

CALIFORNIA EMPLOYEE HANDBOOK

JANUARY 2026

PREPARED BY DECISIONHR HOLDINGS, INC., A PROFESSIONAL EMPLOYER ORGANIZATION

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INTRODUCTION

Welcome

Welcome to the Company. We have partnered with DecisionHR Holdings, Inc. (“DecisionHR”), a full-service Professional Employer Organization (PEO) to provide human resources outsourcing services. DecisionHR’s expertise in payroll, benefits, and labor and employment compliance allows companies like ours to focus on core business objectives.

DecisionHR assists the Company with certain specific human resources and administrative functions, which may include payroll, benefits, unemployment insurance, workers’ compensation insurance, disability insurance and certain other personnel related issues. DecisionHR does not, however, oversee the day-to-day operations of the Company or its employees. The managers and supervisors of the Company will continue to supervise employees’ day-to-day activities as well as handle the operations of the business.

Communication is critical to the success of any winning team. This Handbook outlines the benefits, practices and policies that are important to employees. Employees should use this Handbook as a guide and ready reference. If employees have questions as they read through this Handbook, they should not hesitate to discuss them with the Company’s HR Contact (“Our HR Contact”), or the employee’s supervisor. Both contacts are very important sources of information and will be more than happy to assist. If employees have questions regarding their employment or wish to lodge a complaint or resolve any work-related issue, they should contact Our HR Contact. Should employees have questions about payroll, benefits, workers’ compensation or other routine administrative questions, they should contact the Client Experience Department at DecisionHR as listed below. All other inquiries may be directed to the HR Department at DecisionHR as listed below.

Client Experience Department at DecisionHR: ClientServices@DecisionHR.com; 888-828-5511

HR Department at DecisionHR: HRSupport@DecisionHR.com; 888-828-5511

Purpose of this Employee Handbook

This Handbook is designed to familiarize employees with the Company and to give employees a ready reference to answers questions about their employment.

This Handbook constitutes only a summary of the employee benefits, practices and policies in effect at the time of publication. This Handbook should not be construed as creating any contract for ongoing employment or specific terms of employment.

Let's Communicate

Employee Relations Philosophy

The Company is dedicated to providing an excellent employee relations program. We will attempt to maintain good working conditions, competitive wages and benefits, open communications, and employee engagement.

If You Have a Question or Problem

We encourage employees to ask us any questions they may have about their employment or this Handbook. Similarly, if there is something about the job that is a concern, let's discuss it. We cannot help unless employee questions or concerns are brought to our attention.

Our Problem-Solving Procedure offers employees the freedom to discuss questions or concerns regarding work-related issues with their supervisors or others identified below. If an employee has a problem, it can usually be resolved by following these steps:

1. Any concern should first be discussed with the employee's immediate supervisor as soon as possible. The employee's immediate supervisor is the person responsible for overseeing day-to-day work and may be in the best position to help.
2. If an employee prefers to not speak with their immediate supervisor, or feels that their immediate supervisor cannot, or has not, satisfactorily resolved the problem, the employee should contact Our HR Contact.
3. If Steps 1 and 2 are not effective, or if at any time an employee needs to speak to someone other than members of the management, then an employee should contact the HR Department DecisionHR.
4. For complaints of harassment, discrimination, or anything related to an accommodation, please refer to the Equal Employment Opportunity and Reasonable Accommodation policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this Handbook.

The Company takes all known concerns and problems seriously. We will work to address an employee's concern or resolve an employee's problem as soon as possible under the circumstances. Employees can utilize this procedure without fear of reprisal.

Please contact us about any work-related question, concern, or problem. We think employees will find the Company and its human resources partner, DecisionHR, to be receptive to their concerns.

WHAT YOU CAN EXPECT FROM US

At-Will Employment

Employment, position, and compensation with the Company are at-will and may be changed or terminated at the will of the Company. Both the employee and the Company have the right to terminate the employment relationship at any time, with or without cause or advance notice. Exceptions to this policy must be memorialized in a fully executed written agreement, signed by the employee and an authorized Company representative. Similarly, an employee's relationship with DecisionHR is "at-will," and it may be terminated by the employee or DecisionHR with or without cause or advance notice.

