BRINKER
POLICIES & PROCEDURES
MANUAL
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This Manual is considered Brinker property. Please keep it in a safe place for your future reference.
INTRODUCTION

Congratulations! The fact that you’re reading the Brinker Policies & Procedures Manual (“Manual”) means you are now part of Brinker International, Inc. and its subsidiaries (“the Company”), one of the most innovative, exciting and quality-based service corporations in the world. This Manual provides you with important information about your employment with Brinker International Payroll Company, L.P. (“Brinker”), and is a companion piece to your Brinker Team Member Handbook. This Manual adds detail to some of the information presented in the Handbook and during your Orientation, but contains its own important information as well.

Every effort has been made to make this Manual a helpful reference for general policies, procedures and benefit information. However, as you can understand, no one document can contain everything relating to your job, your individual qualification for benefits, changes at the Company or updating of policies and procedures. You are always encouraged to ask your Manager specific questions.

Some of the information sounds like it was written by lawyers. It was! We’ve tried to keep that dry stuff to a minimum.
KEY POINTS ABOUT THIS MANUAL

LEGAL STUFF

This Manual contains only general information and guidelines for Team Members of Brinker International Payroll Company, L.P (“Brinker”). It is not intended to be comprehensive or to address all of the possible applications of, or exceptions to, the general policies, procedures and benefits described. If you have any questions regarding the application of a policy or procedure, please contact your manager, supervisor or the PeopleWorks Department for clarification.

Neither this Manual nor any other company document confers any contractual right, either expressed or implied, to remain in Brinker’s employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time period, and may be terminated “at will,” with or without cause and without prior notice (see Employment at Will Policy). Similarly, you may resign for any reason at any time. No supervisor or other representative of Brinker (except the Chief Executive Officer) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued. We will try to inform you of any changes as they occur.

CONFIDENTIALITY

The information in this Manual is confidential and proprietary to Brinker. No portion of this Handbook should be disclosed to anyone outside of Brinker. It should be shared only with Brinker Team Members and others affiliated with Brinker whose knowledge of the information is required in the normal course of business, or if required by law.

OTHER DOCUMENTS

Some of the subjects described within this Manual are covered in detail in other official policy or benefit documents. You should refer to those documents for more specific information. Please note that the terms of benefit plan documents are controlling. (This means they are the official word.)

Note that some policies require action on your part. When you see this symbol, be sure to follow up as stated in the Manual.
Chapter 1
NUTS AND BOLTS OF YOUR BENEFITS

1.1 HOURLY TEAM MEMBER BENEFITS

Brinker International Payroll Company, L.P. ("Brinker") has established a variety of Team Member benefit programs to assist you and your eligible dependents. This section of the Team Member Handbook provides the highlights of the benefits for hourly Team Members. It is not intended to provide a complete description of any of the plans. Brinker reserves the right to administer and interpret the benefit plans described below, and to change, amend or terminate any benefit plans without notice to the Team Member. For more information, please read the current Benefits Enrollment Guide or visit our website at www.BrinkerBenefitsU.com. You may also contact the Brinker Benefits Service Center at 1-800-334-4783 or at benefits@brinker.com.

BENEFITS FOR HOURLY TEAM MEMBERS WITH LESS THAN 1 YEAR OF SERVICE OR WHO ARE WORKING LESS THAN 30 HOURS PER WEEK

Newly hired hourly Team Members or hourly Team Members who are working less than 30 hours per week are eligible to participate in the following benefits. These benefits have no minimum hours requirement for participation.

- UnitedHealth Basics ValuePlan and UnitedHealth Basics SelectPlan
- UnitedHealth Basics Dental Plan
- United Health Short-Term Disability
- United Health Basics Supplemental Life Insurance
- Team Member Assistance Program 1-800-424-6615 (eligible to all Team Members without enrollment)

Information about the specific coverage levels and costs are included in the enrollment guide. An enrollment guide should be provided to you at the time you start working for the company. You will have 31 days from your start date to enroll in benefits. The benefits you choose are effective through the end of the calendar year (December 31). You can drop your medical, dental, life insurance, and disability benefits at any time during the year for any reason. If you opt out of a plan during the year, you can re-enroll one time during the plan year*, or at the next Open Enrollment. In addition, you may re-enroll earlier if you have a Qualified Family Status Change. To change your coverage, call the Part Time Enrollment Center at 1-866-831-0845 within 60 days of the family status change. You will have an additional opportunity to make changes to your benefits during the annual Open Enrollment period.

*You can enroll in life and disability coverage as a new hire and during annual Open Enrollment

Please contact the Benefits Service Center with any questions you may have regarding these benefit options.
BENEFITS FOR HOURLY TEAM MEMBERS WITH MORE THAN 1 YEAR OF SERVICE AND WHO ARE WORKING 30 HOURS PER WEEK OR MORE
Once you have reached your one-year anniversary with Brinker, you may become eligible for additional benefits. The following benefits are available to any hourly Team Member who has achieved one year of service and who is working 30 hours per week or more.

- Medical - Blue Cross Blue Shield EPO, Blue Cross Blue Shield PPO (Basic and Plus), and Kaiser HMO
- Dental - MetLife Basic and Plus
- Vision – EyeMed Basic and Plus
- Short -Term Disability - United Healthcare
- Basic and Supplemental Life Insurance – MetLife
- Supplemental Accidental Death & Dismemberment – MetLife
- Health Care & Dependent Care Flexible Spending Accounts – Conexis
- Legal Plan - Hyatt Legal
- Long-Term Care – Prudential
- Team Members Assistance Program 1-800-424-6615 (eligible to all Team Members without enrollment)

Information about the specific coverage levels and costs are included in the enrollment guide. You may obtain an enrollment guide by contacting the Benefits Service Center. You will have 31 days from your anniversary date to enroll in these benefits. Your benefit elections may not be changed during the year unless you experience a Qualified Family Status Change. To change your coverage, contact the Benefits Service Center within 31 days of the family status change. You will have an additional opportunity to make changes to your benefits during the annual Open Enrollment period.

Please contact the Benefits Service Center at 1-800-334-4783 with any questions you may have regarding these benefit options.

[Revised 5/2008]

1.2 PERSONNEL RECORDS

To keep necessary Brinker records up to date, it is extremely important that you notify your Manager of any changes in:

- Name and/or marital status
- Address and/or telephone number
- Number of eligible dependents
- W-4 deductions
- Person to contact in case of emergency

Coverage or benefits that you and your family may receive under Brinker’s benefits package could be negatively
affected if the information in your personnel file is incorrect.

You have the right to review your personnel file during normal business hours in the presence of a manager. Please notify your Manager if you wish to review your file.

All personnel files are confidential. Access to a Team Member’s file will be limited to individuals in the Team Member’s direct line of supervision, to any supervisor responsible for a position for which the Team Member is applying and to others on a need to know basis only (such as PeopleWorks).

All personnel records are considered company property. Brinker is under no obligation to send copies of any document in your personnel file to you upon termination of employment, except where required by state law.

[Revised 5/2008]

1.3 SHOWING YOU THE MONEY – GETTING PAID

Payday is every two weeks, unless otherwise specified by state law. Our workweek begins Thursday morning and ends Wednesday night. The Payroll Department calculates your earnings and withholds taxes as required by federal, state and local laws. You are responsible for ensuring your pay check is correct each pay day which includes deductions and taxes. If you have questions or concerns, contact your Payroll Specialist at 972-770-9094.

Three ways to get paid – Direct Deposit, Pay Card or Paper Check

In order to get your pay check the way you want, fill out the Payment Method Request Form in your new hire packet or pick up a form from your Manager. The benefits of being paid electronically (direct deposit or Pay Card) are:

- **Saves time** – easy access to pay by 9:00 am on payday with no waiting in lines to cash a pay check
- **Improved security** – you no longer have to walk around with large amounts of cash
- **Reduced check-cashing cost** – some people pay up to 15% of the check’s face value to cash checks at check cashing stores

If you are paid by check, paychecks are delivered to your restaurant on the scheduled payday. If you are paid electronically, your funds will be deposited directly into your Pay Card or bank account, and your pay stub will be delivered to your restaurant on payday.

If you lose your paper check, let your Manager know and they will coordinate with the Payroll Department. Where the Team Member was at fault, a processing fee of up to $20.00 will be deducted on reprinted paper checks, except in states where prohibited by law.

If you want to change the way you get paid, fill out a new Payment Method Request form. This form can be obtained through your Manager. If you are paid by direct deposit and the funds are not available in your account, contact your Bank ACH Department for assistance. If your Bank cannot assist you, please contact your Payroll Specialist at 972-770-9094.
Garnishments
If you have unpaid debt (child support, student loans, tax levies), your wages can be garnished where allowed by State Laws. This is not optional. The amount will be deducted from your wages and paid on your behalf. Please contact 1-866-324-5191 for assistance with garnishment orders.

W2 Tax Statements
You can receive your W2 electronically each year by enrolling at W2.Brinker.com. The electronic version is available at least 2 weeks earlier than paper copies distributed to restaurants.

[Revised 5/2008]

1.4 TIME RECORDS

Please remember that time records are Brinker records, and care must be exercised in recording your hours worked, overtime hours and absences. If you believe your time records are not recorded accurately, you must notify a manager immediately so the time can be accurately recorded for payroll purposes. See Time Card Policy.

[Revised 1/2006]

1.5 OVERTIME

Unless otherwise regulated by state law, Brinker Team Members are entitled to overtime pay, calculated at one and one-half times the regular rate of pay, for any hours worked in excess of 40 in one workweek.

If a Team Member performs two jobs at two different rates of pay, overtime will be calculated at one and one-half times the regular rate of pay, based on the regular rate of pay for the job being performed when overtime is incurred. Failure to receive manager’s approval prior to working overtime may result in disciplinary action.

1.6 VACATION BENEFITS AND POLICIES

QUALIFICATION FOR VACATION
You are qualified for vacation once you pass your 1-year anniversary and have worked a total of 1,560 regular hours. Overtime hours count toward the career total hours. To qualify for vacation you must consistently work an average of 30 hours per week during the previous 6-month period.

AMOUNT OF VACATION
The vacation amount increases the longer you work. You can accumulate a maximum of 120 vacation hours. Since you can’t “store up” vacation time beyond the maximum allowed, you are encouraged to take vacation in order to continue to
earn more.

Once you have passed your 1-year anniversary and have worked a total of 1,560 regular hours, you may receive 30 vacation hours. After that, vacation is calculated based on the chart below:

<table>
<thead>
<tr>
<th>TOTAL CAREER REGULAR HOURS WORKED</th>
<th>VACATION GUIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,560 – 2,079</td>
<td>1 hour for every 52 regular hours worked</td>
</tr>
<tr>
<td>2,080 – 10,399</td>
<td>1 hour for every 26 regular hours worked</td>
</tr>
<tr>
<td>10,400 – 20,799</td>
<td>1 hour for every 18 regular hours worked</td>
</tr>
<tr>
<td>20,800 and up</td>
<td>1 hour for every 13 regular hours worked</td>
</tr>
</tbody>
</table>

Your General Manager of the restaurant can verify current vacation hours on request.

**DETERMINING VACATION PAY RATE**
When you take vacation, your vacation pay rate is your average rate over the past 6 months, unless otherwise specified by state law. If you are a tipped employee, your declared tips are also used in this calculation.

**TAKING AND GETTING PAID FOR YOUR VACATION**
Your General Manager of the restaurant must approve your vacation time request. To get your vacation time approved, you must give your General Manager at least 4 weeks advance written notice of an intended vacation. While we make every effort to honor your requests, vacation will be approved by your General Manager based on the needs of the business. The General Manager or Manager of the restaurant will record the vacation and it will be included on your regular paycheck.

Use it or lose it. If your employment with Brinker International Payroll Company L.P. ("Brinker") is terminated for any reason, either voluntary or involuntary, you forfeit all vacation hours unless prohibited by state law. If Brinker re-hires you, the vacation calculation will start over based on the vacation policy above, unless you are rehired within 30 days.

The chart below will give you an idea of when you can expect to reach the different career regular hour levels.

