



SOUPLEAF HOT POT

EMPLOYEE MANUAL

&

RESTAURANT POLICIES

2023 Edition

WELCOME STATEMENTS

Soupleaf Hot Pot is pleased to confirm the offer extended to you to join the Restaurant. While we cannot possibly cover every situation that you might encounter while working at the Restaurant, the purpose of this Employee Manual and Restaurant Policies is to set forth a summary of the Restaurant's workplace policies. Your participation as an employee in our Restaurant is important and meaningful to us. If you have any suggestions and comments regarding your employment, please feel free to let us know as we strive to improve our Restaurant environment in order to achieve a mutually beneficial employment relationship. We hope that you will be inspired to remain with Soupleaf, and to focus your energy on successfully and efficiently contributing to our Restaurant goals.

The Restaurant expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document creates or is intended to create a promise or representation of continued employment for any employee.

RESTAURANT GENERAL DUTIES & POLICIES

The Restaurant expects each employee to conduct himself at all times with proper decorum. Likewise, the Restaurant has established rules and regulations to protect it and its staff from any misbehavior of any of its members.

Unless otherwise stated, the following Rules and Regulations shall apply to all employees of the Restaurant while in the Restaurant's premise at all times including break times, overtime and work done on off-day, rest day and paid public holidays.

This handbook is not intended to create a contract, nor should it be construed to create contractual obligations of any kind or a contract of employment between our Restaurant and any of its employees. Nothing in this handbook constitutes a guarantee, a contract, or a promise of continued employment.

Should any provision in this employee handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire employee handbook, but only the subject provision. Nothing in this handbook is intended to infringe upon employee rights under Section Seven of the National Labor Relations Act (NLRA) or be incompatible with the NLRA.

We ask that employees read this guide carefully, become familiar with Soupleaf Hotpot and our policies, and refer to it whenever questions arise.

1.0 Alcoholic Beverages

No employee shall be under the influence of and/or possession of or using alcoholic beverages including drinking such beverages during paid work hours. No employee shall drive a Restaurant's vehicle or operate any equipment while under the influence of alcohol.

2.0 Drugs

No employee shall be under the influence of and/or possession of and/or use drugs (other than medicines given under a doctor's prescription) and/or solicitation, distribution or purchase drugs. No employee shall drive a Restaurant's vehicle or operate any equipment while under the influence of drugs.

3.0 Offensive Weapons

Employees shall not carry offensive weapons such as firearms, explosive materials, poison, corrosive chemicals, knives, sharp objects, etc. within the Restaurant premises or keep them in their personal lockers/drawers/cabinets.

4.0 Solicitation

No employee shall solicit or promote support for any cause or organization (including political parties) during his working time or during the working time of the employee at whom such activity is directed.

5.0 Distribution of Literature

No employee shall distribute or circulate any written or printed materials in his work area during his working time or during the working time of the employee at whom such activity is directed. Nothing in this policy is intended to interfere with, restrain or prevent communications regarding wages, hours or other terms and conditions of employment.

6.0 Smoking

Smoking is strictly prohibited in the Restaurant's premise. Smoking is permitted only outside the Restaurant's premise during break time only.

7.0 Restaurant's Properties

No employee is allowed to use Restaurant's properties for his personal use. Employees should know that they have no expectation of privacy in their work areas, vehicles, or any personal items they may bring onto Restaurant property.

Restaurant's properties e.g. lockers, desks, cabinets, vehicles, equipment, tools, etc. must be maintained according to Restaurant's procedures and/or instructions and must be kept clean at all times and return to its storage area after use.

The Restaurant reserves the right to inspect all Restaurant's property without notice to the employee and whether or not the employee is present.

If the Restaurant has a reasonable suspicion that an employee is in unauthorized possession of Restaurant's properties, he may be subjected to an inspection. Employees who refuse to cooperate in such inspections are subject to discipline up to and including termination.

Employees should return all Restaurant's properties provided to him during his period of employment with the Restaurant to his Supervisor on the last day of his employment in the Restaurant.

8.0 Telephone / Telefax / Electronic mail

No employee is allowed to use the Restaurant's telephone / telefax / electronic mail for his personal use. Personal calls except for emergency calls will not be entertained during working hours.

Should an employee be found to have used the Restaurant's telephone / telefax / electronic mail for his personal use, the Restaurant reserve the right to seek re-imbursement on the charges incurred from him.

