# Effective October 2020 Policy and Employee Handbook

Please fill out the following information and return this form immediately to Human Resources at Capital, at the main power Frisco, IL or by email to hr@capitalpower.com

| Today's Date: | Location: | Employee #: |
|---|---|---|
| Employee Name: | | |

Please sign a copy of the receipt of this notarized page of Capital Power Employee Handbook, and send it to the human supervisor. These documents are the property of Capital Power and the contents of the Handbook, Operator of your Power and are not to be shared with any other person. Thank you for your cooperation.

Summary of changes for October 2020 Handbook
2020 Employee Handbook Updates
- Added LGBTQ to our discrimination policy
- Updated Employee Handbook to reflect current Company practices

Employee Handbook is the material that describes the organization and our employee. Company Employee Handbook can vary in a variety of ways in the company, and can be based on a number of enterprise causes. According to Finance and the Industrial Law, Employee Handbook is a document that describes the rights and responsibilities of employees and employers. Employee Handbook is a document that describes the rights and responsibilities of employees and employers. Employee Handbook is a document that describes the rights and responsibilities of employees and employers. Employee Handbook is a document that describes the rights and responsibilities of employees and employers.

## Reservation of Rights to Modify

Capital Power reserves the right to modify the policies, benefits, or other business matters, from time to time, or other company practices. Employee will be notified when changes are made to the policy, and provided a signature page to acknowledge receipt of the revised Employee Handbook.

## Personal Appearance, Behavior Without Prior Notice, Gift

Capital Power reserves the right to change, or management discretion. Such employee is responsible for knowing their company's policies and rules and are expected to adhere to the standards. Employee is responsible for knowing the company's policies and rules and are expected to adhere to the standards. Employee is responsible for knowing the company's policies and rules and are expected to adhere to the standards.

## Employee Rights and Trade Secrets

Capital Power reserves the right to delegate original owners based to all company, training, methods, practices and procedures, business information, and other information, including but not limited to, customer lists, pricing information, sales information, marketing strategies, patent, compilation, program, device, method, technique, or process, business information, independent contractor, salary, employee information, customer

Employee may be eligible for a Performance Bonus, as determined by the Company in its sole discretion, based on Employee's performance and other factors as determined by the Company in its sole discretion. Employee must be employed by the Company at the time of payment of any bonus.

Employee may participate in any bonus or compensation program, if any, as may be established by the Company from time to time, in its sole discretion, and Employee understands and agrees that nothing in this Agreement shall be construed to limit the Company's right to terminate Employee's employment for any reason, with or without cause, and to decline to pay Employee any such bonus or other compensation or benefits which may be in effect or paid to employees of the Company or its affiliates in the future while Employee is employed by the Company or its affiliates, or at any time after the termination of Employee's employment for any reason, including, without limitation, termination by the Company for cause, or by Employee for any reason, or by reason of Employee's death or disability. Further, Employee understands and agrees that any such bonus or other compensation or benefits which may be in effect or paid to employees of the Company or its affiliates in the future may be modified at the Company's sole discretion from time to time without any prior notice to Employee.

**2. Anniversary Date**

Each anniversary of Employee's employment hereunder shall be the "Anniversary Date" for purposes of this Agreement.

**3. Expenses.**

Subject to the Company's prior approval of, and upon presentation of such reasonable documentation as the Company may require with respect to, all travel, lodging, and other expenses incurred by Employee in connection with the performance of his duties hereunder, the Company will reimburse Employee for such expenses in accordance with the Company's then-prevailing policies and procedures.

**4. Vacation.**

Employee shall be entitled to paid vacation in accordance with the Company's then-prevailing policies and procedures, but in no event less than twenty (20) days per calendar year, in addition to all paid holidays generally observed by the Company. Vacation may be taken at such time and in such manner as shall not materially interfere with the business of the Company. Unused vacation shall be governed by the Company's then-prevailing policies and procedures.

**5. Confidentiality.**

Employee shall not, at any time during the term of this Agreement or thereafter, disclose to any person or use for the benefit of Employee or any person other than the Company, any confidential information of the Company, except as required in the performance of Employee's duties hereunder or as required by law. For purposes of this Section, "confidential information of the Company" shall mean any information of the Company that is not generally known to the public, including, without limitation, information about the Company's business plans, suppliers, customers, employees, and business affairs. Employee shall return to the Company all documents and other tangible manifestations of confidential information of the Company in his possession or control upon the termination of his employment with the Company.

**6. Ownership of Ideas, Copyrights, Patents and Technology.**

Employee shall promptly disclose to the Company, and hereby assigns to the Company, Employee's entire right, title and interest in and to any ideas, copyrights, patents, technology, trade secrets, or other intellectual property rights (collectively, "Ideas") which Employee may conceive, develop, or reduce to practice during the term of this Agreement (whether during business hours or otherwise and whether at the Company's facilities or otherwise) which (i) relate to the Company's business, or any customer or client of the Company, or (ii) result from any work performed by Employee for the Company. Employee will further assist the Company, or its designee, at the Company's expense, in the preparation of any patent, copyright, or other proprietary rights application with respect to any such Ideas and will execute such documents and do such other acts as may be reasonably requested by the Company in order to perfect its rights in such Ideas.

**7. Non-Competition and Non-Solicitation.**

Employee acknowledges that the services to be rendered by him are of a special and unique character, that he has special knowledge and skill, and that his services are of substantial value to the Company. Employee acknowledges that the Company's business is conducted throughout the United States and that the Company's business would be adversely affected if Employee should engage in any business competitive with the Company's business during the term of his employment with the Company. Accordingly, Employee agrees that, during the term of his employment with the Company, Employee will not, directly or indirectly, engage in any business which competes with the Company's business, or which would be deemed to be a business competitive with the Company's business, in any state in which the Company shall then be doing business or in any state in which the Company shall then be preparing to do business, as the Company's business shall be constituted at the time of such termination of Employee's employment with the Company. Employee further agrees that, during the term of his employment with the Company and for a period of one (1) year thereafter, Employee will not, directly or indirectly, solicit any employee of the Company to leave the employ of the Company or any such affiliate for any business or position competitive with the Company or such affiliate, or solicit any customer or client of the Company or such affiliate to do business with any such competitive business.

