

Terms and Conditions

APPLICANT'S CERTIFICATION AND ACKNOWLEDGEMENT INCLUDING DISPUTE RESOLUTION PROGRAM AGREEMENT

1. I understand the position description of the job for which I am applying, and I am able to perform the essential functions of that position, with or without reasonable accommodation.
2. I certify that all of the information I have provided is true and complete, and I understand that falsification or omission of information may result in denial of employment or, if hired, may result in termination regardless of the time lapse before discovery.
3. In exchange for the Company's consideration of my application for employment, I agree that all disputes arising out of this application for employment or any other pre-employment process shall be governed by the Company's Dispute Resolution Program ("DRP"), the terms of which are set forth below. I understand that, as a result, mediation, and if unsuccessful, arbitration will be the sole and exclusive remedies for any claims covered by the DRP and I agree not to pursue any such claims in court through a judge or jury.

I understand that, if employed by the Company, the DRP is a condition of my employment and I will be bound by the DRP throughout my employment.

4. I understand and expressly agree that, if I am selected for hire, then in consideration of my employment by the Company, my employment will be "at will," which permits me or the Company to terminate the employment relationship at any time, for any reason, with or without cause or notice.

I further understand that no Company supervisor or representative other than the CEO and President of the Company (or the applicable affiliate) has the authority to enter into an agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing, and then only in a writing signed by that executive and addressed specifically to me.

5. I understand that if the Company extends a job offer to me, it will be conditioned on all the following:
 - a) My signing a Company-provided consent form authorizing the Company to conduct a background investigation, which may include the Company obtaining a consumer report;
 - b) My passing the background check required for the job for which I have applied;
 - c) My completion of a drug test. I understand that, to the greatest extent permitted by applicable law, the Company reserves the right to require testing for alcohol or illegal drugs at any time during employment with the Company consistent with the Company's written policy;
 - d) My signing, on the Company's request, any or all of the following agreements:
 - i. Proprietary Information and Invention Assignment Agreement;
 - ii. Legal and Ethics Standards Compliance Statement;
 - iii. Dispute Resolution Program
6. I further understand that all e-mail or other documents received, sent, or stored on the Company's computers or other equipment is at all times Company property, that such e-mail and other documents may be searched at any time, and that I have no privacy right in any such e-mail or other documents.

7. I agree, upon termination of employment, to return all of the Company's property in my possession, including but not limited to keys, uniforms, manuals, cellular telephone, computer, and all company documents in any form.

I acknowledge that I have had ample opportunity to read the above and that I understand all of the provisions of this acknowledgement.

Dispute Resolution Program

Purpose of this Program

Cabinetworks Group (together with its parent, subsidiaries, divisions, business units, affiliates and any related entities, collectively the "**Company**") are committed to creating and maintaining a positive and pleasant workplace and to building a relationship with employees based on trust and open communication.

Differences occasionally arise between employees* and the Company, both during and after the employment relationship, that may encompass a range of issues arising out of, or relating to, the employment relationship. Most of these differences are successfully resolved through the Company's Open Door Policy or informal discussions. In those rare instances where informal discussions and the Company's internal procedures do not produce a mutually satisfactory result, litigation may be the only recourse to resolve these differences. Unfortunately, the litigation process tends to be costly and very time consuming to all parties involved. We believe there is a better and more effective way of resolving such disputes: a two-step dispute resolution mechanism of mediation and arbitration that is independent, fair, and equitable to all parties.

Generally speaking, arbitration is a process where the parties to a dispute each present their case, including evidence, to a neutral third-party decisionmaker called an "arbitrator," rather than to a judge or a jury. Mediation is a process where the parties attempt to resolve the dispute informally prior to a full arbitration hearing.

Under this Program, all covered claims and disputes between the Company and the Employee, explained further below, that are not resolved through either the Company's Open Door Policy or other informal or human resource channels, shall be resolved through mediation and, if necessary, binding arbitration. The mediation and arbitration will be conducted by an independent, and neutral third party, the American Arbitration Association.