<table>
<thead>
<tr>
<th>CAREER HOURS</th>
<th>30 HOURS PER WEEK</th>
<th>35 HOURS PER WEEK</th>
<th>40 HOURS PER WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,560</td>
<td>1 Year</td>
<td>10 Months</td>
<td>9 Months</td>
</tr>
<tr>
<td>2,080</td>
<td>1 Year, 4 Months</td>
<td>1 Year, 2 Months</td>
<td>1 Year</td>
</tr>
<tr>
<td>10,400</td>
<td>7 Years, 8 Months</td>
<td>6 Years, 9 Months</td>
<td>5 Years</td>
</tr>
<tr>
<td>20,800</td>
<td>13 Years, 4 Months</td>
<td>11 Years, 5 Months</td>
<td>10 Years</td>
</tr>
</tbody>
</table>
Remember, at the 1,560 hours worked level, you must be employed for 1 year before being eligible to take any vacation. Your times will vary depending on how many hours you work in a week.

[Revised 1/2005]

1.7 LEAVE OF ABSENCE POLICY

OVERVIEW
Brinker International Payroll Company, L.P. ("Brinker") maintains several leave policies to allow you to take care of your personal or family needs. Brinker complies with all federal and state laws.

Team Members are eligible to take the following types of leave, upon approval of your manager and the Benefits Department:

- Bereavement Leave – Unpaid Leave
- Family and Medical Leave (FMLA) – Unpaid Leave
- Ill Family Leave – Unpaid Leave
- Team Member Military Leave (active/reserve duty) – Unpaid Leave
- Military Family Leave Under FMLA – Unpaid Leave
- Personal Leave of Absence – Unpaid Leave
- Work-related Injury or Illness – Paid Leave, upon approval by Risk Management

All leaves, with the exception of Team Member military leaves, personal leaves and bereavement leaves, run concurrently with leave under the Family and Medical Leave Act of 1993 (FMLA) if the requested leave also qualifies as FMLA leave and running the leaves concurrently is not prohibited by state law. FMLA is discussed in the next section.

You are not entitled to take leave from Brinker if you are receiving pay from another employer, excluding bereavement leave. Vacation days are not accrued during a leave of absence. Prior to taking a leave of absence, the following things should occur:

- You should notify your manager as soon as you know that you will be requesting time off. Personal leaves are discretionary and require the approval of your manager. Medical leaves are generally approved by the Benefits Department with certification from a physician that you are medically restricted from working.

- You are required to complete an online request for Leave of Absence through Brinker’s intranet (http://intranet/forms/hr00045.asp) 7 calendar days prior to your leave start date (if possible), or 30 calendar days prior to your leave start date (if possible) in the event of an FMLA (Family and Medical Leave Act) leave. Failure to do so may jeopardize approval for your leave. If you do not have access to a computer, you may request a leave by calling the Brinker Benefits Service Center at 1-800-334-4783. Phone requests must be made within the same time periods as provided above.
• All Leave of Absence documentation (such as doctor’s notes and statements) must be submitted to the Brinker Benefits Department (Attention: LOA) in the time frame that is specified within the employer’s acknowledgement letter.

• If you are unable to return to work after exhausting your Family and Medical Leave and/or Personal Leave of Absence, your employment will be terminated, and you will be offered continuation of health care benefits through COBRA if you were enrolled at the time of termination.

[Revised 1/2009]

FAMILY AND MEDICAL LEAVE ACT (FMLA)
Under the Family and Medical Leave Act (FMLA), after you have been employed with Brinker for at least one year and have worked at least 1,250 hours during the 12 months immediately preceding the leave, you may take up to 12 weeks of unpaid, job-protected leave during a 12-month period. Family and medical leave can be taken for any of the following reasons:

• The birth of your child, incapacity due to pregnancy, or prenatal care;
• To care for your child after birth, or placement for adoption or foster care within the first year after the birth or placement;
• To care for your spouse, child or parent who has a serious health condition;
• For a serious health condition that makes you unable to perform your job.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:

• Any period of incapacity or treatment that involves an overnight stay in a hospital, hospice or residential medical facility.
• Any period of incapacity that requires 4 or more days absence from work or other regular daily activity and involves continuing treatment or supervision by a health care provider.
• Continuing treatment or supervision by a health care provider for prenatal care or for a chronic or long-term health condition that, if not treated, will likely result in a period of incapacity of 4 or more days.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of 4 or more consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy or incapacity due to a chronic condition.

Team Members are entitled to up to 12 weeks of family and medical leave at any time during a 12-month rolling period. Brinker uses a "12-month rolling period" to calculate the length of time available for leave. When a Team Member takes a leave, Brinker looks back 12 months from the date a Team Member requests the leave to begin. Any leave time taken in that 12-month period is subtracted from 12 weeks and the remaining amount is what a Team Member is eligible to take. This leave may be taken all at one time or under some circumstances intermittently or on
Intermittent FMLA leave or reduced schedule leave are available only when medically necessary to care for a seriously ill immediate family member or because you are seriously ill and unable to work. When such leave is needed to care for an immediate family member or your own illness, and is for planned treatment, you must make a reasonable effort to schedule the treatment so as not to unduly disrupt Brinker’s operation. In such cases, Brinker may transfer you temporarily to an alternative job with equivalent pay and a benefit that accommodates recurring periods of leave better than your regular job.

Spouses who are both employed by Brinker are jointly entitled to a combined total of 12 weeks of FMLA leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

You must provide both your supervisor and the Benefits Department with at least 30 calendar days advance notice for a planned leave such as the expected birth or placement of a child or planned medical leave. You must notify your supervisor of the reason and time needed away. In addition, you must submit a leave of absence request through Brinker’s intranet (http://intranet/forms/hr00045.asp) or by calling the Benefits Service Center at 1-800-334-4783, complete the necessary paperwork and provide the Benefits Department with any required documentation. The Benefits Department will provide you with the necessary paperwork when you contact them about your leave.

In an emergency situation, you should notify both your supervisor and the Benefits Department as soon as possible but no later than 2 business days of becoming aware of the need for leave. You are still required to complete all necessary paperwork and provide the Benefits Department with any required documentation.

You must provide Brinker with sufficient information for Brinker to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, your family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for Military Family Leave (see below). Simply calling in sick generally does not satisfy this requirement. You also must inform Brinker if the requested leave is for a reason for which FMLA leave was previously taken or certified. Failure to provide sufficient information may result in delay or denial of leave under the FMLA.

Brinker requires medical certification to support a request for leave because of your serious health condition or a serious health condition of your spouse, child or parent (or other family members if leave related to the family member is covered by state leave of absence laws). You must provide the Benefits Department with appropriate medical or other documentation to certify the requested leave within 15 calendar days. The medical certification must be completed by a health care provider and must provide the date on which the health condition commenced, the probable duration of the health condition, appropriate medical facts regarding the condition, and any other relevant information requested on the medical certification form included with Brinker’s notice of eligibility letter. If you have a serious health condition, the medical certification must also state that you cannot perform the functions of your job and your anticipated return-to-work date. If you request leave to care for a spouse, child or parent (or other family member if leave related to family member is covered by state leave of absence laws), the
certification must so state, along with an estimate of the amount of time you will be needed. Brinker may require periodic recertifications supporting the leave. Brinker may also require a second or third opinion (at Brinker’s expense) and a fitness-for-duty report to return to work addressing your ability to perform the essential functions of your position if you take FMLA leave for your own serious health condition.

Covered employers, like Brinker, must inform team members requesting leave whether they are eligible under the FMLA. If team members are eligible, the notice must specify any additional information required as well as the team members’ rights and responsibilities. If they are not eligible, Brinker must provide a reason for the ineligibility. Brinker must inform team members if leave will be designated as FMLA-protected and the amount of leave counted against the team member's leave entitlement. If Brinker determines that the leave is not FMLA-protected, the employer must notify the employee.

Upon return from FMLA leave, in most cases you will be restored to your original or equivalent position with equivalent pay, benefits and other employment terms. A determination as to whether a position is an “equivalent position” will be made by Brinker. Reinstatement is not a guarantee for combined medical and family-related leave exceeding 12 weeks in any 12-month period or for any other type of leave unless otherwise required by state law.

You may elect to take paid leave under one of Brinker’s paid leave policies at the same time you are taking unpaid leave under the FMLA. In order to use paid leave for FMLA leave, you must comply with Brinker’s normal paid leave policies. Your paid leave and your FMLA leave will run concurrently.

Group benefits will continue as long as you continue to make the required premium payments. If payments are not received within 30 days, benefits will be terminated. Health benefits may then be reinstated under COBRA. You also have the option to discontinue your group benefits within 31 calendar days of the effective date of your leave. Be sure to contact Benefit Services Center for payment information or to cancel your coverage at 1-800-334-4783.

The FMLA makes it unlawful for any employer to: 1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Some states provide for leaves similar to the FMLA. Brinker complies with all state laws as well. The Benefits Department will determine eligibility and all other terms and conditions of leaves under the FMLA and similar state laws. Where state law provides for more generous benefits than the FMLA, the state law will control. If you have questions about your leave rights under the laws of your state, please contact the Benefits Department.

[Revised 1/2009]
Military Family Leave Under the FMLA

In addition to your rights under the FMLA described above, the FMLA entitles eligible Team Members to take leave related to a family member’s service in the Armed Forces. This Policy supplements Brinker’s FMLA policy above. Except as mentioned below, a Team Member’s rights to Military Family Leave are governed by Brinker’s existing FMLA policy. Team Members may be entitled to Military Family Leave under the FMLA in the two following situations:

1. **Caregiver Leave**: An eligible Team Member—who is the spouse, son, daughter, parent or next of kin (meaning nearest blood relative) of a covered service member—is entitled to take a total of 26 workweeks of unpaid leave during a single 12-month period, which is counted from the first day Caregiver Leave is taken, to care for the covered Service Member. A “covered Service Member” is defined as a current member of the Armed Forces, including a current member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty provided that such injury or illness may render the Service Member medically unfit to perform the duties of the member’s office, grade, rank or rating. Caregiver leave, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period but may be taken intermittently. Brinker requires medical certification to support Caregiver Leave.

2. **“Qualifying Exigency” Leave**: Eligible Team Members with a spouse, child, or parent on active duty in the National Guard or Reserves or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings. Brinker requires certification of the need for Qualifying Exigency Leave. Qualifying Exigency Leave is calculated on a 12-month rolling period and may be taken intermittently.

A growing number of states provide leave for family members of Service Members. The entitlements of such leave vary from state to state. Brinker’s policy is to comply with such state laws in circumstances where they apply to our Team Members. If you have questions about Military Family Leave laws, please contact the Benefits Service Center at 1-800-334-4783.

[Revised 1/2009]

TEAM MEMBER MILITARY LEAVE

If you need to take leave from work to serve in the Uniformed Services, you must notify your Manager as far in advance as is reasonable under the circumstances. However, no notice is required where giving notice is prevented by military necessity or otherwise impossible or unreasonable under the circumstances. Although notice need not be in writing, Brinker encourages you to put requests for military leave in writing so that there are no inadvertent miscommunications between you and Brinker regarding your leave. A military leave request should be submitted through Brinker’s intranet: http://intranet/forms/hr00045.asp. In accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), and any other applicable state or federal law, military
leave will be granted for qualified service in the Uniformed Services, which may include the service a Team Member performs while on active duty, reserve duty, or training exercises. Copies of military orders should be provided to the Benefits Service Center with the time frame given in the employer’s acknowledgement letter.

If you take time off work to serve in the Uniformed Services, you may elect to use your accrued but unused vacation, but you need not do so. The choice of whether to use vacation during such leave rests entirely with you.

If the military leave is for reserve summer training camp, annual encampment or routine training in the armed services – which most typically includes service in the Reserves or National Guard – then all benefits and length of service continue on an uninterrupted basis. You are responsible for continuing to pay any normal insurance premium contributions, and you are entitled to holiday pay for any company-designated holiday occurring during the absence.

