling planned medical treatment.

Recertification

In addition to the requirements listed above, if an associate's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the associate reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the associate requests an extension of leave; (2) the circumstances of the associate's condition as described by the previous certification change significantly (e.g., associate absences deviate from the duration or frequency set forth in the previous certification; associate's condition becomes more severe than indicated in the original certification; associate encounters complications); or (3) the Company receives information that casts doubt upon the associate's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the associate's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the associate's expense. In these situations, the associate will have fifteen (15) calendar days in which to provide a completed recertification form.

Military Emergency Leave Requirements

Associates are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the associate requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from the Leave Team at Leaves@troon.com or the Human Resources Department at hr@troon.com.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an associate fails to return to work at leave's expiration and has not obtained an extension of the leave, the Company may presume that the associate does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, associates may be eligible to receive benefits through state-sponsored programs, short-term disability benefits or other such benefits. Associates may also choose to use accrued PTO and sick leave, to the extent permitted by law and Company policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that associates will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions to associate group health benefits during their leave on the same terms as if associates had continued to actively work. This means that if associates want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Associates taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the associate's behalf to maintain health coverage if the associate fails to return to work following a FMLA Leave.

Associates on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Associates on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the company will provide the associate written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15 day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively to the original due date.

An Associate's length of service as of the leave will remain intact, but accrued benefits such as PTO may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, associates will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, associates have no greater right to reinstatement than if

they had been continuously employed rather than on leave. For example, if an associate would have been laid off if they had not gone on leave or, if the associate's position was eliminated during the leave, then the associate will not be entitled to reinstatement.

Prior to being allowed to return to work, an associate wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the associate can perform the essential functions of the job as those essential functions relate to the associate's serious health condition. For an associate on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the associate's ability to perform their duties, based on the serious health condition for which the associate took the intermittent leave.

Key associates may be subject to reinstatement limitations in some circumstances. If associates are considered a "key associate," those associates will be notified of the possible limitations on reinstatement at the time the associate requests a leave of absence.

Confidentiality

Documents relating to medical certifications, re-certifications or medical histories of associates or associates' family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

An associate who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action (up to and including termination) against such associate due to such fraud.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an associate believes their FMLA rights have been violated in any way, they should immediately report the matter to the Human Resources Department at hr@troon.com or anonymously via the Troon Hotline at 1-888-TROON30 (888-876-6630).

State Law

A number of states have family leave laws that provide leave benefits which exceed those available to associates under the FMLA. Associates should contact the Human Resources Department at hr@troon.com and reference the specific state supplemental Associate Handbook for additional information.



LEAVE AS A REASONABLE ACCOMMODATION

Associates who may have the need for a reasonable accommodation, may request the need through their supervisor, manager, the Human Resources Department at hr@troon.com or the Leave Team at Leaves@troon.com. In order for the Company to properly assess your ability to perform the essential functions of your job, we will need to understand the nature and extent of any mental or physical limitations you are experiencing and to evaluate whether you may qualify for an accommodation. An associate who has exhausted all other available forms of leave (such as FMLA leave) may be eligible for additional unpaid leave as a reasonable accommodation under the ADA.

If on an ADA leave, PTO will not accrue while on leave. You will be responsible for paying your share of health insurance premiums while on leave. If applicable, arrangements will be made for you to pay your share of health insurance premiums while on leave. If you do not pay your insurance premium payments, then any unpaid insurance premium payments will be automatically deducted from your next payroll check(s) if permitted by applicable law.

The request or need for an ADA Leave or accommodation must be submitted along with supporting documentation to the Human Resources Department hr@troon.com and/or the Leave Team at Leaves@Troon.com for review. The Company will consider requests for unpaid leave as a reasonable accommodation on a case-by-case basis as it does with all other accommodation requests in accordance with the ADA and other applicable law. After a review, you will be provided an approval or denial.

During your ADA Leave, your tenure with the Company will be considered uninterrupted. We cannot guarantee that your position will be available upon your return to work, unless local, state or federal law otherwise protects the position. If your prior position is unavailable upon your return to work, we will attempt to place you in a position comparable to the position you held prior to your ADA Leave and for which you are qualified; however, we cannot guarantee that such a position will be available.