9.0 Employment Relationship/Employment At-Will

Staffs and salespersons are hired for an indefinite and unspecified duration of time. Employment between the employee and employer is "at-will." Accordingly, either you or the Restaurant can terminate the employment relationship at will, at any time, for any reason, with or without cause or advance notice so long as there is no violation of law. No employees or representative of the employer has any power or legal authority to alter the at-will nature of the employment relationship. Any contract of employment must be in writing and signed by the employer.

The first 30 days of employment is considered probationary but does not change the at-will relationship. The employment can be terminated at-will.

10.0 Equal Employment Opportunity

This Restaurant is committed to a policy of equal employment opportunity for applicants and employees. Employer will not discriminate against employees or applicants based on race, color, gender, national origin, religion, ancestry, age, marital status, medical condition, pregnancy, sexual

orientation, disability, genetic information, or any other characteristics protected by state or federal law or local ordinance.

Reporting and Investigation

If you believe that you are a victim of and/or witness to harassment, discrimination, retaliation, or abusive conduct, report it immediately to your Manager or a management-level employee with whom you feel comfortable. Management will keep your information confidential, except as necessary to conduct a prompt, thorough, objective investigation to verify the allegations. If the Restaurant determines that prohibited discrimination or harassment has occurred, corrective action will be taken in accordance with the circumstances, up to and including termination. It is the obligation of all employees to cooperate fully in the investigation process.

Retaliation Prohibited

Disciplinary action, up to and including termination, will be taken against any employees who attempt to discourage or prevent any harassment victim from reporting to Manager. ****The Restaurant will not retaliate against you for filing a good faith complaint or participating as a witness in an investigation. Any report of retaliation by the one accused of harassment or discrimination, or by co-workers, supervisors, or managers, will also be investigated in accordance with the above.

You should also be aware that the Federal Equal Employment Opportunity Commission (“EEOC”) investigates and processes complaints of prohibited harassment, discrimination and retaliation in employment. Information about the EEOC complaint procedure can be found on their website (www.eeoc.gov). You may also contact the EEOC at 1-800-669-4000 (English).

Disability Accommodation Policy

In compliance with the Americans with Disabilities Act and the Texas Commission on Human Rights Act (“TCHRA”), the Restaurant provides reasonable accommodation to the disabled to the extent required by law. Requests for accommodation should be made in writing to Manager. The Restaurant may require medical certification of both the disability and the need for accommodation. Keep in mind that the Restaurant can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation.

The Restaurant will also reasonably accommodate medical needs related to pregnancy, childbirth or related medical conditions, or temporarily transfer employees to a less strenuous or hazardous position (where one is available) or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated by the Restaurant. Employees must provide written proof from their medical provider describing the reasonable accommodation or transfer requested because of the employee’s pregnancy and proposed duration of the accommodation based on medical advice.

The Restaurant will engage in an interactive process with the employee to identify accommodations, if any, that will help the applicant or employee perform the essential functions of their job. If an identified accommodation is reasonable and will not impose an undue hardship on the Restaurant or a direct threat to the health and/or safety of the employee or other individuals, the

Restaurant may make the accommodation or propose another reasonable accommodation. The Restaurant.

11.0 Standard of Ethics

Honesty and trust are the most important aspects of any successful employment relationship. This Restaurant condemns any conduct, behavior, or activity which is dishonest or not done in good faith.

Any employees who knowingly or intentionally breach this expected standard of ethics, including but not limited to: submitting false statements (written/verbal), material omission of information, or misrepresentation, shall be considered as breaching the standard of ethic and subjected to discipline or termination. If you are aware of co-workers who knowingly commit dishonest acts and fail to report to Manager, you may be subject to the same discipline.

12.0 Dress Code

Dress Code: All black, professional, family-friendly

Required

-  All black shirts and long pants
-  Name tag required (stored in drawer: first two free, \$1 each after)
-  Closed-toe, non-slip shoes
-  Long hair tied up
-  Neat and well-groomed appearance

Not Allowed

-  Crop tops
-  Revealing clothing
-  Open-toe shoes
-  Messy appearance
- Minimal jewelry that doesn't interfere with work

<aside> ✨

Overall clean look - Think middle school dress code rules: family-friendly and professional

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13.0 Criminal Records

After receiving a conditional offer of employment, you will be asked to disclose all prior criminal convictions to the extent permitted by law. Promptly inform the employer if you are convicted of a crime in the course of employment. This Restaurant strives to maintain a high standard of employee candor and trust. Therefore, failure to disclose criminal conviction(s) is subjected to immediate termination.