If the military leave is for an extended period of service, you will be treated as if you are on furlough or leave of absence, although you will be removed from the payroll. In this status, you will be given any non-seniority rights and benefits that are required by USERRA. Additionally, you are eligible to continue health insurance benefits under COBRA for you and your dependents. Be sure to contact the Benefits Service Center at 1-800-334-4783 for more information.

Generally, Team Members have certain rights to re-employment following a leave for qualified service in the Uniformed Services. Team Members returning from military service must make a timely request for re-employment in order to qualify for reinstatement or re-employment. Re-employment of a Team Member on military leave will be in accordance with the federal USERRA law or applicable state law. Team Members who are rehired or reinstated following qualified service in the Uniformed Services are rehired without loss of length-of-service credits. Additionally, upon being rehired, such Team Members benefits and pay will be computed based on uninterrupted length of service when required by USERRA.

Because USERRA is detailed, comprehensive, and complex, you should contact the Benefits Department for additional information regarding your rights and responsibilities under USERRA.

[Revised 3/2008]

BEREAVEMENT LEAVE
Brinker recognizes that a time of bereavement is a very difficult one for you and your family. In that regard, every effort will be made to ensure that you are able to attend to family matters.

Although bereavement leave is unpaid, the duration of your bereavement leave should be discussed with and approved by your manager and may be influenced by such factors as the distance to be traveled and responsibility for arrangements. Immediate family, for purpose of this policy, is defined as your mother, father, step-parents, grandparents, spouse, children, step-children, sister, brother, uncle or aunt; spouse's parents, grandparents, brother or sister; and any relative living with you in the same household.
PERSONAL LEAVE OF ABSENCE
A Personal Leave of Absence is available to Brinker Team Members in the event that you need time off for personal reasons not covered in the leave policies already described in this Handbook. Unpaid leave may be granted for causes such as family emergencies, unusual hardships and other special situations. This policy does not include Medical Leave, which is covered under the Family and Medical Leave Act.

A Personal Leave of Absence may be granted at the discretion of your Manager with the following conditions:

- Personal leave allows an employee up to 2 leaves for a total of 120 calendar days during a 12-month period. The leave must be for a minimum of 7 calendar days.
- A Request for Leave of Absence form must be completed online through Brinker’s intranet: http://intranet/forms/hr00045.asp. If you do not have access to a computer, you may request a leave by calling the Brinker Benefits Service Center at 1-800-334-4783.
- Brinker does not guarantee re-employment following a Personal Leave of Absence, but every effort will be made to return you to your former job or one of similar status and pay.
- Vacation days are not accrued during a Personal Leave of Absence.
- If you fail to report to work at the end of a Personal Leave of Absence, accept other employment or file for unemployment insurance, Brinker will consider your action as a voluntary resignation.
- Approval of a Personal Leave of Absence will take into account the reason for the request and operating needs of Brinker.
- If the request for a Personal Leave of Absence is denied, a response will be given to you specifying the reason.

[Revised 3/2008]

LEAVES RELATED TO A WORK INJURY OR ILLNESS
Brinker is concerned about the safety and well being of its Team Members (see Work-Related Injury Policy). If you suffer a work-related injury or illness, you must report it to your Manager as soon as the injury or illness occurs, who will in turn notify Brinker Risk Management by utilizing our current reporting procedures. This allows Brinker to evaluate the applicability of benefits under your State’s statutes (Texas Team Members are covered under the All About a Safer U injury benefit plan) as well as to investigate and protect other Team Members from injury or illness.

If the work-related condition is not promptly reported, you may jeopardize any work-related injury benefits to which you may be entitled. In addition, failure to promptly report a work-related injury may result in disciplinary action, up to and including termination. You should also contact the Benefit Service Center to request a leave of absence and to coordinate payment of your insurance premiums while on leave, due to a work related injury, to avoid interruption in your benefits coverage.

Brinker will not retaliate or tolerate retaliation against any Team Member who files a work-related injury claim. Team Members who engage in retaliation are subject to disciplinary action, up to and including termination.

The federal Occupational Safety and Health Act (OSHA) law requires that Brinker keep records of all work-related injuries and illnesses. State workers’ compensation laws may also require Brinker to report work-related conditions.
1.8 HOURLY TEAM MEMBER JURY DUTY POLICY

Brinker supports Team Members’ civic and legal obligations to serve when called to jury duty.

Team Members who are summoned for jury duty must submit a copy of the summons to his/her supervisor within three days of receiving the notice. Brinker will work with a Team Member’s schedule to accommodate a jury summons. A Team Member serving jury duty must contact his/her manager each day to report the status of his/her jury duty.

Jury duty is unpaid unless pay is required by federal or state law. Questions regarding whether jury duty in your state is paid or unpaid should be directed to your restaurant manager or PeopleWorks Manager.

[5/2008]

1.9 BRINKER FAMILY FUND

Nobody knows when a tragedy or catastrophe will strike. When the unexpected happens, many people are left without resources and no place to turn. The Brinker Family Fund was established in 1997 with one clear objective in mind – to assist Brinker Team Members and their families with catastrophic needs in times of crisis.

Family Fund donations are voluntary. If you would like to participate, fill out a Family Fund form indicating what dollar amount you would like to have deducted from each paycheck. All money collected goes directly to help Team Members and their families. For more information on the Family Fund, please go to the Family Fund Website on the BrinkerWeb under People Resources / Brinker Family Fund.
Chapter 2
AGREEMENT TO ARBITRATE

Brinker International Payroll Company, L.P. ("Brinker") makes available certain internal procedures for amicably resolving any complaints or disputes you have relating to your employment. See Sections 4.2 and 4.3. However, if you are unable to resolve any such complaints or disputes to your satisfaction internally, the resolution of all disputes that arise between you and Brinker will be through formal, mandatory arbitration before a neutral arbitrator.

Because of, among other things, the delay and expense which result from the use of the court systems, any legal or equitable claims or disputes arising out of or in connection with employment, terms and conditions of employment, or the termination of employment with Brinker will be resolved by binding arbitration instead of in a court of law or equity. This agreement applies to all disputes involving legally protected rights (e.g., local, state and federal statutory, contractual or common law rights) regardless of whether the statute was enacted or the common law doctrine was recognized at the time this agreement was signed. This agreement does not limit your ability to complete any external administrative remedy (such as with the EEOC).

This policy substitutes one legitimate dispute resolution form (arbitration) for another (litigation), thereby waiving any right of either party to have the dispute resolved in court. This substitution involves no surrender, by either party, of any substantive statutory or common law benefits, protection or defense.

ARBITRATION RULES
The arbitration proceedings shall take place in or near the city where you worked.

Each party is entitled to representation by an attorney throughout the proceedings at their own expense. Each party shall bear their own fees and expenses, unless otherwise awarded by the arbitrator in the final, written decision.

A written notice of your intention to arbitrate must be submitted in writing within the applicable statute of limitations. The notice shall contain: (1) the name, address and telephone number for all the parties; (2) the name, address and telephone numbers of all counsel; (3) a brief statement of the nature of the dispute, including all claims raised; (4) the amount in controversy and (5) the remedy sought. The notice shall be sent to: General Counsel, Brinker International, 6820 LBJ Freeway, Dallas, TX 75240.

The Respondent shall answer in writing within thirty (30) business days of the receipt of the notice to arbitrate.

Within ten (10) business days thereafter, both parties shall submit to the other a list of three (3) qualified arbitrators. An arbitrator must be qualified in employment laws and any other areas of law referenced in this notice.

An arbitrator shall be selected within thirty (30) business days thereafter. If the parties cannot agree, they shall submit any pleadings (notice, answer, etc.) and a list of arbitrators to the American Arbitration Association (AAA) to select a qualified arbitrator. AAA may select an individual not on either party's list.
The Federal Rules of Civil Procedure and Federal Rules of Evidence shall apply throughout the arbitration unless modified by the mutual agreement of the parties, or the arbitrator.

Discovery (interrogatories, document production and depositions), as authorized by the arbitrator, shall commence upon the selection of an arbitrator and shall be completed within six (6) months from that date. The time frame may be modified by mutual agreement, or by the arbitrator.

The arbitrator shall hear the case no more than forty-five (45) business days after discovery is completed.

Parties may submit briefs and one rebuttal brief or such other submittals as the arbitrator decides.

Within twenty (20) days of the close of the hearing, the arbitrator shall issue a written decision and award (if any) stating the reasons for the decision and award. The decision shall be final and binding on both parties, their heirs, executors, administrators, successors and assigns, and may be entered and enforced in any court of competent jurisdiction. Proceedings to enforce, confirm, modify or vacate the decision will be controlled by and conducted in conformity with the Federal Arbitration Act 9 U.S.C. Sec. 1 et seq. or applicable state law.

[Revised 5/2008]
Chapter 3
POLICIES AND PROCEDURES

3.1 RELEASE AND WAIVER OF LIABILITY POLICY

Brinker International Payroll Company, L.P. ("Brinker") sometimes sponsors activities and events for our Team Members that do not require your attendance. It is your option to attend or not. This policy states that if you are injured or are involved in an accident at one of these events, you are responsible for any injuries and damages. Because your attendance is voluntary, Brinker is not liable for injuries, damages, and any resulting claims.

[Revised 5/2004]

3.2 EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

EQUAL EMPLOYMENT OPPORTUNITY

Brinker International Payroll Company, L.P. ("Brinker") is firmly committed to the principle of equal employment opportunity. It is our policy to prohibit discrimination against anyone because of race, sex, national origin, ancestry, religion, creed, color, marital status, age, physical or mental disability, gender identity or expression, sexual orientation, or any other basis protected by federal, state or local law. All aspects of the employment relationship, including recruiting, hiring, training, working conditions, counseling, compensation, promotion, discipline and termination are subject to this policy. We monitor our employment procedures to ensure that no discrimination occurs and no procedures result in an adverse impact, inadvertent or otherwise, on minority or protected groups. Some of the specific goals of equal employment opportunity are to:

- Educate all Team Members on equal opportunity issues and compliance standards.
- Promptly identify and eliminate any discriminatory policy or practice.

Brinker will investigate any allegations of discrimination in a timely fashion. All investigations will be kept confidential to the fullest extent possible consistent with Brinker’s need to investigate the matter. Team Members are instructed to keep all information regarding an investigation confidential.

[Revised 5/2008]
ANTI-HARASSMENT

Brinker International Payroll Company, L.P. ("Brinker") prohibits harassment because of race, sex, national origin, ancestry, religion, creed, color, marital status, age, physical or mental disability, gender identity or expression, or sexual orientation, or any other basis protected by federal, state, or local law. All behaviors that could contribute or lead to harassment are prohibited by this policy and will not be tolerated. Brinker is committed to taking all reasonable steps to prevent harassment from occurring, even if such conduct may not constitute harassment under the law.

Sexual harassment is generally defined under applicable laws as any unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with the Team Member's work performance or creating an intimidating, hostile, or offensive working environment.

The following acts by Team Members or people doing business with or for Brinker, and any other acts not listed that can contribute to or lead to sexual harassment, are prohibited by this policy:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making threats due to a negative response to a sexual advance
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, slurs or jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, grabbing, pinching or blocking someone's movements

The same type of conduct by Team Members or people doing business with or for Brinker done on the basis of a person's race, sex, national origin, ancestry, religion, creed, color, marital status, age, physical or mental disability, gender identity or expression, sexual orientation, or other protected status – such as making or using derogatory comments, slurs or jokes, or verbal commentaries based upon an individual's status are also prohibited by this policy.

Harassment on the job is prohibited whether it involves harassment by coworkers, by a supervisor or a manager, or by persons doing business with or for Brinker.

[Revised 5/2008]
DISCRIMINATION AND/OR HARASSMENT COMPLAINT PROCEDURE
Brinker will take all needed steps to attempt to prevent discrimination and/or harassment from occurring in the workplace. All Team Members are also responsible for helping to ensure that discrimination and/or harassment is prevented. If you believe that you have witnessed or been subject to discrimination and/or harassment, you should follow the guidelines listed below so that your complaint or report can be investigated and resolved quickly and fairly.