This Program is a condition of your employment and sets forth the exclusive procedures for resolving various disputes, claims, and controversies relating to your employment, so you should carefully review the entirety of this Program. Accepting, commencing, or continuing employment with the Company after your receipt of this document shall constitute acceptance of this Program as a condition of your employment.

If you have any questions about the Program, you should direct them to Human Resources.

Covered Beneficiaries

As used in this Program, the terms "Covered Beneficiary" and "Covered Beneficiaries" mean and include all of the following persons:

* Employees include current and former non-unionized employees, as well as all applicants for employment.

- Any current or former officers, directors, partners, agents, employees, representatives, owners, shareholders, benefit plans, administrators, fiduciaries, successors, and/or assigns of the Company.
- Any of the Company's current or former parent companies, subsidiaries, brother or sister companies, or affiliated companies, including the current or former officers, directors, partners, agents, employees, representatives, owners, shareholders, benefit plans, administrators, fiduciaries, successors, and/or assigns of any of them.

Each Covered Beneficiary is a third-party beneficiary of the rights and obligations created by this Program and is entitled to enforce this Program with respect to the arbitrable claims identified below.

Except as prohibited by law or otherwise provided by this Program, Employee and the Company agree that the arbitrable claims identified below – whether asserted by Employee, by the Company, or by a Covered Beneficiary – shall be resolved exclusively by final and binding arbitration before a neutral arbitrator in accordance with the terms of this Program, unless the arbitrable claim is otherwise resolved by a mutual agreement outside of arbitration or the dispute is resolved through mediation.

Claims and Disputes Covered by this Program

The disputes covered by this Program include any claim or controversy under applicable local, state or federal common or statutory law between Employee (including Employee's agents, representatives, successors, or assigns), on the one hand, and the Company and/or a Covered Beneficiary, on the other hand, arising out of or in any way relating to the employment relationship between Employee and the Company and/or a Covered Beneficiary. This includes, but is not limited to, theft of property; misuse of Company information; misappropriation of trade secrets; fraud; wages or other compensation due; breach of any contract; violations of public policy; negligence; intentional torts; any alleged exception to the workers' compensation laws; defamation; all forms of discrimination, harassment, and retaliation; denial of fringe benefits; violation of any federal, state, local, or other governmental law, statute, regulation, or ordinance; and, any other matters arising under any federal, state, and/or local constitutions, statutes, regulations, common or statutory law. It is the intent of all parties to submit to mediation and arbitration, to the fullest extent permitted by law, all covered disputes and claims the Company and/or Covered Beneficiary might have against the Employee and all covered disputes and claims the Employee might have against the Company and/or Covered Beneficiary. Because this Program promotes mediation and arbitration as the exclusive remedy for claims and disputes covered by this Program, and because the Company is engaged in interstate commerce, the Company and the Employee agree to be bound by those laws best promoting the enforceability of mediation and arbitration agreements, including the Federal Arbitration Act, federal common law, and any applicable laws promoting arbitration.

To the maximum extent permitted by law, this Program's coverage shall include any and all arbitrable claims accruing both prior to and subsequent to the Effective Date identified below.

Claims and Disputes Not Covered by this Program

Claims and disputes not covered by this Program are those that are not arbitrable as a matter of law, claims for workers' compensation benefits, claims for unemployment insurance benefits, claims for disability insurance benefits, claims for public injunctive relief, claims arising out of

18 U.S.C. § 1514A, the Sarbanes-Oxley Act of 2002, as amended, claims under any of the Company's employee welfare benefit and pension plans that contain a specific, applicable dispute resolution procedure. Furthermore, any claims relating to the enforceability or validity of this Program and/or claims or questions of arbitrability, must be decided in a court of law consistent with the Federal Arbitration Act. In the case of a dispute involving benefits under any of the Company's employee welfare benefit or pension plans that contain a dispute resolution procedure, the Company and the Employee agree the filing and appeal procedure contained in those plans must be utilized.