If an accommodation is approved, you will be required to keep the Facility and the Corporate Human Resources Department aware of your status and intent to return to work. This may include submitting ongoing documentation to the Human Resources Department during your leave. If you do not keep the Facility or the Corporate Human Resources Department informed of your status, or you do not return to work on the date specified, you may be considered to have voluntarily resigned from your employment.

The Company will follow any state or local law that provides individuals with disabilities greater protection than the ADA.



PERSONAL LEAVE

Upon approval by your manager and Human Resources, an Associate who has completed ninety (90) days of continuous employment may be eligible to take an unpaid personal leave of absence (“Personal Leave”). While on a Personal Leave, PTO does not accrue during your leave of absence. If you participate in the Company’s group benefits, you must continue to pay your portion of your insurance premiums during your Personal Leave. Arrangements can be made for you to pay your share of health insurance premiums while on leave. If you do not pay your insurance premium payments, then any unpaid insurance premium payments will be automatically deducted from your next payroll check(s), if permitted by applicable law.

Your Personal Leave generally does not exceed forty (45) calendar days; however, upon documentation supporting your leave and upon approval, the Company will review on a case-by-case basis. We cannot guarantee that your position will be available upon your return to work, unless local, state or federal law otherwise protects the position. If your prior position is unavailable upon your return to work, we will attempt to place you in a position comparable to the position you held prior to your Personal Leave and for which you are qualified; however, we cannot guarantee that such a position will be available.

Personal Leave approval is subject to workload and Company needs. The decision of whether and for how long to approve a request for leave, will be made by your manager and the Human Resources Department, in their sole discretion. If you are approved for Personal Leave, you will be required to keep your manager and the Human Resources Department aware of your status and

intent to return to work. If you do not keep your manager and the Human Resources Department or the Leave Team informed of your status, or you do not return to work on the date specified, you will be considered to have voluntarily resigned from your employment.



MILITARY LEAVE

A military leave of absence will be granted if you are absent from work because of service in the “uniformed services” (active or inactive duty under federal authority) in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

Advance notice of military service is required under USERRA, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel).

Upon receipt of your Orders and to help Troon protect your position while you are on leave, please notify your supervisor and Troon Human Resources of the expected date of your departure and, if possible, your return date, if available.

You should give management as much advance notice of the need for military leave as possible so that the Company can maintain proper coverage for you while you are on leave. Time limits have been set for reporting back to work based on the length of time in the uniformed service. Please see the Human Resources Department, for additional information on Military Leave.

Eligibility for Leave

The Company provides unpaid military leaves of absence to associates who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, Commissioned Corps of the National Oceanic and Atmospheric Administration, and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, associates must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Compensation and Benefits during Leave

Accrued, unused PTO will be paid during military leave at the associate’s request.

An associate on military leave may elect to continue group health insurance coverage for the Associate and their covered dependents under the same terms and conditions for a period not to exceed thirty-one (31) days from the date the military leave of absence begins. The Associate must pay, per pay period, the premium normally paid by the Associate. After the initial 31 day period, the Associate, and covered dependents, can continue group health insurance up to 24 months at 102% of the overall premium rate.

Reinstatement

In order to be eligible for reinstatement, an associate must have provided advance notice of the need for military leave (where required) and have completed service on a basis that is not dishonorable or otherwise prohibited under USERRA. Associates whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Associates whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service. Associates whose service is greater than 180 days must apply for re-employment within 90 days after completing service. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. In general, an associate returning from military leave will be re-employed in the position and seniority level that the associate would have attained had there been no military leave of absence.

PTO benefits do not continue to accrue during a military leave of absence. An associate returning from military leave is entitled to any unused, accrued PTO benefits the associate had at the time the military leave began minus any PTO benefits the associate chose to use during the leave. Upon reinstatement, the associate will begin to accrue PTO benefits at the rate they would have attained if no military leave had been taken.