- If possible, confront the harasser and inform him or her that his or her actions are offensive to you and that you want him or her to stop immediately.
- Report the incident to your Manager, General Manager, Area Director, Director of PeopleWorks and/or PeopleWorks Manager.
- If possible, present your complaint in writing to any of the above mentioned individuals and include all relevant details of the incident, names of individuals involved, names of any witnesses, and dates of occurrence.
- Brinker will immediately begin an objective, thorough, and (to the extent possible) confidential investigation.
- All Team Members are expected to cooperate fully in any investigation.
- If Brinker finds that discrimination and/or harassment has occurred, it will take appropriate remedial action. Appropriate disciplinary action will also be taken that is reasonably calculated to deter any future discrimination or harassment, up to and including termination.
- Brinker will keep you informed on the status of the investigation.

Brinker will not tolerate or permit retaliation by management, fellow Team Members, guests or vendors against anyone for reporting discrimination/harassment or against anyone for participating in the investigation of a discrimination/harassment complaint. Team Members who engage in any form of discrimination/harassment or who retaliate against anyone else for reporting discrimination/harassment or for participating in the investigation of a complaint will be subject to disciplinary action, up to and including termination.

If you have a complaint, please follow the above procedures. To answer questions regarding this policy or the complaint procedures, please contact Ginger K. Hukill, Director of Employee Relations, at 972-770-9331 or the Employee Relations Hotline at 1-888-224-7484.

OPEN DOOR POLICY
Brinker promotes a working atmosphere in which Team Members can feel free to talk with any member of the management staff. If you have a question, suggestion or concern, we encourage you to talk with your Manager, General Manager and/or Area Director first, so appropriate action may be taken. If your Manager, General Manager or Area Director cannot be of assistance, you may call the Employee Relations Hotline at 1-888-224-7484.

NOTE: THE OPEN DOOR POLICY IS AN INFORMAL COMPLAINT PROCEDURES POLICY, AND MAY BE SUBSTITUTED BY THE MORE FORMAL DISCRIMINATION AND/OR HARASSMENT COMPLAINT PROCEDURE.

[Revised 5/2008]
3.3 PROBLEM RESOLUTION PROCEDURES/WHISTLE BLOWER POLICY

Brinker International Payroll Company, L.P. ("Brinker") recognizes that any Team Member can experience problems at work. Brinker is committed to providing the best possible working conditions for its Team Members, and as part of this commitment encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response. Brinker has provided a Whistle Blower Communication website at http://www.brinker.com where a Team Member can anonymously submit and receive written communication.

Brinker has adopted the following internal procedures to achieve effective resolution of issues as they occur. No Team Member will be penalized, formally or informally, for voicing a complaint in a reasonable, business-like manner, or for filing a complaint under the Problem Resolution Procedure. If a situation occurs in which you believe that a condition of employment or a decision affecting you is unjust or inequitable, you are encouraged to make use of the following steps. You may discontinue the procedure at any time.

PROBLEM RESOLUTION PROCESS:

1. Report the problem to your immediate supervisor within five (5) calendar days after it occurs. If the supervisor is unavailable to address the problem, or if you believe it would be inappropriate to contact your immediate supervisor, you may present the problem to your supervisor’s manager or to another member of your department’s/brand’s leadership team. You may also contact the PeopleWorks Director/Manager in PeopleWorks.

2. The supervisor responds to the problem during discussion or within five (5) business days. Consulting with appropriate management may be necessary. The supervisor must document the discussion.

3. You may appeal your supervisor’s answer to their manager, to another member of your department’s leadership or to the PeopleWorks Director/Manager within five (5) business days if the problem is unresolved.

4. In the event PeopleWorks is consulted, the PeopleWorks Director/Manager counsels and advises the Team Member. It may be necessary for the PW Director/Manager to visit with other appropriate individuals. The PW Director/Manager must document any such discussion, and you may be asked to present your complaint in writing.

   The PW Director/Manager will work to help resolve the situation, facilitate communication between the parties, and bring closure to outstanding concerns.

   Certain situations may be covered by state or federal laws, in which case, legally mandated procedures will be followed.

5. In situations where conduct falls under the Equal Employment Opportunity and Anti-Harassment Policy, investigative steps cited therein will be followed. If a formal investigation is required, we will keep you apprised of the investigation. The results of the investigation will be communicated to you and, if
appropriate, to all others directly involved in the complaint.

6. Team Members are expected to cooperate fully with any investigation.

Complaints of misconduct, harassment or discrimination will be kept confidential to the fullest extent possible consistent with Brinker's need to investigate the matter. Team Members are instructed to keep all information regarding an internal Equal Employment Opportunity investigation confidential.

RETALIATION
Retaliation against any person who voices a concern, files a complaint with PeopleWorks or participates in any subsequent related investigation is prohibited. Team Members found to have engaged in retaliatory behavior may be subject to discipline up to and including termination.

ARBITRATION
In the event a dispute between Brinker and a Team Member cannot be resolved informally, where permissible, the matter must be submitted to final and binding arbitration. Arbitration is a process whereby a dispute is submitted to an arbitrator for decision. See the Agreement to Arbitrate.

WHISTLE BLOWER POLICY
All Brinker Team Members are encouraged to report either verbally or in writing to their immediate supervisor, or alternate line of authority as hereinafter described, all evidence of activity by a Brinker department or Team Member that may constitute:

• Instances of corporate fraud;
• Unethical business conduct;
• A violation of state or federal law; or
• Substantial and specific danger to the Team Member's or public's health and safety.

Any Brinker Team Member who in good faith reports such incidents as described above will be protected from threats of retaliation, discharge, or other types of discrimination including, but not limited to, compensation or terms and conditions of employment that are directly related to the disclosure of such reports. In addition, no Team Member may be adversely affected because he or she refused to carry out a directive, which in fact, constitutes corporate fraud or is a violation of State or Federal law.

Any Team Member who wants to report evidence of alleged improper activity as described should contact his/her immediate supervisor, or the supervisor's manager. In instances where the Team Member is not satisfied with the supervisor or manager's response, or is uncomfortable for any reason addressing such concerns to his or her supervisor or the manager of such supervisor, the Team Member may contact the General Counsel's office. If the Team Member is uncomfortable for any reason contacting the office of the General Counsel, he or she may contact the Chair of the Audit Committee of the Board of Directors. The contact information for the Chair of the Audit Committee and General Counsel are posted on the Brinker website. Team Members are encouraged to provide as much specific information as possible including names, dates, places, and events that took place, his or her
perception of why the incident(s) may be a violation, and what action he or she recommends be taken. Anonymous written or telephonic communications will be accepted. Team Members who choose to identify themselves will receive a reply to their report within 20 working days or as soon as practicable thereafter. Brinker has also provided a Whistle Blower Communication website (located at www.brinker.com) where a Team Member can anonymously submit and receive written communication.

[Revised 5/2008]

3.4 EMPLOYMENT AT WILL POLICY

As a Team Member, you are an employee at will.

“Employment at will” means that when you accept employment with Brinker International Payroll Company, L.P. (“Brinker”), there is no employment contract. You have the right to quit for any reason if you want, and Brinker can terminate employment with or without cause. Brinker may terminate your employment without prior notice for any number of reasons, including, but not limited to:

- Violating any of our policies or procedures
- Failure to show up for work when you are scheduled
- Doing anything dishonest or illegal
- Serving alcohol to a minor
- A negative confrontation with another Team Member or Brinker guest
- Lack of performance/inability to do the job
- Frequent tardiness or excessive absenteeism
- Physical or verbal abuse of another Team Member or a guest
- Failure to cooperate in an internal or external investigation
- Insubordination towards management
- Falsifying and/or omitting information from the employment application
- Conduct or behavior not suitable to Brinker’s environment

During your employment you will receive information about various Team Member programs, policies, and benefits, any of which can change at any time. Such programs and policies are guidelines. They are not contracts.

Only the Chief Executive Officer (CEO) has the authority to alter this arrangement, enter into a contract for employment for a specified period of time, or make any agreement contrary to this policy. If such an agreement is reached, it must be presented in writing, and signed by the CEO and the Team Member.

The Brinker Policies & Procedures Manual is not intended to be a contract (expressed or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of Brinker or its Team Members.

[Revised 5/2008]
3.5 DRUG AND ALCOHOL ABUSE POLICY

It is the goal of Brinker International Payroll Company, L.P. ("Brinker") to provide a work environment which is free from the use, sale, possession, distribution, dispensation, transferring or purchase of illegal drugs, controlled substances, alcohol and/or lawful drugs in quantities that render an individual "under the influence" as defined below.

POLICY
All Team Members and non-payroll workers are prohibited from using, selling, possessing, distributing, dispensing, transferring, purchasing, or being under the influence of alcohol, drugs or controlled substances or engaging in alcohol or drug-related activities while on Brinker International, Inc. ("Company") property or while on duty, or consuming alcohol immediately before reporting to work or while on a break.

The limited consumption of alcoholic beverages at company-sponsored or business-related functions (requiring management approval) may be authorized, provided that the:

- Individual is not under the minimum drinking age of the applicable state law.
- Personal safety of the individual and others is not endangered.
- Consumption does not interfere with the individual's ability to perform business activities effectively.

This policy applies to all Team Members. Any Team Member found to be in violation of this policy will be subject to disciplinary action up to and including immediate discharge (unless discharge for a violation of this policy is prohibited by state law).

All applicants who have received a conditional offer of employment ("Applicant") and all Team Members are required to sign an acknowledgment form stating that they have been given a copy of this policy and agree to comply with the policy and consent to a drug and/or alcohol test as a condition for continued employment. Team Members who believe that they have a drug and/or alcohol problem can contact the PeopleWorks Department for referral to a Team Member assistance program. Team Members who refuse to sign the acknowledgment can be terminated (unless prohibited by state law).

Brinker may require controlled substances/drug/alcohol testing of Applicants or current employees in the following limited circumstances:

- When there is a reasonable suspicion (or as state law may require – probable cause) that a Team Member shows signs of being under the influence of a controlled substance, alcohol or drug.
- As part of a rehabilitation program, where appropriate.
- For any Applicant or Team Member seeking to obtain a Company Driving Permit, and existing Team Members who currently hold a Company Driving Permit that are involved in a driving-related accident while on Company business.
All Team Members must agree to have released to Brinker the results of all substance screens, examinations and testing, including all documents generated.

In all cases, testing is conducted with due regard for the Team Member’s privacy and in accord with established controls for ensuring the integrity of test results. All such test results are processed by a Company-designated laboratory. Initial positive test results are confirmed by a second and different method using the same sample. Brinker will provide the Team Member, at the Company's expense, the opportunity to have the same sample tested or evaluated by an independent testing facility. Brinker will provide the Team Member the opportunity to rebut or explain the results. All test results will be sent only to those management representatives who are responsible for enforcing this policy.

Brinker has the right to search all Company property, including, but not limited to, parking lots, desks, Company vehicles, and other Company property used by Team Members when there is a reasonable suspicion (or as state law may require – probable cause) that this policy has been violated.

Brinker requires Team Members, as a condition of continued employment, to abide by the terms of its substance abuse policy. Team Members violating this policy are subject to disciplinary action, up to and including termination and possible criminal prosecution for a first offense. Brinker complies with applicable federal, state, and local laws concerning alcohol, illegal drugs and controlled substances.

DEFINITIONS

- Controlled substances and drugs are defined as, but not limited to, all forms of narcotics, depressants, stimulants, hallucinogens, and all other drug types, including marijuana, whose manufacture, transportation, transfer, distribution, dispensation, sale, purchase, possession or use is restricted or prohibited by law. The term “illegal drugs” excludes use of a controlled substance by an individual for whom a valid prescription was written (provided the prescription’s use does not render the individual “under the influence” as defined below) or other uses authorized by law.
- Under the Influence is the use of alcohol, drugs and/or controlled substances to the extent that the individual:
  » Is unable to perform work in a safe, productive manner
  » Is in a physical or mental condition that creates a risk to the safety/security and well-being of the individual, co-workers, customers, suppliers, general public or to the Company
  » Has a level of such substances in his/her body corresponding to or exceeding acceptable medical/legal standards for impairment.