Class Action Waiver

Except as otherwise required under applicable law, the Employee and the Company agree that class action, collective action and representative action procedures shall not be asserted, nor will they apply in any proceeding under this Program. Neither the Company nor the Employee may assert class action or representative action claims under this Program; each may only submit their own, individual claims under this Program and may not seek to represent the interests of any other person or entity. The Arbitrator shall have no authority to proceed with, or preside over, the arbitration of any claim on a class action, collective action, or representative action basis. However, absent a negotiated protective order or a separate confidentiality agreement, neither the foregoing nor any other portion of this Program shall prohibit Employee from discussing any arbitral claim with Employee's current or former coworkers or prohibit Employee from coordinating the timing or filing of a demand for individual arbitration under this Program with a demand for individual arbitration by Employee's coworkers.

Unless otherwise specifically prohibited under applicable law, both the Employee and the Company retain the right to file, in a court of competent jurisdiction, an application for provisional or preliminary injunctive relief. The filing of such an application shall not operate as a waiver of the right or obligation to mediate and arbitrate claims and disputes covered by this Program, including any claims relevant to the application for preliminary injunctive relief. Although a court may grant or deny provisional or preliminary equitable relief, only the Arbitrator under this Program shall have the sole authority to grant final damages including monetary damages, declaratory relief, permanent injunctive relief, and any other final equitable remedy permitted by law.

Applicable Mediation and Arbitration Rules

The American Arbitration Association ("AAA") is a public service, nonprofit organization that offers a wide range of independent, neutral dispute resolution services to private individuals, businesses, and associations. Because of the experience of the AAA in mediating and arbitrating disputes, the Company and Employee will be subject to the AAA Employment Arbitration Rules and Mediation Procedures (in effect at the time the dispute arose) and this Program. Copies of the applicable AAA rules may be obtained from the Company's Human Resources Department or from the AAA at <https://www.adr.org/employment>.

Mediation

If a dispute arises between the Company and the Employee that cannot be satisfactorily resolved through the Company's Open Door Policy or other internal human resource channels, the Company and the Employee must first attempt to resolve the dispute through mediation by the AAA. The Employee and the Company (and, as appropriate, a Covered Beneficiary) will work together to choose a neutral, third-party mediator from AAA to handle the mediation process. The Company will pay the cost for a one-day AAA mediation, not to exceed eight (8) hours. The Employee, the Company, and any Covered Beneficiary participating in any pre-arbitration

mediation may retain and be represented by an attorney at the mediation. Each party shall be responsible for its own attorney's fees.

All statutory and common law provisions that protect and preserve the confidentiality of the mediation process will be respected by the parties, the mediator, and the representatives of the parties, to the maximum extent permitted by law. Absent a court order to the contrary, no party to the mediation, their representatives, or the Mediator, will violate the confidentiality afforded the mediation process in the jurisdiction where the mediation is held or violate Federal Rule of Evidence 408 or any state counterpart.

Arbitration

If the dispute is not resolved through mediation, the dispute shall be resolved by exclusive, final and binding arbitration by the AAA before a single, neutral Arbitrator knowledgeable in employment law who shall apply the substantive law (and the law of remedies, if applicable) of the state in which the arbitral claims arose, or federal law, or both, as applicable to the arbitrable claims asserted.

The Arbitrator shall not have any power to apply any substantive law other than the state and/or federal law of the jurisdiction where an arbitral claim arose, unless application of a different law would be permissible under that jurisdiction's choice of law principles. The Arbitrator's decision shall be final and binding upon both the Company and the Employee. Judgment upon an award rendered by the Arbitrator may be entered in any court having jurisdiction.