In regards to the Company's retirement plan and upon reemployment, associates who have taken military leave will be credited for the purposes of vesting with the time spent in military service and will be treated as not having incurred a break-in-service. Immediately upon reemployment, the associate may, at the associate's election, make any or all associate contributions that the associate would have been eligible to make had the associate's employment not been interrupted by military service. Contributions must be made within a period that begins with the associate's reemployment and that is not greater in duration than three times the length of the associate's military service. Associates will receive all associated company match for such contributions. An associate is not entitled to reinstatement as described above, if any of the following conditions exist: Troon's circumstances have so changed as to make reemployment impossible or unreasonable; reemployment would pose an undue hardship upon Troon; the associate's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.



BEREAVEMENT LEAVE

If you are a Full-Time or Part-Time Associate who has been employed by the Company for at least thirty (30) days, you may be eligible for three (3) days of paid time off to attend the funeral and make any necessary arrangements due to the death of an immediate family member, except where allowed additional time off for bereavement under applicable state law. "Immediate family" consists of the associate's spouse, domestic partner, child, sibling, parents, grandparents, grandchildren; or the child, sibling or parents of the associate's spouse or domestic partner.

Associates must notify their manager as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any associate may, with their manager's approval, use any available paid leave for additional time off beyond three days as necessary.



JURY AND WITNESS DUTY LEAVE

We encourage our associates to serve on jury or witness duty when called. Associates must notify their manager of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court. The Company will pay an associate's normal wages per day for up to five (5) days of such service or as required by state or local law. Associates may be required to pay to the Company any other compensation they received for jury duty, as permitted by law. On the days and parts of days during jury duty when the jury is not in service, you may be required to report to work if you are scheduled.

Associates may be required to provide verification of jury duty or witness service from the court clerk. Any associate on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

The Company will not discharge, discipline, or otherwise penalize an associate because the associate is absent for the purpose of attending a judicial proceeding in response to a subpoena or other court order or process which requires the attendance of the associate at the judicial proceeding, provided that the associate gives advance notice to the Company of the expected absence to the extent permitted by applicable law. To the extent permitted by applicable law, the provisions of this section do not apply if the associate is absent from work to attend a judicial proceeding as a criminal defendant.



TIME OFF TO VOTE

The Company encourages all associates to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an associate will have ample time to cast a vote before or after the work shift.

If an associate's shift starts less than three (3) hours after the polls open and ends less than three hours before the polls close, they may take enough time off from work to vote without loss of pay. The amount of time taken should not exceed what is needed to give the associate a total of three consecutive non-work hours to vote. Any additional time off will be without pay.

Associates must request time off to vote from their supervisor or manager at least three (3) days prior to Election Day so that time off can be scheduled to minimize disruption to normal work schedules. The Company will comply with all applicable state and municipal voting time laws.



OTHER LEAVES OF ABSENCES (IF APPLICABLE)

Many states require employers to provide their associates with additional leaves of absence, such as pregnancy disability leave, bone marrow donation leave and school activities leave. Please check the applicable state-specific supplement to this Handbook for additional information and contact the Human Resources Department with any questions.



LIFE ASSISTANCE PROGRAM

The Company provides a life assistance program at no cost to associates and their families. This counseling program is available 24 hours a day, seven days a week. It is a confidential, safe, and easy-to-use resource. EAP counselors will help associates clarify their concerns, assess their situation and identify options to help them resolve problems. For additional information contact the Benefits Department at Benefits@Troon.com.



ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received and read a copy of the National Associate Handbook and the applicable State Supplement for the state in which I work. I understand that the Handbook and Supplement set forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company.

I understand that the Company has provided me various alternative channels, including anonymous and confidential channels, to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that Troon may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Associate Handbook and applicable State Supplement.

I acknowledge that, except where required otherwise by applicable state law, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only the Chief Executive Officer or that person's authorized representative has the authority to enter into an agreement that alters fact that my employment with the Company is at-will. Any such agreement must be in writing and signed by the Chief Executive Officer or an authorized representative.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the associate handbook and state supplement, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook or supplement. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this National Associate Handbook and State Supplement or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook and State Supplement should be construed to interfere with any associate rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

Associate Signature

Print Name

Date

TROON®

TROON GOLF®

Troon Privé®

[TROON]
INTERNATIONAL

indigo™
SPORTS