For questions about this policy, contact PeopleWorks.

[Revised 6/2005]
3.6 ALCOHOL SERVICE POLICY

Brinker International, Inc. and all of its subsidiaries, including Brinker International Payroll Company, L.P. (“Brinker”), promote and encourage responsible service and consumption of alcoholic beverages.

No Team Member should ever knowingly allow any visibly intoxicated guest to enter the restaurant, nor knowingly serve alcohol to intoxicated or underage guests.

No Team Member should ever knowingly serve alcohol to any person who is habitually addicted to alcohol.

All persons ordering alcoholic beverages require proper photo identification upon request. If a guest presents an ID with any discrepancy, or without a photo, notify the Manager before serving alcohol to that guest.

In many states, Brinker, as well as the individual servers, may incur civil liability and find themselves financially responsible for damages sustained by third parties who are injured by intoxicated guests. In certain states, a Team Member may also be found criminally liable for serving alcohol to a person who is intoxicated. To protect yourself and Brinker from both types of liability, you must make a reasonable effort to prevent guests from becoming intoxicated.

Team Members must make every reasonable effort to prevent visibly intoxicated guests from driving. Team Members must not serve alcohol to a minor.

Under no circumstances will alcohol be served to anyone, including Team Members, after legal closing hours.

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

[Revised 3/2008]

3.7 TEAM MEMBER WEAPONS POLICY

Brinker International, Inc. and Brinker International Payroll Company, L.P. (“Brinker”) prohibit the possession of any weapon by a Team Member, agent or representative of Brinker, on any property owned, managed or leased by Brinker. This includes any parking lot or other common area that is used in conjunction with Brinker’s business operations, any property on which a Brinker-sponsored event is being held, or any location where you are performing any services or attending any function relating to your employment.

If a weapon is seen or reported, you should advise your Manager and either PeopleWorks or Security immediately. If Brinker has reasonable suspicion of a violation of this policy, Brinker reserves the right to conduct a reasonable
search of the suspect’s person or property. Any violation of this policy or refusal to consent to a search conducted according to this policy may lead to disciplinary action, up to and including termination.

The definition of weapon in this policy includes any device that is specifically designed to inflict serious injury upon another person including, but not limited to, firearms, knives, clubs, bombs, etc.

If a possible weapons violation is reported, the Manager will attempt to verify:

- Who saw the weapon?
- Where was the weapon seen?
- Were any threats made by the individual possessing the weapon?

The Manager will then:

- Interview the Team Member to verify the existence of the weapon (if no physical threat is perceived).
- Call the police if any threats or hints of violence are perceived.
- Advise the Team Member that possession of a weapon on Company property could result in immediate dismissal from employment.

All Managers must notify the police in any situation involving a weapon when there is either a direct or implied threat by the Team Member toward another individual.

This policy is applicable to all Team Members of Brinker, whether working in restaurants, corporate offices, regional offices, test kitchens, distribution centers or any other Brinker facility.

[Revised 2/2007]

### 3.8 WORKPLACE VIOLENCE POLICY

Brinker International Payroll Company, L.P. ("Brinker") intends to provide a safe workplace free from violence and will hold all Team Members accountable for their actions. Brinker will not tolerate acts or threats of violence directed toward its Team Members or guests whether on its premises or at Brinker-sponsored events. Brinker defines workplace violence as actions or words that endanger or harm another Team Member or guest, that threaten to endanger or harm another Team Member or guest that result in other Team Member or guests having a reasonable belief that they are in danger. Such actions include, but are not limited to, the following:

- Verbal or physical threats;
- Verbal or physical acts of aggression;
- Assaults;
- Defacement of Brinker property;
- Any violation of Brinker’s Team Member Weapons Policy; and
- Any other behavior that causes others to have a reasonable belief that they are in danger.
Workplace violence (whether committed at work or at a Brinker-sponsored event) is grounds for immediate termination even if there has been no previous act of violence by the offending Team Member. It is the responsibility of all Team Member to report acts or threats of violence immediately. If you witness or feel that you have been a victim of workplace violence you should report the incident to your manager or to PeopleWorks. If the violent behavior is that of a non-employee, you are responsible for notifying the proper authorities as well as Brinker. Any such report to Brinker will be taken seriously and will be investigated promptly and thoroughly. If it is determined that a violation of this policy has occurred, Brinker will take appropriate action to remedy the situation up to and including termination of the Team Member responsible.

[Revised 2/2007]

3.9 PERSONAL RELATIONSHIPS BETWEEN TEAM MEMBERS POLICY

DEFINITION OF RELATIVES
Brinker International Payroll Company, L.P. (“Brinker”) may employ relatives of current Brinker Team Members, but only when their situation adheres to all criteria listed in this policy statement. “Relative” is defined as members of the Team Member’s immediate family. This includes: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, grandmother, grandfather, and grandchild. Some states also have laws regarding the employment of relatives. In these states, laws govern over this policy. Ask your Manager/Supervisor if this applies to your state.

CRITERIA FOR EMPLOYMENT OF RELATIVES
The following criteria must be met for relatives to be employed by Brinker:

- A relative must be qualified to perform the requirements of the position.
- For restaurant/department Team Members:
  » Relatives may not be in the same supervisory line of command, either directly (for example, a relative cannot be your General Manager or Manager) or indirectly (for example, a relative cannot be your Area Director or Regional Director). Relatives can work in the same restaurant/department so long as they are at equivalent levels and do not report to each other or in different restaurants/departments as long as they are equivalent levels and do not report to each other.
  » Relatives may not be employed in separate departments/restaurants where conflicts of interest, potential for collusion, or adverse impact on work performance could arise. The Regional Director, Area Director or General Manager, who is common to the two related Team Members, will decide if conflicts of interest, potential for collusion, or adverse impact could arise.
For all other Team Members:
  » Relatives may not be in the same supervisory line of command. Relatives may not report
directly or indirectly to the same Vice President.
  » Relatives may not be employed in separate departments/restaurants where conflicts of
interest, potential for collusion, or adverse impact on work performance could arise.

EXISTING TEAM MEMBERS THAT BECOME RELATIVES OR CHANGES IN REPORTING
RELATIONSHIPS OF RELATIVES
The following criteria must be met when Team Members, who are already both employed by Brinker, become
relatives:

• If two Team Members become relatives and are in roles that violate the above policy, one or the
  other relative must transfer to another department/restaurant within the following time frame:
    » Restaurant Team Members must transfer immediately
    » All other Team Members must transfer within 45 days
• If there is no position available, then one of the Team Members must promptly terminate
  employment voluntarily and in writing.
• When one of the Team Members is considered for a promotion which would conflict with the
  employment criteria, the promotion can only take place if a relative is willing to transfer to an
  other department/restaurant, and a job is available for which he/she is qualified. If there is no
  position available for which he/she is qualified, then the Team Member must promptly terminate
  employment voluntarily and in writing for the promotion to occur.
• In the event that departments or management teams are realigned and related Team Member end
  up reporting up to the same Vice President or up to a Relative (restaurant Team Members), one or
  the other Relatives must transfer to another department/restaurant within the following timeframe:
    » Restaurant Team Members must transfer immediately
    » All other Team Members must transfer within 45 days
• If there is no position available, one of the Team Members must promptly terminate employment
  voluntarily and in writing.

Brinker will not dictate which Team Member must change jobs.

This does not affect Team Members reporting to the same VP prior to 4/12/04.

PERSONAL RELATIONSHIPS INVOLVING MANAGERS AND TEAM MEMBERS
If a personal relationship of a romantic nature develops between a manager/supervisor and a Team Member, the
manager’s/supervisor’s immediate supervisor must be notified immediately. A mutual decision with regard to the
two options below must be reached by both individuals involved, and the decision must be put in writing and signed
by both parties and the supervisor that is over both people in question. Copies should be put in both parties’ file
folder. One of two courses of action must be followed:

• The manager or Team Member must immediately transfer to another restaurant/department out of
  the manager’s realm of responsibility.
• The manager or Team Member must immediately voluntarily terminate his or her employment.
Full disclosure of an existing relationship is required so that management can be proactive in addressing any business-related issues that may arise as a result of the relationship. These issues may include, but are not limited to, the appearance of favoritism, collusion, or conflict of interest. Failure to notify the proper individuals in these situations can result in disciplinary action, up to and including termination.

[Revised 8/2005]

3.10 AMERICANS WITH DISABILITIES ACT POLICY

Brinker International Payroll Company, L.P. ("Brinker") is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified individuals with physical or mental disabilities. It is Brinker’s policy not to discriminate against any qualified Team Member or applicant with regard to any terms or conditions of employment because of such individual’s physical or mental disability or perceived physical or mental disability as long as the Team Member can perform the essential functions of the job with or without a reasonable accommodation. Consistent with this policy of nondiscrimination, Brinker will provide reasonable accommodations, as defined by the ADA, to a qualified individual with a disability who has made Brinker aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Brinker. Brinker holds all Team Members, including those with disabilities, to the same performance and conduct standards to perform the essential functions of their jobs with reasonable accommodations.

Team Members with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their manager/supervisor. Brinker encourages individuals with disabilities to come forward and request reasonable accommodation. Brinker will not interfere with, deny, or restrain a Team Member’s right to request a reasonable accommodation in accordance with this policy. Furthermore, Brinker will not discriminate or retaliate against any Team Member for requesting a reasonable accommodation under this policy or against any Team Member who reports a violation of this policy or participates in the investigation of a complaint under this policy. Team Members who observe or believe that they have been discriminated against on the basis of a qualified disability under the ADA should immediately report their complaint in accordance with Brinker’s Discrimination and/or Harassment Complaint Procedure.

[Revised 3/2008]

3.11 WORK RELATED INJURY POLICY

Brinker International Payroll Company, L.P. ("Brinker") covers all of its Team Members, whether salaried, full-time or part-time, under the State Workers’ Compensation laws except for Texas Team Members which are covered under the “All About a Safer U” Injury Benefit Plan. Team Member injuries suffered in the course and scope of one’s job are covered by State Workers’ Compensation insurance or the Injury Benefit Plan.
Brinker strives to provide a safe work environment for our Team Members. Safety policies and procedures are intended to help Team Members focus on preventing injuries. If a Team Member is injured on the job, the accident should be reported to the manager on duty or supervisor immediately. Failure to immediately report an on-the-job injury to your manager may result in disciplinary action, up to and including termination. Brinker will not retaliate against or tolerate retaliation against any Team Member who files a work related injury claim. Team Members who engage in retaliation are subject to disciplinary action, up to and including termination.

Through our Work Related Injury Program Brinker is committed to caring for the needs of a Team Member injured while working. We have a Return to Work Program that helps injured Team Members work again as soon as possible:

- First, if a Team Member is injured while working and medical treatment is necessary as a result of that injury, we want to ensure that the injured Team Member receives the appropriate care.

- Second, if an injured Team Member is medically able, we want the Team Member to return to work at full capacity. If the Team Member's physical activity is restricted by a doctor, we offer modified job duties, whenever possible, to accommodate these restrictions.

Team Members absent from work because of a work related injury may be eligible for salary continuation under the Brinker Short Term Disability Policy. Please contact the Risk Management Department at 800-999-3033 for more information.

[Revised 3/2008]

3.12 SUPPLIER PARTNER SUPPORT POLICY

TEAM MEMBERS AS VENDORS
Team Members of Brinker International Payroll Company, L.P. ("Brinker") are prohibited from contracting with Brinker to provide services as a vendor.

It is a violation of this policy to set up a Team Member as a vendor in order to avoid Brinker's obligation to its Team Members under wage and hour laws.

FAMILY MEMBERS AS VENDORS
Directors, Officers, or other Brinker Team Members who have discretionary authority to select and approve payments for vendors are prohibited from contracting with a vendor who is a member of the Team Members immediate family. This includes: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, stepchild, grandmother, grandfather, and grandchild.