Fees and Expenses

As a benefit to employees, the Company will pay all of the Arbitrator's expenses and fees. The Company will also pay the AAA's arbitration administrative fees to the extent they exceed any fee or cost the Employee would be required to bear if the arbitrable claims alleged were brought in a court of competent jurisdiction. The Company will also be responsible for any administrative fees unique to arbitration.

Right to Representation

The Employee and the Company have the right to be represented by an attorney during any phase of the mediation and arbitration proceedings. The expenses of such representation shall be the sole responsibility of the party retaining the attorney. This provision does not limit the right of either party to recover prevailing party attorneys' fees and costs under applicable law.

Time Limits

To ensure the timely resolution of disputes, the Company and the Employee are encouraged to file a Request for Mediation as soon as possible. In the case of a claimed statutory violation, the time limit imposed by the applicable statute of limitations shall govern when either the Company or the Employee must file the Request for Mediation. If a statutory violation is not claimed, then the Request for Mediation must be filed within one year after the claim accrued unless a different period is specifically provided by law or in an express written agreement between the Company and the Employee. The failure of either the Company or the Employee to file a Request for Mediation within these time limits will forever bar any claim involving that dispute. If the mediation does not resolve the dispute, the party who desires to proceed to arbitration must file a Request for Arbitration before the time limit imposed by the applicable statute of limitations following accrual of the claim. The failure to file a Request for Arbitration within this time period will forever bar any claim involving that dispute. The Arbitrator shall have exclusive

authority to decide whether or not a Request for Mediation and the Request for Arbitration have been timely filed.

The Request for Mediation and Request for Arbitration forms may be obtained from the Company's Human Resources Department or are available at <https://adr.org/forms>.

Administrative Conference

To permit the consideration of any issues and procedures that will expedite the arbitration in a fair and equitable manner, at the request of either the Employee or the Company, an Administrative Conference with the AAA will be held. Unless agreed to in writing by the parties, all outstanding disputes that either the Company or the Employee might have against the other will be decided by the Arbitrator in the same proceeding.

Waiver of Judge or Jury Trial

Employee and the Company knowingly and voluntarily waive, to the fullest extent permitted by law, any right (including any statutory or constitutional right) to have any dispute, claim, or controversy covered by this Program resolved or decided by a judge or a jury.

Arbitrator

The Arbitrator will be independent and impartial and no person shall serve as an Arbitrator who has any financial or personal interest in the result of the proceeding. The Arbitrator shall promptly disclose in writing to the parties and the AAA any circumstances that would prevent the Arbitrator from acting independently and impartially. Either party may request the disqualification of an Arbitrator for the same reasons as a federal district court judge is subject to disqualification under federal law. When an Arbitrator has been challenged by either party, the other party may agree to the challenge or the Arbitrator may voluntarily withdraw. If neither agreed disqualification nor voluntary withdrawal occurs, the challenge shall be promptly decided by the AAA and its decision shall be final and binding.

In selecting an Arbitrator, the AAA shall be required to send each party an initial list of ten potential Arbitrators. If for any reason an appointment cannot be made from this list, the AAA shall promptly send each party a second list of ten potential Arbitrators. If for any reason an appointment cannot be made from the second list, the AAA shall have the power to make an appointment from among other members of the panel without submitting an additional list.

If for any reason an Arbitrator is unable to perform the duties of the office, the AAA may declare the office vacant and the vacancy will be filled according to the procedures for the initial appointment of an Arbitrator.

Discovery

The parties are encouraged to agree upon the extent of discovery that shall take place prior to the arbitration hearing. Discovery shall be conducted in the most expeditious and cost-effective manner possible, and shall be limited to that which is clearly relevant and material to the dispute and for which the party has a substantial, demonstrable need. The scope and extent of discovery shall be consistent with the AAA Employment Arbitration Rules and Mediation Procedures in effect when the arbitration is demanded. Upon request, either party shall be entitled to receive at least thirty days prior to the arbitration hearing, information and documents which meet the criteria for discovery. Upon written request, the parties shall be entitled to take at least one deposition thirty days in advance of the arbitration; the parties will designate that individual

whom they wish to depose but the individual must have direct knowledge of the issues in dispute.