Equal Employment Opportunity

The Company is committed to providing equal employment opportunities to all employees and applicants without regard to an individual's actual or perceived protected characteristic or characteristics, or any combination of protected characteristics including race (including traits associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color; sex (including childbirth, breast feeding, and related medical conditions), national origin, ancestry, citizenship status, gender, gender identity or expression, sexual orientation, uniform service member and veteran status; marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, reproductive health decision-making, medical leave or other types of protected leave (including requesting or taking approved leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA)), the employee or their family member's status as a victim of a qualifying act of violence, political affiliation, use of cannabis off-duty and away from the workplace, association with an individual who has, or is perceived to have, a protected characteristic or characteristics, or any combination of protected characteristics, or any other protected status in accordance with all applicable federal, state and local laws.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability and/or employees' religious beliefs and practices to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an employee requires an accommodation to perform the essential functions of their job and/or for their religious beliefs or observances, they should notify Our HR Contact. If the Company does not completely and timely address the request for an accommodation, the employee should contact DecisionHR. Once the Company and/or DecisionHR are aware of the need for an accommodation, there will be an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

If an employee believes that they have been treated in a manner that is not in accordance with these policies, they should notify Our HR Contact. If the Company does not completely and timely address their complaint, the employee should contact DecisionHR. Employees can utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including, but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. DecisionHR endorses these principles in its provision of services to the Company.

Literacy Assistance

If the Company employs 25 or more employees, the Company will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Employees who need time off to participate in an adult education program for literacy assistance should inform Our HR Contact so that

arrangements can be made to provide unpaid time off or an adjusted work schedule. Employees may elect to use any accrued vacation/PTO, if available, in lieu of unpaid time off. The Company will make reasonable efforts to safeguard the employee's privacy.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment free of unlawful harassment, discrimination and retaliation. The Company strictly prohibits all forms of unlawful discrimination and harassment on the basis of actual or perceived protected characteristic or characteristics, or any combination of protected characteristics including race (including traits associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color; sex (including childbirth, breast feeding, and related medical conditions), national origin, ancestry, citizenship status, gender, gender identity or expression, sexual orientation, uniform service member and veteran status; marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, reproductive health decision-making, medical leave or other types of protected leave (including requesting or taking approved leave under the federal FMLA or CFRA), the employee or their family member's status as a victim of a qualifying act of violence, political affiliation, use of cannabis off-duty and away from the workplace, association with an individual who has, or is perceived to have, a protected characteristic or characteristics, or any combination of protected characteristics, or any other category protected by applicable federal, state, and local law.

This policy applies whether employees are on Company premises, at a Company-sponsored off-site event, working from home, working remotely, traveling on behalf of the Company, or conducting Company business, regardless of location.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all customers, vendors, contractors, subcontractors, independent contractors, and other third parties with whom we work (all of whom are designated for purposes of this policy as "Business Associates"). The Company prohibits managers, supervisors and employees from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its Business Associates from harassing our employees, unpaid interns and volunteers.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender identity or expression, or sexual orientation. Sexual harassment can occur regardless of the gender of the individuals involved. Some examples of unlawful and unacceptable behavior include, but are not limited to:

- unwanted sexual advances or flirtation;
- offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- verbal sexual advances, propositions, requests or comments;
- Electronically sending or posting sexually-related text messages, videos or images;
- verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance or anatomy, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, groping, assault, or blocking movement;
- physical or verbal abuse concerning an individual's gender, gender transition, or gender identity or expression;
- intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity or expression; and

- verbal abuse concerning a person’s characteristics such as pitch of voice, facial hair or the size or shape of a person’s body, including remarks regarding an individual’s gender presentation.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. Such prohibited harassment includes, but is not limited to:

- slurs, insults, or any other offensive remarks based on a protected characteristic;
- jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic
- electronically sending or posting harassing text messages, videos or images via text, instant messaging, or social media; and
- Any other harassing conduct based on one or more of the protected categories identified in this policy which has the purpose or effect of unreasonably interfering with an individual’s performance or which has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