[5/2008]
3.13 TIME CARD POLICY

Brinker International Payroll Company, L.P. ("Brinker") is firmly committed to complying with all Federal, State, and City regulations, including those of the U.S. Department of Labor, Wage and Hour Division. These regulations include certain requirements relating to timekeeping records from which the payment of wages are generated for hourly Team Members. It is imperative that Brinker’s records reflect the “true” hours worked by hourly Team Members.

We are also committed to providing a fair and productive work environment for hourly Team Members. Each hourly Team Member should be paid for all time spent working and should be responsible for their own recordkeeping. They should be confident that no one is changing their time card information without their knowledge and permission.

TIME CARD POLICY FOR HOURLY TEAM MEMBERS AND MANAGEMENT

Hourly Team Members must clock in before they begin working their shifts and must clock out as soon as they finish working their shifts. It is the responsibility of all hourly Team Members to clock in and out for every shift. Hourly Team Members are NOT allowed to work “off the clock” for any reason. Managers are prohibited from requesting an hourly Team Member to work “off the clock” or “volunteer” to work at the restaurant. Hourly Team Members should report any request to work “off the clock” or to “volunteer” to work at the restaurant to the Employee Relations Hotline at 1-888-224-7484. No Team Member will be subject to retaliation for reporting any request to work “off the clock,” “volunteer” to work at the restaurant or for otherwise exercising his/her right to be paid for all working time. Working “off the clock” is a violation of Brinker policy.

Hourly Team Members must clock in or out only for themselves. They may not clock in or out for other Team Members or use other Team Members’ I.D. numbers. Clocking in or out for another Team Member or using another Team Member’s I.D. number is a violation of Brinker policy.

Managers are not allowed to “clock in or out” for an hourly Team Member. One exception is if that Team Member has already left the restaurant and failed to clock out. If that occurs, managers must clock the Team Member out on the Point-of-Sale (POS) system and then edit the time in Time Card Maintenance to accurately reflect the actual time the Team Member worked.

Any and all changes to a time card record must be made within 72 hours of the original time card entry, be documented, and signed by a manager and the Team Member.

Any action taken by a manager and/or hourly Team Member which fails to comply with this policy must be addressed in a disciplinary manner up to and including termination.

[Revised 2/2007]
3.14 TIP CREDIT AND REPORTING POLICY

ALL tips received must be reported nightly during the closing process. As Team Members sign off the Brinker Store System at the unit, a special screen will appear displaying the amount of credit card, gift card, and house account tips (if any), the Team Member has made during the shift. Team Members must enter the total of all cash tips received from guests. The screen will allow the Team Member to enter cash tips received and to enter all tips given to other Team Members (“tip outs”). Tips received from another Team Members must be recorded as a “tip in” so that “tip outs” equal “tip ins” at the end of a day. Managers enter tips collected for indirectly tipped Team Members at the end of a day. Indirectly tipped Team Members approve these amounts the next time they work a shift.

Each Team Member is responsible for claiming 100% of the tips received. This is a requirement of the Internal Revenue Service. The Internal Revenue Service monitors Brinker International Payroll Company, L.P. (“Brinker”) tip reporting results. Brinker expects that food servers and bartenders will consistently provide a high level of customer service, which would typically be reflected in the amount of tips reported. Failure to receive an adequate percentage may be indicative of unacceptable customer service and may result in disciplinary action, up to and including termination.

Tip information is relayed to the Brinker Payroll Department, which calculates the appropriate payroll tax due on the tipped income. Reported tip income is also counted toward the legal minimum wage, unless your state prohibits this practice.

[Revised 1/2007]

3.15 COMPANY INFORMATION AND PROPERTY POLICY

This policy serves to protect the business information, property and all other assets vital to the interests and success of Brinker International, Inc. (“Company”). No Company-related information or property, including but not limited to, documents, files, recipes, menu items, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of the Company) may be removed from the Company’s premises. In addition, when your employment with Brinker International Payroll Company, L.P. is terminated, you must return all Company-related information and property in your possession. This includes, but is not limited to, documents, files, records, manuals, information stored on a personal computer or on a computer disk, supplies and equipment. Violation of this policy is a serious offense, and may lead to legal action.

USE OF COMPANY PROPERTY

The Company may provide you with supplies, clothing, equipment, automobiles and materials necessary to perform your job. These items are to be used solely for the Company’s purposes. Team Members of Brinker International Payroll Company, L.P. (“Team Members”) are expected to use care when using equipment and property, and use this property only for authorized purposes. Loss, damages or theft of property should be reported immediately. Negligence in the care and use of property may result in disciplinary action, up to and including termination.
Any personal use of computers or other Company property must be authorized in advance by your Manager and comply with Company policy.

USE OF COMPANY OR PERSONAL VEHICLES

Team Members may operate Company vehicles or use a personal vehicle to conduct Company business in accordance with the Company’s Driver Safety Program. Team Members must meet the following requirements:

• Team Members must be at least 18 years old.
• Team Member must complete the Application For Company Driving Permit (Part I); Part II of the Application must be completed by the manager. Both Parts I & II must be completed and approved.
• Team Member must receive an “approved” Motor Vehicle Record report.
• Team Member must have an unrestricted, current and valid state driver’s license.
• Team Member must provide proof of adequate vehicle insurance coverage if a personal vehicle will be used.
• Company vehicles may be used for authorized Company business only.
• Team Member must operate the vehicle in a safe manner; operating a vehicle on Company business under the influence of drugs or alcohol or in an unsafe or negligent manner may result in immediate termination.
• The following Driver Performance Requirements will apply to all drivers whether or not they are operating Company-owned/leased vehicles or their personal vehicles for Company business. The failure to meet these requirements will result in the revocation of the Team Members Company Driving Permit and may result in termination of employment:
  » No more than one moving violation in a 12-month time frame.
  » No more than one at-fault accident in 24 months or 2 in 36 months.
  » No convictions for DUI/DWI, Reckless Driving, Vehicular Homicide or operation of a motor vehicle at the commission of a felony.
• The Company has the right to search any Company vehicle at any time – Team Members have no reasonable expectation of privacy with respect to Company vehicles.

If a Team Member tests positive for drug or alcohol use following an accident, the Team Member will be terminated.

TELEPHONE USE

It is important to communicate in a professional manner at all times. This includes communication with guests, co-workers, managers, vendors and all others via the telephone.

The Company recognizes there are times when an hourly Team Member may need to use a Company telephone or a personal cell phone for personal emergencies. In cases of an emergency, hourly Team Members should obtain prior manager approval before using a Company telephone or personal cell phone during working hours. Relatives and friends should be instructed not to call you at work except in cases of an emergency. Additionally, no long distance personal calls may be made on Company phones without prior approval from a manager. Excessive personal phone calls or unauthorized long distance calls are strictly prohibited and may result in disciplinary action, up to and including termination.

[Revised 2/2007]
3.16 DISSEMINATION OF COMPANY INFORMATION

In carrying out the Company's business, directors, Team Members, and agents often learn confidential or proprietary information about the Company, its customers, suppliers, policies, procedures, processes, and business partners.

No director, Team Member, or agent entrusted with or otherwise knowledgeable about information of a confidential or proprietary nature shall disclose, use, or distribute that information directly or indirectly outside the Company, either during or after employment, without authorization to do so by the Director of Corporate Security. Any unauthorized disclosure could be harmful to the Company and/or helpful to a competitor.

Any work product created by or on behalf of the company, its directors, Team Members, or agents is deemed to be proprietary. Any and all financial information, vendor terms, lease terms, employee information, development plans, or design and construction data is also deemed confidential. (The above list is not meant to be all-inclusive, but representative of types of information covered by this policy.)

Information is a business asset. The protection of all information is of the highest importance and must be discharged with the greatest care for the Company. If a director, Team Member, or agent is asked to supply company information to a competitor or like business for any reason, that request must be approved by the Director of Corporate Security.

Violation of this policy will result in disciplinary action, up to and including termination. Certain violations of this policy may require notification of state or federal authorities. For questions, please contact the Director of Security or the General Counsel.

[Revised 5/2005]

3.17 LOGOS AND TRADEMARK USE POLICY

Brinker International ("Brinker") and/or its various restaurant brands' logos, trademarks, service marks, and trade dress ("Marks") are among our most valuable assets. A few examples of these Marks are shown below.

Brinker must protect its Marks just like it protects any other valuable corporate asset. This requires that the Marks are always used correctly, and only with permission.

This Trademark Use Policy was created to ensure that products bearing any of Brinker's Marks contain a correct reproduction of the Mark, is high quality, and is furnished by an authorized representative of Brinker.
Brinker Policies & Procedures Manual

Rules for Supplier Use of Brinker logos and trademarks:

1. Any Supplier reproducing any Brinker marks on any product sold or used inside or outside Brinker must be a pre-approved supplier or licensee under contract. For information, contact the Legal Department at trademarks@brinker.com in Brinker’s Legal Department.

2. No Supplier may reproduce any Brinker Mark that was not obtained from an authorized representative of Brinker.

3. All Team Members who, as part of their job, request a Supplier to create products bearing any Brinker logo, trademark, service mark, or trade dress must ensure that the Supplier is using a Mark obtained from an authorized representative of Brinker and is a pre-approved Supplier under contract.

4. All Suppliers may be asked to submit to Brinker, PRIOR TO PRODUCTION, samples of all products, packaging, advertising, marketing materials, or any other item they intend to produce that contain Brinker Marks.

5. All domain name URL’s must be registered through the Legal Department. Team Members should not authorize the use of Brinker’s name or any of its trademarks in connection with Vendor related services to Brinker.

6. Brinker reserves the right to refuse payment to any Supplier who produces products bearing the Brinker Marks that do not comply with these policies. Brinker reserves the right to pursue any other remedy against such a Supplier as well, including, but not limited to collecting back royalties for unlicensed trademark use.

Rules for Team Member Use of Brinker logos and trademarks:

1. Team Members may not grant permission to a third party to use the Marks for any purpose without prior approval from the Legal Department or an authorized representative of Brinker, unless specifically authorized to do so.

2. Team Members may not use the Marks in association with side businesses or other commercial enterprises that are not part of their employment with Brinker.

3. Team Members who create products bearing the Marks for internal promotions, employee groups, or work-related purposes must follow the Rules for Supplier Use of Brinker logos and trademarks.

4. Team Members may not alter the existing Marks or create new Marks without first receiving the approval of the Legal Department or the appropriate Head of Marketing for each brand involved.

5. Team Members may not provide Marks directly to third parties. All third party use of Marks must proceed through the Legal Department, attn: Trademarks or the appropriate authorized representative for each brand involved.
Our Corporate Identity

The corporate identity of Brinker International, and its various restaurant brands, is based on the application of its logos, or corporate signature. Every application of these logos should strengthen the company's image and must be done with care and with the highest quality standards.

Since the beginning of Brinker's entry into the casual dining industry, its brand logos have changed several times. Today, however, the symbols above (generically called “trademarks”), comprise Brinker and its various restaurant brands' corporate identity. These symbols are the exclusive property of Brinker and/or its subsidiaries, and are protected by trademark law. The “®” appears next to the trademarks wherever such marks have been registered with the appropriate authorities, both in the United States and Internationally. There are also variations of these logos that have been registered for protection. If you have any questions regarding the proper use of Brinker's registered trademarks, please contact Brinker’s Legal Department at trademarks@brinker.com.

[Revised 4/2009]

3.18 PERSONAL PROPERTY IN THE WORKPLACE POLICY

Because a Brinker International, Inc. (“Company”) restaurant is not a typical “office” working environment, bringing personal possessions with you to work can often create problems. The Company cannot be responsible for the security of personal items in the workplace. You are encouraged not to bring items such as cell phones, pagers, purses, wallets, jewelry, etc. into the restaurant, but if you do, you do so at your own risk. The Company is not responsible for replacement or reimbursement of personal items that are lost or stolen. We ask that you bring only those things that are required to do your job. You should not have any expectation of privacy for any personal item that you bring to work. Brinker International Payroll Company, L.P. (“Brinker”) reserves the right to search all personal property brought to the restaurant where allowed by state and federal law, when there is a reasonable suspicion (or as state law may require – probable cause) that a Brinker policy has been violated.