The Restaurant will not refuse to promote or employ an employee or applicant based on criminal history unless the Restaurant conducts an individualized assessment, considering at least the nature and gravity of the offense(s), the time since the offense and end of sentence, and the nature and duties of the job. If the Restaurant has a good faith belief that the Employee is unsuitable for the job based on the individualized assessment, the Restaurant will provide the Employee with a written notice that the adverse action was based on the Employee's criminal history. The Restaurant also will not retaliate against an Employee for asserting rights under the law.

If you believe you have been retaliated against or that any other violation of this policy has occurred, or if you have questions concerning this policy, please immediately contact Manager.

14.0 Substance Abuse & Drug Test

Pursuant to applicable federal and state laws to maintain a drug-free workplace, employees may be subjected to random urine or blood tests for substance abuse at the expense of the employer. Using illegal drugs in the course of the employment is strictly prohibited and will be subjected to immediate termination. **APPEARING FOR WORK WHILE UNDER THE INFLUENCE OF ALCOHOL OR NARCOTICS WILL BE SUBJECTED TO IMMEDIATE TERMINATION.**

15.0 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986 and the Department of Homeland Security requirements, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing his/her identity and employment eligibility. Existing employees must also satisfy this requirement if documents previously used to substantiate eligibility are no longer valid. Using false identity documentations to obtain employment with this Restaurant will be reported to the law enforcement and immigration officials.

16.0 Employment Status and Payroll

Each new employee receives a starting salary or wage rate will be determined based on a variety of factors including educational background, past employment experience, training or experience in similar industry, and any other considerations the Restaurant deems relevant.

An initial salary/wage review will be held after 90 days probationary period. Thereafter, salary/wage review will be held every 12 months from date of last increase or date of hire, but the

Restaurant reserves the right to make adjustments in compensation at any time with notice to the employee. Decisions about raises or adjustments in compensation, if any, will be made by the Restaurant in its sole and absolute discretion

Paychecks will be issued twice a month for two pay periods: 5th day and 20th day of each month. If a payday falls on a weekend or holiday, employees normally will be paid on the last business day before the weekend or holiday.

The following terms will be used to describe the classification of employees and their employment status:

- **Non-Exempt** – Employees whose positions do not meet FLSA and state exemption tests are not exempt from overtime pay. Non-exempt employees will be required to record all hours worked.
- **Exempt** – ****Employees whose positions meet specific tests established by the Fair Labor Standards Act (“FLSA”) and applicable state law and who are exempt from overtime pay requirements. This may include management employees, commission employees, and outside sales employees.

17.0 Overtime Wage Policies

Overtime premium pay will be paid pursuant to law to non-exempt employees. Compensation for hours over 40 for the workweek will be paid at a rate 1.5 times the employee’s regular rate of pay. However, Employee must receive **prior approval** before commencing overtime work. Failure to obtain Employer’s authorization for overtime work will be subjected to discipline or termination.

If you are an exempt employee, you are not eligible for overtime pay. Soupleaf also reserves the right to issue discipline if employees refused to work on weekend or holiday upon request by the employer and/or clients.

18.0 Time Records

Non-exempt employees are required to record their actual time worked, including at the beginning and ending of their work on a particular day. Employees are also required to record the start and end time of their unpaid meal break on a daily basis. Any written modifications to a timecard must be signed by Manager to be effective. It is every employee's responsibility to examine their and paycheck stub to ensure that they are being properly paid for all work time and that the paycheck is accurate. Additionally, no Manager can permit you to work "off the clock" and no employees are permitted to work "off the clock" at any time. Non-exempt employees must not work any time that is not authorized by their Manager, including any work outside of their normal schedule or away from the worksite without their Manager’s permission. Therefore, non-exempt employees must not start work early, finish work late, work during a meal or rest break, or perform any overtime work unless authorized to do so. This includes work-related phone calls and emails.

If you believe that you are not being properly paid for all of your work, you must immediately contact Manager.

If you are scheduled to come in at 10 a.m., you can only punch your timecard within 5 minutes before or after 10 a.m. Your wages are determined by rounding your punch times to the nearest 15-minute interval, instead of a minute-by-minute calculation. Asking someone else to punch your timecard without employer's approval will be subject to discipline or immediate termination.

Exempt employees are paid on a salary basis, and salaries are intended to compensate exempt employees for all hours that they work for the Restaurant (including but not limited to time worked beyond regular office hours, travel time, etc.). An exempt employee's salary is an amount that is generally not subject to deductions for variations in the quantity or quality of work performed, and an exempt employee will generally receive their full salary for any workweek in which work is performed.