If employees have any questions about what constitutes harassing behavior, they should ask their supervisor or Our HR Contact.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. Participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability or for their religious beliefs and practices. In addition, the Company will not penalize or retaliate against any employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave or reasonable workplace accommodations to support the employee’s safety and well-being.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against or Retaliated Against

If an employee feels that they are being or have been harassed, discriminated against, or retaliated against in violation of this policy by another employee, supervisor, manager, or Business Associate of the Company, the employee should immediately contact their supervisor or Our HR Contact. In addition, if an employee observes harassment, discrimination, or retaliation by another employee, supervisor, manager or non-employee, they should report the incident immediately to their supervisor or

Our HR Contact. If the Company does not completely and timely address the report or complaint, contact the HR Department at DecisionHR.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Our HR Contact. If the Company does not completely and timely address the report or complaint, then the supervisor should contact the HR Department at DecisionHR.

An employee's notification of the problem is essential. We cannot help to resolve a harassment, discrimination, or retaliation problem unless we know about it. Therefore, employees must bring their concerns and/or problems to our attention so we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment, discrimination, and retaliation seriously and will not penalize employees or retaliate against employees in any way for reporting a harassment, discrimination, or retaliation problem in good faith.

All complaints of unlawful harassment, discrimination, and retaliation which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company requires employees to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment, discrimination, and retaliation which are reported to management will be treated as confidentially as possible, consistent with the need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

TIMEKEEPING AND PAYROLL PRACTICES

Employee Classification

Full-Time Employees

Full-time employees are employees who are regularly scheduled to work, as determined by the Company in its sole discretion, at least an average of 30 hours per week.

Part-Time Employees

Part-time employees are employees who are regularly scheduled to work, as determined by the Company in its sole discretion, less than an average of 30 hours per week.

Temporary Employees

Temporary employees are employees who are employed to work on special projects for short periods of time, or on a seasonal or “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment longer than that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for Company benefits, and temporary employee are employed at-will.

Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Fair Labor Standards Act and California laws.

Exempt Employees

Exempt employees include all employees who are classified by the Company as exempt from the overtime provisions of the Fair Labor Standards Act and California laws.

If employees have any questions concerning the benefits for which they qualify, please contact Our HR Contact, or the applicable benefit plan documents. Similarly, if employees have any questions concerning their classification, please consult Our HR Contact.

Flexible/Predictable Workplace Arrangements

This policy applies to all San Francisco-based employees if the Company employs 20 or more employees. If employees have been employed by the Company for at least six (6) months, regularly work at least eight (8) hours per week in San Francisco (including those who telework and are assigned to a San Francisco business location at the time of the request), and are a primary caregiver, they may request, a flexible or predictable workplace arrangement to assist with caregiving responsibilities to assist with care for: (1) a child under the age of eighteen for whom the employee has parental responsibility; (2) a family member with a serious health condition; and (3) any family member age 65 or older. “Family member” for the purposes of this policy, includes a spouse, domestic partner, child, parent, sibling, grandchild or grandparent that is related by blood, legal custody, marriage, or domestic partnership.

To request a flexible or predictable workplace arrangement, employees must submit a written request to Our HR Contact. The Company may choose to meet with an employee to discuss their request, and the Company will provide a written response within 21 days of receiving the request. If we are unable to provide the requested arrangement, we will engage in an interactive process with the employee to explore other options and attempt in good faith to develop a mutually acceptable

arrangement. The Company may deny an employee's request if it would cause an undue hardship. In such a case, we will provide the employee a written response that identifies the basis upon which the Company has denied the request, along with a notice of the right to request reconsideration and to file a complaint with the San Francisco Office of Labor Standards Enforcement. Within 30 days of receipt of such notice, the employee may submit a written request for reconsideration. Within 21 days of receiving a written request for reconsideration, the Company will meet with the employee regarding the request and provide a written final decision within 14 days of that meeting. The Company will provide the employee a written response and, if denied, will identify the basis upon which the Company has denied the request and inform the employee of the right to file a complaint.