[Revised 12/2004]

3.19 DRESS GUIDELINES

It is important that our appearance reflects the culture of our restaurants and the guests in our different regions. Our dress guidelines may differ among restaurant brands, but our passion for cleanliness, safety and creating a positive image does not. It is important that you take pride in your appearance and personal hygiene. Each Team Member is expected to report for work looking professional and smelling clean. Ask your Manager about more specific dress guidelines and cleanliness standards related to the restaurant where you work.

[Revised 12/2004]
3.20 PERSONAL HYGIENE POLICY

Emphasis on personal hygiene is a fundamental responsibility of every Brinker International Payroll Company, L.P. ("Brinker") Team Member. Poor personal hygiene is a common cause of food borne illness outbreaks. Good personal hygiene is a basic food safety rule and critical for food safety success. Please follow the rules below regarding personal hygiene.

PERSONAL CLEANLINESS

_Bathing and Washing Hair_
- You should bathe daily or more often if your job requires it.
- Body odor is offensive to guests and other workers, and the skin is a prime breeding ground for bacteria.
- Hair should be washed and well groomed.
- Oily, dirty hair attracts bacteria and dandruff that can fall into food.

HAND HYGIENE

_Hand washing_
- The most important aspect of personal cleanliness is frequent and thorough hand washing.
- Hand washing is an important step in the prevention of food contamination.
- Dirty hands can transmit contaminants to food.
- Washing hands properly and frequently greatly reduces bacteria.
- Hand washing should follow any activity that offers even a remote possibility that the hands have picked up contaminants, such as:
  - Use of the restroom
  - Touching areas of the body such as ears, mouth, nose, or hair
  - Intimate contact with infected or otherwise unsanitary areas of the body
  - Contact with soiled clothing
  - Contact with unclean equipment and work surfaces
  - Handling raw food, particularly meat and poultry
  - Handling money
  - Cigarette smoking or handling tobacco products
  - Cleaning and scraping dishes and utensils
- Proper hand washing includes ALL of the following steps:
  - Turn on water and adjust the temperature of the water so that it is tolerably hot
  - Moisten hands and apply liquid antimicrobial hand washing soap
  - Lather and vigorously wash hands, wrists, and forearms for at least 20 seconds. Nails must be scrubbed in the palms of the hands and areas between fingers. Nailbrushes are not mandatory unless required by local code. If mandated, then disposable single use brushes or a common brush placed in the sanitizer solution must be used.
  - Thoroughly rinse hands to remove the soap
  - Dry hands using disposable paper hand towels
**Fingernails**
- Fingernails should be trimmed, clean, and well groomed.
- Ragged nails harbor bacteria and are very difficult to keep sanitary.
- Fingernail polish should not be worn when preparing food.

**Cuts and Abrasions**
- Wounds and open sores should be antiseptically bandaged with a blue bandage and the bandage covered with a waterproof protector such as a vinyl glove or finger cot.
- Blue bandages are easier to see if they happen to fall off and into any food.
- Any wounds or open sores which become infected should be reported to management immediately.

**Jewelry**
Remove excessive jewelry (except a plain wedding band or medical alert bracelet) for several reasons:
- To prevent a physical contamination of food, to encourage a more thorough washing of hands and arms (in the case of bracelets, watches, and rings)
- To prevent employee injury from jewelry that could be caught on equipment (such as necklaces, bracelets, earrings, or rings), or to prevent injury from jewelry touching hot surfaces.

**PERSONAL ACTIVITIES**

**Tobacco**
- Tobacco products, including smoking or dipping, are not allowed in food service, preparation, equipment, or utensil washing areas.

**Eating, Drinking & Gum Chewing**
- Food handlers must not smoke, eat, chew gum, spit, or use tobacco products in food preparation areas.
- Saliva, which is filled with bacteria, contaminates the hands during these activities and is easily transferred to food, which can cause illnesses.
- Drinking may be allowed in food preparation areas depending on the local Health Authority.
- Check with Management on when and where you are allowed to eat and drink.

**Illness**
- Symptoms such as vomiting, diarrhea or excessive coughing and sneezing can be a sign of a communicable or infectious disease.
- Any Team Members that are sick with these symptoms are required to report their illness to management immediately and must not work in the restaurant.
- Please see the Team Member Reporting & Exclusion Policy.

[Revised 3/2008]
3.21 TEAM MEMBER REPORTING & EXCLUSION POLICY

There are numerous organisms associated with food borne illness and a wide range of communicable diseases and infections that may be transmitted by infected food handlers to our guests through food or food utensils. The FDA Food Code identifies some of the more common symptoms of illnesses that can be easily spread by food including diarrhea, vomiting, jaundice, sore throat with fever, infected wounds and discharges from the nose and mouth.

The Food Code singles out five particularly dangerous organisms because they are both highly infectious and highly virulent. These organisms have been referred to as “The Big Five” and include Salmonella spp., Shigella spp., enterohemorrhagic or shiga toxin-producing E. coli, Hepatitis A Virus, and Norovirus.

To reduce the risk associated with these diseases and protect the health of both our Team Members and our guests, information concerning the health status of food-handling Team Members must be disclosed to management.

The Team Member Reporting and Exclusion Policy outlines the means by which Team Members should report to management information about their health and activities as they relate to these diseases and other high risk situations. The Team Members should report the information in a manner that allows the management to prevent the likelihood of food borne disease transmission. This policy further provides guidelines for management regarding when to exclude a Team Member from working in the restaurant and under what conditions the excluded Team Member can be reinstated.

To ensure that our Team Members are fully aware of the need to report certain conditions, every applicant to whom a conditional offer of employment has been made and every existing Team Member is required to read, understand and acknowledge this policy by signing the Health Condition Form and the Employee Reporting Agreement. These two documents will serve to notify the manager of recent and current conditions of concern and will document the Team Member’s understanding and acceptance of the Team Member Reporting obligation.

[Revised 1/2006]

3.22 TEAM MEMBER CONDUCT POLICY

All Team Members are expected to show professionalism and good conduct at all times. If you visit a Brinker International, Inc. restaurant before or after work or during your day off, your behavior and that of your guests is your responsibility. You can be terminated for improper conduct.

[Revised 12/2004]
3.23 WORK SCHEDULE POLICY

Team Members must give schedule requests to their manager, who will attempt to honor schedule requests subject to staffing needs and limitations. Managers will post all schedules prior to the schedules’ effective dates. You are responsible for knowing your schedules, and for either working or covering your scheduled shifts.

Shift changes must be written in the shift change book and approved by a manager, who will initial the change. Failure to follow proper shift change procedures can result in disciplinary action, up to and including termination. Team Members serving military reserve duty should give managers as much advance notice as possible (see Leave of Absence Policy).

[Revised 12/2004]

3.24 AUDIO AND VIDEO RECORDING POLICY

It is a violation of Brinker International Payroll Company, L.P. policy to use an audio or video recording device unless prior approval is received from your manager, a member of upper-level management, or a PeopleWorks representative, or all parties give their consent to the recording.

This policy encourages Team Members to express themselves in an open and honest way. Concerns about having a conversation secretly recorded can inhibit or prevent spontaneous and honest dialogue, especially when sensitive or confidential matters are being discussed. Violation of this policy will result in disciplinary action, up to and including termination.

[Revised 1/2006]

3.25 SOLICITATIONS AND INFORMATION DISTRIBUTION POLICY

SOLICITATIONS

Team Members may not solicit any other Team Member during working time, nor may Team Members distribute literature in work areas at any time. Under no circumstances may a Team Member disturb the work of others to solicit or distribute literature to them during their working time. Persons not employed by Brinker International Payroll Company, L.P. (“Brinker”) may not solicit Brinker Team Members for any purposes on Brinker International, Inc. (“Company”) premises. No Team Member may use Company property for personal gain.
BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS POLICY

Bulletin boards maintained by the Company are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning Company business
- Announcements of a business nature, which are equally applicable and of interest to Team Members

All posted material must have authorization from your manager/supervisor. Team Members are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Team Members are not to remove material from the bulletin boards.

[Revised 12/2004]

3.26 REFERENCE CHECKING PROCEDURE

If someone from outside Brinker International Payroll Company, L.P. ("Brinker") calls to obtain information about your employment with Brinker, it is Brinker’s policy to provide only the following information on current and former Team Members:

- Name
- Position
- Dates of Employment
- Verify Salary (with written authorization from the Team Members)

Employment and wage information can be obtained most conveniently by following these steps.

What do you need to do?

1. Call “The Work Number” Employment Verification Services at 1-800-367-2884 or www.theworknumber.com
2. Enter the following information:
   a. Your company code 10312
   b. Your Social Security Number
   c. Your PIN which is your date of birth (example: January 1, 1965 would be entered as 010165)
3. You will be given a 6-digit salary key. This code is good for one time. Write it down because you’ll need to give this number to your lender/verifying agency.
4. Give the authorization number to the person requesting Team Member verification.

What does the person needing the Team Member verification do?

1. Call 1-800-367-5690 or go to www.theworknumber.com
2. When prompted, enter the following information:
   a. The Company Code: 10312
   b. Your Social Security Number
   c. Salary key provided to verifier by Team Member
3.27 RESIGNATION PROCEDURE

If you are considering leaving Brinker International Payroll Company, L.P. ("Brinker") for any reason, please talk with your manager first before your final decision is made. Depending on the reason for leaving, another alternative may be worked out that better serves you and Brinker.

However, if after full consideration you decide to leave, you are requested to provide a written, 2-week advance notice. If you provide such a notice, vacation days may not be included in the 2-week period (See Vacation Benefits and Policies) and your remaining employment continues to be “at will” (see Employment at Will Policy). If a Team Member’s performance is not up to standard during the 2-week notice period, the manager may ask the Team Member to leave prior to the end of the period.

[Revised 12/2004]

3.28 BRIDGING TENURE

If you are rehired by Brinker International Payroll Company, L.P. ("Brinker") within thirty-one (31) days from the date of your termination from Brinker, your tenure with Brinker may be bridged.

[5/2008]
Chapter 4
CREATING A SAFE AND SECURE WORK ENVIRONMENT

Brinker strives to provide a safe, secure and comfortable environment for our Team Members and guests. Your awareness may prevent crime or increase the possibility of apprehension if a crime does occur. If in doubt, let your Manager know of anything suspicious or call the police.

4.1 GENERAL SECURITY PROCEDURES

CONTROL YOUR ENVIRONMENT

- Place valuable items out of sight, in a locked area if possible.
- Be discreet; don't openly discuss your social life or vacation plans, or those of managers or Team Members.
- Keep windows and doors clear and open so people can see what's happening from inside and outside the restaurant.

NOTIFY THE POLICE ABOUT SUSPICIOUS PERSONS

- Trust your instincts. Don't hesitate to report anything that makes you suspicious.
- Don't stereotype the typical criminal.
- Be alert to any suspicious person loitering in or near your restaurant with no apparent intention of making a purchase. (For example, be aware of a person sitting in a parked car or an unfamiliar guest who asks questions about how many Team Members are in the Restaurant when you close.)
- Don't rush to conclusions about a customer's intentions, but don't be afraid to notify your manager.
- Make certain that the telephone number of the police department is readily available.
- If it is impossible for a manager to get to a phone, you or a guest may have to call the police and give them a description of the suspicious person or vehicle.

OPENING SAFETY PROCEDURES

- Always try to enter through the front door or the most visible door to the street of the restaurant.
- Two people are required to open and close the restaurant (such as a Manager and another Team Member).
- Prior to entering the restaurant, drive around the building looking for anything or anyone suspicious.
- Do not enter the building if there are strange cars or people nearby. Leave the area, call the police, and let the police check the situation before entering.
- Always keep the front door locked prior to the restaurant opening.
- Enter and exit the building using the safe environment procedure. A manager waits in the restaurant while a second Team Member exits and gets in his or her car, the manager exits and the Team Member watches the manager enter his or her car. Reverse the process for opening.
BACK DOOR/UNAUTHORIZED PERSONS

- Be cautious when you exit through the back door to empty trash, open doors for delivery personnel, or for any other work requirement.
- Do not prop open the back door for deliveries or taking out the trash.
- Make sure the door closes completely and locks.
- Always try to enter and leave through the front door of the restaurant or the most visible door to the street.
- Do not open the back door for any unfamiliar people. Check the identification of anyone you do not know who claims to be a new Team Member, delivery person, sales person, inspector, corporate employee, or repair person.
- Do not allow delivery people to carry anything out of the restaurant unless authorized by the manager.