The Arbitrator shall have the authority to order or permit additional discovery consistent with the expedited nature of arbitration, if the arbitrator finds that additional discovery is necessary to ensure that each party has the opportunity to adequately arbitrate the claims, issues, and defenses in dispute. The Arbitrator shall also have the power to rule on discovery motions; to impose terms, conditions, or limitations on discovery that promote an efficient, cost-effective arbitration process; and to enforce the rights, remedies, duties, and obligations of discovery by imposing consequences, liabilities, sanctions, and penalties (except the arrest or imprisonment of a person) consistent with those available in like circumstances in a civil action in a United States District Court.

Any disputes regarding discovery shall be decided by the Arbitrator and the Arbitrator may grant, upon good cause shown, either party's request for discovery in addition to or limiting that expressly provided in this Program.

Record

To ensure that both parties have an opportunity to review a record of the arbitration, the Arbitrator will maintain, in cooperation with the parties, a record of the arbitration proceedings for a period of one year after the Arbitrator's award is issued. The record is to include at a minimum all documents and exhibits produced in connection with the hearing, all briefs submitted by the parties, the award of the Arbitrator, a record of the arbitration hearing, and the written decision of the Arbitrator. A record of the arbitration hearing may be made by verbatim transcription, at the election of either party. The party making the election shall pay the costs associated with the transcription. All aspects of the arbitration, including the record, are confidential and not open to the public except to the extent both parties might otherwise agree in writing, the record is necessary for any subsequent proceeding between the parties, or the record is necessary to respond to an order of a governmental agency or legal process.

In conducting the arbitration hearing, technical compliance with the rules of evidence shall not be necessary. However, applicable law with respect to privilege, including attorney-client privilege, work product, and compromise and offers to compromise must be followed.

Arbitration Award and Decision

The Arbitrator may award any remedy or relief that would have been available to the parties in their individual capacities had the matter been heard in a court or administrative body of competent jurisdiction under the substantive law of the relevant jurisdiction. The Arbitrator shall issue a written decision revealing the essential findings and conclusions upon which the Arbitrator's decision and/or award is based. Except as otherwise provided by law, the Arbitrator's decision will be final and binding upon the parties.

Upon a finding that either the employee or the Company has sustained the burden of persuasion as to a legally cognizable claim, the Arbitrator shall have the same power and authority (and no more) as would a judge in court to grant monetary damages or such other relief (including reasonable costs and attorney fees) as may be in conformance with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The Arbitrator has the same power and authority to grant summary judgment as would a judge in court in the relevant jurisdiction. The Arbitrator is empowered to enforce offers of judgment and similar statutory

mechanisms in the relevant jurisdiction. Both parties have a duty to mitigate any damages that might have been sustained.

Employment Status

This Program does not in any way alter the “at-will” status of an Employee’s employment. Nothing in this Program will limit an Employee’s right to resign from the Company, or the Company’s right to terminate the Employee’s employment for any reason at any time.

Location

Unless otherwise agreed to by the parties, any mediation or arbitration will take place at the AAA office closest to the office or plant where the Employee works or last worked for the Company.

Non-Retaliation

The Company is committed to resolving legitimate disputes quickly and reasonably. The Company forbids any retaliation against any Employee who in good faith pursues a dispute under this Program.

Change, Modification or Discontinuation

The terms of this Program in effect at the time of the facts giving rise to the dispute took place are the terms that will be binding on the Company and the Employee. Otherwise, the Company reserves the right to change, modify or discontinue this Program at any time upon prior written notice to the Employee.

Severability

Should any portion of this Program be found unenforceable, such portion shall be severed from this Program and the remaining portions shall continue to be enforceable to the maximum extent permitted by law.