The Company reserves the right to require verification of an employee's caregiving responsibilities, which may include confirmation from a medical professional. If employees have any questions regarding this policy or believe that they have been treated in a manner not in accordance with these policies, they should notify Our HR Contact. If the Company does not timely or adequately respond to the request, the employee should contact the HR Department at DecisionHR. Employees are encouraged to utilize this procedure without fear of retaliation.

Lactation Accommodation

Employees have the right to request, and the Company will provide accommodations required for employees to express breast milk as necessary. Employees should notify Our HR Contact to request accommodations to express breast milk. The Company will provide a reasonable amount of duty-free break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other meal, and rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid.

The Company additionally will provide employees needing to express breast milk with a clean private room or place (other than a restroom), to express breast milk. The room or location will be near the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the employee's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If the Company is unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and has the other elements described above.

If employees believe that they have been treated in a manner not in accordance with these policies, they should notify Our HR Contact. If the Company does not timely resolve the situation, the employee should contact the HR Department at DecisionHR. Employees are encouraged to utilize this procedure without fear of retaliation. Employees have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.

Lactation Accommodation – San Francisco

If an employee works at a location in the City of San Francisco, in addition to the information regarding providing duty-free break time to employees who need to express breast milk for their infant child and the provision of a room or place to express breast milk as described in the Lactation Accommodation policy above, the Company will make reasonable efforts to ensure the lactation location is safe, clean, and free of toxic or hazardous materials, contains a chair and surface space (e.g., a table or shelf) for a breast pump and other personal items, and has access to electricity. Our Company will additionally make a reasonable effort to provide, within close proximity to the employee's work area, a refrigerator where the employee can store breast milk and access to a sink with running water.

Employees should contact Our HR Contact to request a lactation accommodation under this policy. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process with the employee to identify possible accommodations and provide a response within 5 days of an employee's request for a lactation accommodation. Our Company reserves the right to deny an employee's request for a lactation break if the additional break time will cause an undue hardship. In such a case, the Company will provide the employee a written response that identifies the basis upon which the Company has denied the request for accommodation.

If employees believe that they have been treated in a manner not in accordance with these policies, they should notify Our HR Contact. If the Company does not timely resolve the situation, the employee should contact the HR Department at DecisionHR. Employees are encouraged to request accommodations under this policy and to utilize this reporting procedure without fear of retaliation.

Meal Periods

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than 5 hours with an uninterrupted 30-minute meal period free from all duty. This uninterrupted meal period is to commence no later than the end of the fifth hour of work. A second uninterrupted 30-minute meal period free from all duty is to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. In limited circumstances, discussed below, meal periods may be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by Our HR Contact, employees must record the beginning and ending time of their meal period in the timekeeping system every day.

It is our policy to relieve employees of all duty during their meal periods, so that employees are at liberty to use the meal period time as they wish. Employees are free to leave Company premises if they wish to do so. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods, and we encourage employees to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no manager or supervisor of the Company can instruct an employee how to spend their personal time during a meal period. Employees should immediately report a manager's or supervisor's instruction to skip or work during a meal period to Our HR Contact. If the Company does not address the report of an instruction to skip or work during a meal period, contact DecisionHR.

Waiver of Meal Period. Hourly non-exempt employees may waive their meal periods only under the following circumstances: If employees will complete their workday in 6 hours, employees may waive their meal period. Employees who work over 10 hours in a day may waive their second meal period only if they take their first meal period and they do not work more than 12 hours that day. If any employee waives a meal period, they must submit a written request and receive prior written authorization from Our HR Contact. Employees may not waive meal or rest periods to shorten their workday or accumulate meal or rest periods for any other purpose.

On-Duty Meal Period. In limited situations, the Company may authorize certain designated employees to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. The Company permits an on-duty meal period only if the nature of an employee's job duties requires it, and the employee and the Company have agreed in writing in advance and approved by Our HR Contact. In this situation, the employee's on-duty meal period will be paid and treated as hours worked.

Recovery Periods

The Company provides all employees working outdoors in conditions exceeding 80 degrees Fahrenheit and indoors in conditions equaling or exceeding 82 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least 5 minutes as needed to avoid overheating. In high-heat situations when employees in the agriculture, construction, landscaping and oil and gas extraction industries are working in conditions equaling or exceeding 95 degrees Fahrenheit, the Company requires employees to take a minimum of 10 minutes of net preventive cool-down time every 2 hours.