However, under applicable law, an exempt employee's salary can be reduced for reasons including:

- Full day absences for personal reasons, including vacation
- Full day absences for illness, serious health conditions, or disability
- Absences for family care and medical leave (either full or partial day absences)
- To offset amounts received as payment for jury and witness fees or military pay
- The first or last week of employment in the event an employee works less than a full week

As a condition of employment, all employees must sign a Wage Deduction Authorization Form (to be provided separately).

19.0 Meal and Rest Breaks (Non-Exempt Only)

Non-exempt employees should take a 10 min break for every 4 hours of work and a 30-minute meal breaks for every 5 hours of work. During your 30 minutes meal break, you are completely relieved of duty and you may leave the workplace if you so desire. In the event of extreme circumstances that you are prohibited from taking an uninterrupted 30-minute break, you are required to notify the lack of break to supervisor. Inform the employer if work is in conflict of your breaks or simply adjust your time to take the above breaks.

20.0 Reimbursement

Employees are entitled to reimbursement for necessary and reasonable business or work-related costs incurred during the course of employment to the extent required by law, but employees must seek prior approval before incurring any expenses on behalf of the Restaurant and provide supporting documentation or receipts. Failure to seek prior approval or submit supporting documentation may lead to denial of your request for reimbursement to the extent permitted by law. Any necessary or agreed upon mileage reimbursement will be paid based on the current IRS rate for business mileage.

21.0 Employee Benefits

Discretionary Bonus

In addition to your regular salary, certain employees may be eligible for discretionary bonus based on their contribution, performance, business development, and any other factors that the Restaurant wishes to consider. This bonus is entirely discretionary. No bonus or particular bonus amount is guaranteed to any employee. Any bonus is subject to the approval of the Restaurant, which has sole authority to grant, deny, or revise any bonus in its sole discretion.

Vacation

There is no vacation pay for your position

Holidays

The Restaurant may be closed for the following holidays, but we usually are open every day of the year:

NEW YEAR'S DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING DAY and the Friday After Thanksgiving

CHRISTMAS DAY

CHINESE NEW YEARS DAY

There is no holiday pay for your position.

22.0 Leaves of Absence

The Restaurant will grant employees protected leaves of absence to the extent required by the federal, state, and/or local law. Generally, employees on a “protected leave of absence” are entitled to take unpaid time off for up to an amount of time required by law, depending on the purpose for the leave of absence, with certain rights to reinstatement to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law. For example, employees may be eligible for a protected leave of absence for the following purposes:

- Military leave
- Court attendance leave
- Voting and jury service

You may be eligible for other types of leave under the law that are not necessarily addressed in this handbook. If you need time off for any reason, please consult with management to discuss your eligibility.

The Restaurant may also consider requests for leave for other personal reasons for compelling/urgent reasons on a case-by-case basis, but such leave may not be protected or guaranteed. For example, we understand that a temporary illness may prevent you from coming to work. If you must miss work due to an illness or injury, the time you are absent from work will be without pay. Our Restaurant does not have a predetermined specified duration of time in which unpaid medical leave is granted. Rather, our Restaurant will reasonably accommodate your needs to the extent practicable given the needs of our Restaurant. If a medical leave is granted, any extensions will be subject to the same considerations. You are encouraged to return to work as soon as medically possible. However, our Restaurant cannot guarantee your position will be available to you upon your return.

For any leave of absence, leave requests should be in writing to notify the management. Extended leave of absence for vacation or other unpaid leaves more than 1 week requires 30 days written request or as soon as possible if within 60 days of extended leave. Failure to provide the written requests and to work with the employer's schedule is subjected to discipline or termination at the discretion of the employer. This Restaurant strongly prefers at least 1 day notice for all leaves of absence. This Restaurant reserves all rights to request reasonable documentation to support leave of absence requests, grant or refuse leave of absence requests to the extent permitted by law, and subject employees with unapproved leaves to discipline or termination. An absence of three (3) consecutive scheduled workdays without notifying your Manager is job abandonment and is considered a voluntary resignation.