Construction of this Dispute Resolution Program

The Company is a multi-state business engaged in transactions involving interstate commerce and this Program evidences a transaction involving such interstate commerce. Accordingly, the terms of this Program shall be construed and enforced in accordance with the Federal Arbitration Act, which is codified at 9 U.S.C. § 1 *et seq.*

Sole and Entire Agreement

The Program expresses the entire agreement between the Employee and the Company concerning the procedures for resolving arbitrable claims.

Modification or Revocation of the Program

This Program shall survive the termination of Employee’s employment with the Company. It may only be revoked or modified by:

- A writing signed by the Employee and the President of the Company (acting in his or her capacity as President of the Company) stating an intent to revoke, supersede, or modify this Agreement; OR
- A future dispute resolution program or agreement that: is in writing; provides for the resolution of arbitral claims; states an intent to modify, revoke, or supersede any prior

agreement between the Company and the Employee governing the procedures for resolving the arbitrable claims; and is offered by the Company, and accepted by the Employee, as a condition of future or continued employment by the Company.

No Limitation on Right to Engage in Protected Concerted Activities

This Program does not restrict or prohibit, and shall not be construed to restrict or prohibit, the Employee's right to engage in concerted activities protected by Section 7 of the National Labor Relations Act, which is codified at 29 U.S.C. § 157. Information about such rights is available on the National Labor Relations Board's website: <https://www.nlr.gov/>. The Company will not retaliate against the Employee for exercising any rights given to the Employee by Section 7 of the National Labor Relations Act.

Right to File and Participate in Administrative Charges

This Program does not prohibit the Employee from filing, or cooperating in the investigation of, administrative claims or charges with the National Labor Relations Board, the U.S. Department of Labor, the Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or similar federal, state, or local administrative agencies. Notwithstanding the foregoing, this Program is intended to cover, to the maximum extent permitted by law, any claims or charges made by the Employee as arbitrable claims under this Program once any administrative remedies have been exhausted.

By way of example, while this Program does not prohibit the Employee from filing a charge of discrimination with the Equal Employment Opportunity Commission arising out of, or relating to, Employee's employment – or preclude the Equal Employment Opportunity Commission from investigating or prosecuting any such charge – this Program is intended to require the Employee to arbitrate any claim the Employee may seek to pursue in a civil action after receiving a right-to-sue notice from the Equal Employment Opportunity Commission.

Acceptance of the Program

The terms of this Program are being offered to the Employee by the Company as a condition of employment. No signature shall be required for this Program to become effective. Employee's accepting, commencing, or continuing employment with the Company after receipt of this document shall constitute acceptance of this Program by the Employee as a condition of employment, whereupon the Employee and the Company will be subject to this Program with respect to the resolution of arbitrable claims.

Additional Information

Any employee seeking information concerning the operation, meaning or application of this Program may contact the Company's Human Resources Department.

Acknowledgment of Voluntary Agreement and Opportunity for Review

By signing below, the Employee expressly acknowledges the following:

- The Employee has been given a reasonable opportunity to review the terms of the Program and to direct any questions that the Employee may have about the Program to the Company.
- The Employee may discuss the terms of the Program with legal counsel at the Employee's expense.

- The Employee has been given the opportunity to discuss this Program with the Employee's legal counsel and has utilized that opportunity to the extent desired.
- The Employee is knowingly and voluntarily entering into the Program without reliance on any representations by the Company other than those contained in this Program.

Effective Date

If Employee is currently employed by the Company, this Program shall become fully effective and enforceable upon the Employee's receipt of this document and is a term and condition of continued employment with the Company.

If the Employee is a prospective employee or the Employee has not yet commenced employment after receiving an offer of employment from the Company, this Program shall become fully effective and enforceable upon the Employee's signature on this document, or upon the Employee's accepting or commencing employment with the Company on any date after the Employee's receipt of this document.

I ACKNOWLEDGE RECEIPT OF THE DISPUTE RESOLUTION PROGRAM