Employees working outdoors are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Employees working indoors are permitted access to cool-down areas that are maintained below 82 degrees, blocked from direct sunlight, and shielded from other high radiant heat sources to the extent feasible and is either open to the air or provided with ventilation or cooling as well as drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, employees are not required to record their cool-down periods on their timecards or the Company's timekeeping system.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor can instruct an employee to waive or skip a cool-down period, and cool-down periods cannot be used to shorten the workday. Employees should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to Our HR Contact. If the Company does not address the situation, contact DecisionHR.

Rest Periods

The Company provides all non-exempt employees with the opportunity to take a 10- consecutive minutes paid rest period for every 4 hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. For example, employees are entitled to one 10-minute rest period for shifts between 3 ½ to 6 hours in length, a second 10-minute rest period for shifts of more than 6 hours and up to 10 hours, a third 10-consecutive minutes rest period for shifts of more than 10 hours and up to 14 hours, and so on. The Company generally will not authorize a rest period for employees whose total daily work time is less than 3 ½ hours. During rest periods, the employee will be relieved of all duty so that this personal time can be enjoyed. The employee may leave the premises for the rest period if desired. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their department. Rest periods may not be combined with other rest periods or meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or timecards. However, no manager or supervisor of the Company can instructor allow an employee to waive a rest period or instruct an employee how to spend personal time during a rest period. Additionally, rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Employees should immediately report a manager's or supervisor's instruction to skip or work during a rest period to Our HR Contact. If the Company does not address an employee's report of an instruction to skip or work during a rest break, contact DecisionHR.

Employees can voluntarily waive rest periods provided they are waived without any coercion from a supervisor. Employees may be required to confirm that they have been provided an opportunity to take all of their rest periods during the pertinent pay period (including pay periods when the employee voluntarily waive one or more rest periods).

Employees may be required to confirm that they have been provided an opportunity to take all of their rest periods during the pertinent pay period.

Flexible/Predictable Workplace Arrangements – San Francisco

This policy applies to all California-based employees if the Company employs 20 or more employees. Employees who have been employed by the Company for at least 6 months, regularly work at least 8 hours per week in San Francisco (including

those who telework and are assigned to a San Francisco business location at the time of the request), and are a primary caregiver, may request, a flexible or predictable workplace arrangement to assist with caregiving responsibilities to assist with care for: (1) a child under the age of 18 for whom the employee has parental responsibility; (2) a family member with a serious health condition; and (3) any family member age 65 or older. "Family member" for the purposes of this policy, includes a spouse, domestic partner, child, parent, sibling, grandchild or grandparent that is related by blood, legal custody, marriage, or domestic partnership.

To request a flexible or predictable workplace arrangement, employees must submit a written request to Our HR Contact. The Company may choose to meet with an employee to discuss the employee's request, and the Company will provide a written response within 21 days of receiving the request. If we are unable to provide the requested arrangement, we will engage in an interactive process with the employee to explore other options and attempt in good faith to develop a mutually acceptable arrangement. The Company may deny an employee's request if it would cause an undue hardship. In such a case, we will provide the employee a written response that identifies the basis upon which the Company has denied the request, along with a notice of the right to request reconsideration and to file a complaint with the San Francisco Office of Labor Standards Enforcement (OLSE). Within 30 days of receipt of such notice, the employee may submit a written request for reconsideration. Within 21 days of receiving a written request for reconsideration, the Company will meet with the employee regarding the request and provide a written final decision within 14 days of that meeting. The Company will provide the employee a written response and, if denied, will identify the basis upon which the Company has denied the request and inform the employee of the right to file a complaint.

The Company reserves the right to require verification of an employee's caregiving responsibilities, which may include confirmation from a medical professional. If employees have any questions regarding this policy or believe that they have been treated in a manner not in accordance with these policies, please notify Our HR Contact. If the Company does not timely or adequately respond to an employee's request, the employee should contact DecisionHR. Employees can utilize this procedure without fear of retaliation.