23.0 Sexual Harassment Policy

This Restaurant strictly prohibits sexual harassment of one employee by another employee, supervisor, or employer. Sexual harassment by any employee *toward* any agents, vendor, or clients of this Restaurant is also strictly prohibited by law. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature if: (a) submission to the advance, request, or conduct is made a term or condition of an individual's employment, either explicitly or implicitly; (b) submission to or rejection of the advance, request, or conduct by an individual is used as the basis for a decision affecting the individual's employment; (c) the advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or (d) the advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the type of conduct which could constitute sexual harassment:

1. Unwanted sexual advances
2. Offering employment benefits in exchange for sexual behavior
3. Making or threatening reprisals after a negative response to sexual advances
4. Visual conduct such as leering, sexual gesture, displaying sexually suggestive objects, pictures, cartoons, posters.

5. Derogatory comments, epithets, slurs, and jokes
6. Verbal commentaries of bodies, sexually degrading comments, and obscene materials
7. Physical conduct such as touching, assault, impeding or blocking movements

If you believe that are you a victim, report it immediately to Manager. Manager will keep your information confidential and immediately conduct an investigation to verify the allegations. Appropriate actions will be taken to remedy the injury, if any, to the employee subjected to the harassment. It is the obligation of all employees to cooperate fully in the investigation process. It is pertinent to note that Managers must assist the Restaurant in fulfilling its obligation to take immediate and appropriate corrective action as they may be individually liable for sexual harassment claims. In addition, disciplinary action will be taken against any employees who attempt to discourage or prevent any harassment victim from reporting to Manager.

24.0 Employee Privacy

This Restaurant will respect employee privacy and will keep employee information confidential. However, employees understand that employer may inspect private information left on Restaurant properties, such as cell phone records, computer electronics, and any written documents. Employees do not have privacy rights if employees used Restaurant properties for personal use.

25.0 Wage Garnishment

This Restaurant is legally required to honor certain court orders, liens, and wage attachments. We must deduct from your earnings the specified amount, up to 50%, as ordered by court, if any of these situations occur. If your wages are attached as a result of a garnishment, you will be notified at once. Wage attachments will be deducted until satisfied by a release of the court order. Furthermore, if any employees intentionally try to prevent employer from honoring the court order, such as concealing court order correspondences, employees will be subjected to discipline or termination.

26.0 Employment Discipline

Employees may be disciplined by oral warning, written warning letters, suspension without pay, and termination, at the discretion of the employer.

Warning letters are issued according to the Restaurant policies. Accumulating more than 2 warning letters is deemed as damaging to the material interests of Manager to maintain a professional workplace. Failure to cure your disciplinary issues may prevent you from obtain unemployment insurance benefits if you are discharged.

27.0 Termination of Employment

If you voluntarily resign from the job, we ask you to provide a 14-day advance courtesy notice for the employer to hire your replacement. It is preferable that this notice be written. Under the at-will employment relationship, although you may quit with or without notice, your lack of notice may make you ineligible for reemployment with the Restaurant. At the very least, you should give employer 72 hours before your resignation in order to prepare your last paycheck.

If you are discharged by this Restaurant, you must gather your personal belongings with you and leave the premise afterward. Any personal belongings left behind in the Restaurant will be either mailed to you or boxed for you to pick up. All Restaurant notes, even scratch sheets belong to the Restaurant and you may not take them with you. Return All of the Keys in your possession.

The timing of final payment upon separation depends on whether you voluntarily resign or are dismissed by the Restaurant. If you voluntarily resign, you will be paid by the next regularly scheduled payday. If you are dismissed by the Restaurant, you will be paid by the 6th day after the separation date.

*****Print on separate page*****

Acknowledgement

I hereby acknowledge receipt of the Employee Handbook & Restaurant Policies, have read its provisions, and agree to its contents and the procedure contained therein. I understand that, except for my at-will employment relationship, any and all policies or practices can be changed at any time by the employer, with or without prior notice.

I acknowledge that I am expected to read, understand, and adhere to the policies and other information outlined in this handbook. I understand that my employment with the employer is not for a specified term and is at the mutual consent of myself and the employer, and that any assurance of continued employment, whether written, oral, or by conduct, shall not be interpreted as changing the at-will nature of my employment relationship. Either employer and I may terminate the employment relationship at will, with or without reason, at any time.

I further understand and acknowledge that, as a term and condition of employment with the Soupleaf, I understand that the Handbook provides a complaint procedure for employees who believed that they have been harassed. I will promptly report to Manager if I believe that I am victim of harassment and I agree I will not engage in any form of harassment described or prohibited by the Restaurant's Harassment policy and that I will fully and completely comply with that policy.

My signature below *certifies* that I agree to comply with all policies and procedures outlined in this Handbook.

Date: _____

Employee Name in Print: _____

Employee Signature: _____