OFFICE/MONEY

- The office door must be locked at all times.
- When exiting the office, check to see that the door closes completely and locks.
- Do not discuss information, such as sales volumes or available cash.
- Money should never be left on the desk without the manager's approval.
- The safe should never be left open.

 CLOSING/AFTER DARK PROCEDURES

- The closing manager and at least one Team Member must leave the restaurant using the safe environment procedure.
- Premises should be well lit, including entrances, exits and parking areas.
- Thoroughly check the parking lot for anyone sitting in a car or other suspicious situations.
- If anything appears to be unusual, do not unlock the front door; notify the manager and/or police.
- After closing, if anyone approaches the front door, do not open it. If the person appears to be hurt or needs assistance, notify the manager and/or police.
- Team Members should leave the building in groups, and the manager must watch the Team Members walk to their cars.

PARKING YOUR CAR

- Park in areas that are well lit after dark.
- Look around before you get out of your car.
- Always lock your car doors, no matter how soon you plan on returning.
- Keep valuables and packages locked in the trunk.
- Exercise extra caution and alertness when using underground and enclosed parking garages.

RETURNING TO YOUR CAR

- Have your car keys in hand before you get to your car.
- Be aware of occupied cars around you.
- If you are carrying packages, try to keep one hand free, even if it means making an extra trip.
- Look inside and under your car before you unlock the door.

[Revised 12/2004]
4.2 SECURITY AND CASH HANDLING PROCEDURES POLICY

As a Team Member of Brinker International Payroll Company, L.P. (“Company”), you are responsible for providing a safe, secure environment for Team Members, guests and yourself. In order to assist with this effort, the Company has certain policies and procedures in place. A violation of any of these policies and procedures will result in disciplinary action, up to and including termination. These procedures are outlined as follows:

- No manager or Team Member is allowed to be in the restaurant alone. Team Members that remain with management at the beginning or end of a shift must be clocked in. Violation of this will result in termination.
- The safe environment must be maintained while entering and exiting the building as defined in the safety video. Violation of this will result in termination.
- The back door cannot be opened for any reason one hour prior to close.
- The back door should only be opened to persons recognized as having appropriate business with the restaurant. If that cannot be determined, then the person should be directed to the front door if the restaurant is open, or denied entry until proper identification is established if the restaurant is not open. Control of the back door is the responsibility of all employees.
- All front and side doors must remain locked until the designated time (unlocked 15 minutes before opening, and secured 15 minutes after close)
- All parts of the alarm system must be in working order and executed daily, including setting perimeter alarms once the last guest has left the building.
- No manager or employee should ever leave the building in pursuit of a guest or another employee.

SECURITY CAGE

- Regular cage procedures:
  » The security cage and back door cannot be open at the same time, even for deliveries. Deliveries should be staged inside the cage, the cage locked and then the back door opened.
- Small cage procedures:
  » If the cage is too small to stage deliveries, the following procedure applies: Stage the delivery in the cage and back dock area with the cage open and the back door closed. The gate to the back dock must then be closed and secured prior to opening the back door. A manager must be present during the entry through the back door.

CASH HANDLING POLICY

Cash Handling Procedures:

- The safe must be closed and locked when not in use.
- The office door must be locked while checkouts are performed, and only one checkout should be taken at a time.
- It is never acceptable for a Team Member to repay money lost during a shift, including money lost due to walkouts. The manager should document each loss as cash handling performance issue. Any verbal counseling should be documented in the Team Member’s file.
- Repeated cash handling issues, including walkouts and failure to provide correct change, should be treated as performance issues for the Team Member. Walkouts alone should not merit termination.
Cash Handling Policy Violations:

- Inappropriate use of company funds for personal gain:
  - conversion of a negotiable instrument to cash for alternative use (e.g., gift cards, coupons, etc.);
  - writing personal checks, or knowingly accepting hot checks;
  - petty cash fraud;
  - theft of cash;
  - “borrowing” money for personal use from petty cash and/or writing IOU’s.

- Credit card fraud:
  - credit card theft;
  - double swipe of a credit card for fraudulent purposes;
  - manual entry of credit card after swipe for fraudulent purposes;
  - converting cash sales into credit card sales;
  - cash advance on credit card.

- Manipulation of financial numbers:
  - sales manipulation;
  - contest manipulation;
  - inventory padding;
  - falsification of operating expenses.

- Theft or conversion of company property for personal gain:
  - selling company property and keeping the proceeds;
  - exchanging company services for personal use or benefit;

- Payroll Manipulation:
  - allowing a Team Member to work off of the clock;
  - paying Team Members out of petty cash to conceal legitimate payroll expense;
  - time card fraud.

- Void, Comp and Discount Abuse.
- Re-opening guest checks for fraudulent purposes.
- Paying worker’s compensation claims through petty cash and/or concealing worker’s compensation accidents.
- Willful vandalism or destruction of company property.
- Soliciting a vendor for personal gain.

Any mention of “manager” in this policy also includes key Team Member, MP/GM, AD and RD.

[Revised 3/2008]
4.3 SAFETY POLICY AND GENERAL GUIDELINES

The explicit policy of Brinker is to provide a safe working environment for its Team Members and guests. To facilitate this goal, Brinker has developed a comprehensive safety program to ensure all reasonable safeguards are taken to create a safe working environment.

Management has given this program its total support and requests the total commitment of the entire team. We have the responsibility to prevent the occurrence of situations that lead to accidents. The safety program demands that all employees give the Safety Program their personal attention, effort and support.

The consideration of worker safety on a daily basis bears as high a priority as any other consideration in our operation. Our people are the company's most important asset and their safety is of great concern. It is only through individual and group efforts that we can make each workplace as safety conscious as possible.

GENERAL SAFETY GUIDELINES

1. Report all potential hazards to a manager immediately, especially things that can cause harm to Team Members or guests (e.g. slippery areas, dangerous storage, security issues, etc.).

2. Team Members must wear approved footwear which are closed-toe shoes with slip-resistant soles that are safe on wet surfaces. Shoes must be clean and in good repair.

3. Horseplay is not allowed. No running, tossing of items, wrestling, etc.

4. Liquid spills, debris and/or grease on floors must be cleaned up and the floor dried immediately.

5. Glass must be discarded in receptacles without liners and labeled Glass Only.

6. Trash, discarded boxes, etc. must be kept out of walkways and doorways.

7. Use ice scoop at all times. Ice suspected of contamination with broken glass must never be used. Discard the ice immediately and clean the ice bin.

8. Non-routine work should not be completed in the dining areas during operational hours, e.g., changing light bulbs, dusting, etc.

9. Discard waste shortening using an approved handling device such as a “shortening shuttle” or an equivalent system. Waste shortening must be moved by two people and must never be transported on a two-wheeled dolly.

10. Cut-resistant gloves must be worn on the off hand when using knives for prep work, including the cutting of garnishes and bread.
11. Items weighing 30 pounds or more must be stored at waist height. Ask for help when handling these items. Always follow safe lifting procedures. Use rolling carts to move heavy or bulky items.

12. A stepladder should be used to reach items over shoulder height.

13. Chemicals are not to be used prior to instructions in accordance with Brinker International Hazards Communication Program.

14. Personal protective gear (e.g. goggles, rubber gloves, apron) must be used when handling chemicals, in accordance with the Brinker Hazards Communication Program.

15. Team Members are required to keep all training, reference, and job task manuals up to date, as well as implementing those changes contained in the updates.

REPORTING TEAM MEMBER INJURIES/GUEST INCIDENTS

- If you are injured at work, notify the Manager on Duty immediately.
- If you feel you need to seek medical treatment for a work related injury, discuss the situation with the Manager on Duty before seeking treatment.
- If you witness a guest injury/incident, notify the manager on duty immediately.

[Revised 2/2007]

4.4 SAFETY TRAINING

Team Members of Brinker International Payroll Company, L.P. ("Brinker") must complete the following safety training prior to beginning work at a restaurant:

- Complete the Restaurant Safety e-learning module accessible through the Brinker Learning Center Online.
- Understand it is each Team Member’s responsibility to know the Team Member Safety Responsibilities and to exercise them for a safe work environment.
- Know Brinker’s Hazard Communication Program is located in the Manager’s office and that the Material Safety Data Sheets (MSDS) are located in the Right-to-Know station (Back of the House).
- Understand how to read the three important sections on each MSDS sheet.
  » Health Hazard Data Section – Potential hazards of chemical products and first aid procedures to be taken with each one. Team Members must know how to read an MSDS sheet and be able to find the first aid information on it.
  » Control Measures – Proper handling of chemical products. Team Members are trained in the safe handling and use of chemical products at each restaurant.
» Hazardous Ingredient Section – Lists ingredients defined as hazardous. Understand the importance of reading product labels to identify chemical hazards and determine how to safely use the product.

- Understand the Occupational Safety and Health Administration (OSHA) Standards for Hazards Communication and a Team Member’s right to know about possible chemical hazards in the workplace.
- Know where to find Personal Protective Equipment (PPE) at the restaurant. Know how to use, when to use, and how to maintain it.
- Identify which operations at the restaurant involve the use of hazardous products and understand how to use those products safely.
- Understand how/when to report an accident.
- Understand how/where to seek treatment.
- (For California Restaurants) Emergency Response/Contingency Plan for Carbon Dioxide:
  » Read and understand the Safety Training Guidelines for Carbon Dioxide
  » Sign the Carbon Dioxide Acknowledgement Form
  » Know where to find the Federal, State and Local emergency response contact numbers
- Review and understand the Restaurant’s Emergency Evacuation Plan which is posted at or near the Team Member communication board.

[Revised 3/2008]
I acknowledge that I have reviewed a copy of the Brinker Policies & Procedures Manual (the "Manual"). I have read it, understand it, and agree to follow the policies, procedures and practices. Additionally, I agree to ask for an explanation from my manager or from the PeopleWorks Department if there is anything in the Manual that I don’t understand.

I acknowledge that I have read and had the opportunity to discuss the following specific sections of the Manual with a manager prior to signing this form:

1. Agreement to Arbitrate
2. Release and Waiver of Liability Policy
3. Equal Employment Opportunity and Anti-Harassment Policy
4. Problem Resolution Procedures / Whistle Blower Policy
5. Employment at Will Policy
6. Drug and Alcohol Abuse Policy
7. Alcohol Service Policy
8. Team Member Weapons Policy
9. Workplace Violence Policy
10. Personal Relationships Between Team Members Policy
11. Americans with Disabilities Act Policy
12. Supplier Partner Support Policy
13. Time Card Policy
14. Tip Credit and Reporting Policy
15. Dissemination of Company Information
16. Logos and Trademark Use Policy
17. Team Member Reporting & Exclusion Policy
18. General Security Procedures
19. Security and Cash Handling Procedures Policy
20. Safety Policy and General Guidelines
21. Safety Training

I understand that the Manual is continually reviewed and may be changed, amended or terminated at any time.

I understand that this Manual is not and was not intended to serve as a contract between Brinker International Payroll Company, L.P. (“Brinker”), or any of its related companies, and myself regarding the nature or duration of my employment, or any promise of future benefits, with the exception of the Agreement to Arbitrate. No provision in the Manual is intended to constitute a waiver of the Agreement to Arbitrate. If Brinker amends or terminates the Agreement to Arbitrate, the amendment or termination shall not be effective until 10 days after reasonable notice of the amendment or termination is given to Team Member and such amendment or termination will not impact disputes that arose prior to the date of the amendment or termination.

My signature below indicates that I have read, understand and am in compliance with each policy in the Manual and is a condition of my employment with Brinker. I further understand that if I violate the terms of the policies during the course of employment, I may be subject to discipline, up to and including termination.

Print your name

Your signature                  Date

[Revised 5/2008]