**8. Termination.**

Employee's employment hereunder may be terminated by the Company or Employee at any time for any reason, with or without cause, upon ten (10) days written notice to the other party. Upon termination of Employee's employment hereunder, Employee shall be entitled to receive his compensation through the date of such termination, plus any bonus earned but not yet paid as of the date of such termination, and Employee shall be entitled to receive any other compensation or benefits which may be in effect or paid to employees of the Company or its affiliates at the time of such termination, in accordance with the terms and conditions of such other compensation or benefit programs, but shall not be entitled to receive any other compensation or benefits which may be in effect or paid to employees of the Company or its affiliates after such termination.

**9. Miscellaneous.**

(a) This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles.

(b) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Dallas, Texas, unless the parties agree to a different location.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended, or any rights hereunder waived, except by an instrument in writing signed by the party to be charged with such modification, amendment or waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party.

(d) If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions of this Agreement shall be construed to remain fully valid, enforceable and binding on the parties.

(e) The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

(f) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by first class mail, postage prepaid, addressed to the parties at the addresses set forth on the first page of this Agreement, or such other addresses as may be furnished hereafter by notice in accordance with this paragraph.

(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties have duly affixed their signatures on the day and year first above written.

**By signing below, I acknowledge I have been provided the policy manual and understand its provisions. I understand that the Company may modify the policies, benefits, and other terms of employment from time to time. I agree to abide by the rules and policies as my employment with the Company and for a period of time after terminating if I sign a Non-Compete Agreement.**

_____ (SEAL) Date

**APPENDIX A: Substantial Term Agreement**

This Term Agreement is entered into on the 1/12/2022, (hereafter the Effective Date), by and between Solarbrain, Inc. (the "Company") and Employee (the "Employee") (collectively the "Parties") in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

In addition to all the terms and conditions of employment detailed in the Standard Term Policy and Employee Handbook (collectively, the "Standard Terms"), Employee agrees to be bound by the following additional terms and conditions of employment ("Substantial Terms") which shall control in the event of any conflict between the Standard Terms and the Substantial Terms.

**1. RESTRICTIVE COVENANTS - NON-COMPETE AGREEMENT**

For the purpose of of covering Employee's unique, special and extraordinary services, Employee, for valid and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees that during the term of his employment with the Company within a five (5) mile radius of the Company address location, as applicable, (which may seem less than reasonable):

(i) For the purpose of not having Employee disclose Company trade secrets to competitors, Employee agrees to refrain from his own benefit for the benefit of any third party, solicit or encourage any Company employee to become employed by any other entity, or disclose any Company trade secrets.

2. Remedies

The Employee acknowledges the promises contained in this Agreement are reasonable and necessary to protect the legitimate business interests of the Company and that the Company would not have entered into this Agreement but for the Employee's full and complete compliance with the Employee's obligations under this Agreement. Employee acknowledges that a breach of his obligations under this Agreement will cause irreparable damage to the Company and that the Company is entitled to injunctive relief and other equitable relief, without any requirement to post a bond or other security, in addition to any other remedies which the Company may have for such breach or threatened breach.

3. Arbitration. Representations

The Employee represents and affirms the Employee is not under any obligations, contractual or otherwise, that conflict with or prevent the full performance of his duties to the Company or the performance of the Employee Parties of any obligations, contractual or otherwise, that are in conflict with or prevent the performance of this Agreement.

4. Miscellaneous Provisions

(a) Waiver of Breach. Failure by any party of a breach of any provision of this agreement will neither operate nor be construed as a waiver of any subsequent breach.

(b) Entire Agreement. This agreement replaces and merges all previous agreements and discussions related to any matters covered by this agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No oral statements or prior written material not specifically incorporated in this agreement shall be binding on the parties. This agreement may only be modified or waived by a writ

(c) Severability. If any provision of this agreement is found to be void or unenforceable, all other provisions of this agreement shall remain in full force and effect. If any provision of this agreement is found to be void or unenforceable, the parties shall use their best efforts to negotiate in good faith a new provision that is not void or unenforceable, but that shall have the same effect as the void or unenforceable provision. Any provision that is found to be void or unenforceable shall be construed as if it never existed.

(d) Governing Law. This agreement shall be governed and rights and obligations of the parties hereunder, shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Any controversy or claim arising out of or relating to this agreement or the breach of this agreement shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

(e) Employee's Understanding. Employee hereby represents that he has read and understands the provisions of this agreement and that he has been given a reasonable time to review and consider such provisions before signing this agreement.

(f) Attorney's Fees. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred in enforcing this agreement, whether by litigation, arbitration or other proceeding.

(g) Notices. Any notices required or permitted to be given under this agreement shall be sufficient if in writing, and if sent by the Employee's employer, or by the Employee, to the other party's principal place of business.

The Employee and Employee, intending to be bound by the foregoing, sequent the Document on this Effective Date.

**IN CONSIDERATION OF THE TERM AGREEMENT AND AGREEMENT THEREIN, I AGREE I REVIEWED AND ACCEPTED:**

_____ (SEAL) Date

"Good Cause" is a BFOQ and you misrepresent the legislature for the Hot Industries ... (Did refer to the for-service-based Company?)

Confidential and Inventor Policy and Employee Handbook Effective October 2019