Timekeeping Procedures

Unless otherwise notified, each employee is required to accurately record their hours of work for the Company, through the use of a time card, an electronic timekeeping system, or a handwritten record, as directed by the Company. Employees are required to submit the time record promptly so that their time record can be reviewed before their paycheck is processed for the pay period. Accurately recording all time worked is required to be sure employees are paid for all hours worked as required by wage and hour laws. "Off the clock" work is not permitted. If any manager or supervisor directs or suggests that an employee should perform work while not "on the clock," the employee must notify Our HR Contact right away. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor to do so. Non-exempt employees who are provided with Company-owned mobile devices or who use a personal mobile device to conduct Company business are also strictly prohibited from conducting Company business via these devices "off the clock", including but not limited to answering phone calls and reading, writing, or responding to emails or text messages after hours or from home without prior authorization. If an employee is asked to perform work after hours or from home, the employee must record such time on their time record.

An employee's obligation to accurately record all hours worked does not relieve the employee of their obligation to obtain advance approval from their supervisor before working overtime or hours beyond their regular work schedule. Employees who work overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

Any changes or corrections to an employee's time records must be initialed by the employee and their supervisor. Under no circumstances may any employee record or alter another employee's time.

Your Pay

The beginning and end of the standard workweek and corresponding pay dates will be provided to you upon hire by your supervisor. If a scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the preceding business day. Any questions about the number of hours for which you have been credited and paid, or the amount of your pay or deductions, should be brought to the attention of Our HR Contact. If the Company does not completely and timely address the question, contact DecisionHR.

Employees may choose to receive their pay through Direct Deposit by completing and returning a Direct Deposit Authorization Form. Direct payroll deposit is the automatic deposit of an employee's pay into the financial institution account(s) of the employee's choice. Employees may change their deposit selections at any time. If employees choose direct deposit their check stub will be made available for review and printing at the time of issuance through their DecisionHR Employee Portal account. (Employees will not automatically receive a paper stub.)

COMPANY BENEFITS

In addition to any paid time off that the Company may provide through a vacation/PTO policy, which if offered are described in a separate written policy, the Company provides eligible employees the benefits described herein. We reserve the right to terminate or modify these policies at any time, for any reason, with or without advance notice to employees.

California State Mandated Insurance Benefit Programs

Paid Family Leave Insurance /San Francisco Paid Parental Leave Ordinance

We are required to withhold a certain percentage of employees' wages in order to fund the California Paid Family Leave (CA PFL) Program. CA PFL benefits are payable, for up to 8 weeks in a 12-month period, if employees take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, to bond with a new child or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of certain family members.

Despite its name, CA PFL is not a "leave" program; it does not provide you with any leave entitlement or time off. Rather, it is a benefit that employees apply to for while on an otherwise approved leave of absence under Company policy. Employees may elect to use paid sick leave or any other paid leave benefits (e.g., vacation/PTO), if available, during receipt of CA PFL benefits. Employees must notify Our HR Contact if they intend to file for CA PFL benefits.

The California Employment Development Department (EDD) administers the CA PFL program. All claims for CA PFL benefits must be submitted directly to the EDD. The EDD ultimately determines whether employees are eligible to receive PFL benefits. Employees will not be eligible for PFL benefits if they are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

Additionally, if an employee works in San Francisco and the Company has 20 or more employees, an eligible employee may receive supplemental pay under the San Francisco Paid Parental Leave Ordinance (SFPPLO) while on a leave for the purpose of bonding with the employee's minor child during the first year after the birth of the child, or after placement of the child with the employee through foster care or adoption under this policy.

The amount of supplemental pay that an eligible employee may receive will vary depending on a number of circumstances.

Employees are eligible for supplemental pay if they:

1. are eligible to receive CA PFL compensation from the state of California for the purpose of bonding with a new child;
2. have been employed with the Company for at least 180 days prior to the start of the leave;
3. meet the minimum hours requirement:
 - a. if an employee's work schedule does not vary, they must work at least eight (8) hours per week for the Company within the City or County of San Francisco; and work at least 40% of the total weekly hours for the Company within the City or County of San Francisco;
 - b. if an employee's work schedule varies from week to week the above-described 8-hour and 40% total weekly hours requirements will be determined by using an average of the employee's weekly hours worked for the Company during the *[three (3) monthly pay periods, or six (6) bi-weekly or semi-monthly pay periods, or 12 weekly pay periods]* immediately preceding the start of the leave.

Like CA PFL, the SFPPLO does not provide leave or time off. Rather, it is a benefit that employees apply for when on an otherwise approved leave of absence under other Company policies. Employees must notify Our HR Contact if they intend to apply for SFPPLO benefits. The Company reserves the right to require employees to sign a form agreeing to reimburse the full amount of supplemental pay received if they voluntarily separate from employment with 90 days of the end of the employee's leave period.

The Company encourages eligible employees request supplemental compensation under this policy and prohibits interference with any rights under this policy or retaliation against an employee for requesting or receiving supplemental pay under this policy.

State Disability Insurance

We are also required to deduct a certain amount from an employee's pay to provide State Disability Insurance (SDI). SDI benefits are payable when you cannot work because of illness or injury unrelated to the employee's employment. For information concerning these benefits, contact the EDD, which administers the SDI program.

Insurance & Retirement Benefits

The Company may offer the following insurance and retirement benefits to eligible employees

- Group Health Insurance
- IRS Section 125 Cafeteria Plan
- Group Life Insurance
- Group Disability Insurance
- Profit Sharing Plan
- 401(k) Retirement Savings Plan

If employees have any questions concerning the benefits for which they qualify, please contact Our HR Contact, DecisionHR, or refer to the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs entitlement to benefits.

Military Leave Pay

This policy applies to all San Francisco-based employees of private-sector companies with 100 or more employees. If employees work at a location in the City of San Francisco, the Company provides eligible employees with supplemental compensation for up to 30 days of Military Duty per calendar year when employees take time off for Military Duty, as required under applicable law.

Eligible employees work within the geographic boundaries of San Francisco and are a member of the reserve corps of the United States Armed Forces, National Guard, or other uniformed service organization of the United States and require time off for Military Duty. Military Duty means 1) active military service in response to the September 11, 2001 terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances, or 2) military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic, natural disasters, or 3) engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity.

Supplemental compensation is calculated by taking the difference between the employee's gross military pay and the amount of gross pay the employee would have received if the employee worked their regular work schedule during the time off for

Military Duty. The supplemental compensation for Military Duty can be utilized in daily increments for one or more days at a time, for up to a total of 30 days in a calendar year.

Employees requesting supplemental compensation under this policy should provide as much advance notice as possible if the Military Duty is foreseeable. For more information regarding this policy, including how the dollar amount of supplemental compensation is calculated, please contact Our HR Contact.

Workers' Compensation Insurance

Workers' Compensation insurance provides benefits to employees who experience injury or illness connected with employment. To be eligible for workers' compensation benefits, the injury or illness must be a direct result of the job. It is essential that employees report all work-related accidents, injuries, and illnesses immediately.

The Company maintains a strict policy against discharging, threatening to discharge, or in any manner discriminating against any employee because they have filed or made known their intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board. If an employee feels they are being discriminated against in violation of this policy, contact Our HR Contact. If the Company does not completely and timely address the complaint of discrimination, contact the HR Department at DecisionHR.

LEAVES OF ABSENCE/OTHER TIME OFF

General Information

Employees taking a leave of absence must notify their supervisor or Our HR Contact in advance, when possible. If advance notice is not possible, employees are responsible to notify their supervisor or Our HR Contact as soon as practicable. Notice of a leave of absence includes the following information: (1) the start date of the leave, (2) the anticipated return date, (3) the policy under which leave is being requested, and (4) the reason for the leave request. Additionally, while on a leave of absence, employees must provide regular updates regarding their status and ability to return to work, along with a healthcare provider certification, when requested. Failure to provide the required notices and updates during a leave, without an acceptable explanation for such failure, may result in the leave being deemed unexcused. Similarly, while on leave, a failure to timely respond to a request from the Company for an update regarding an employee's status and ability to return to work may result in any further leave being deemed unapproved. Furthermore, when an employee is on an extended leave of absence, the employee is responsible for making arrangements to pay the employee portion of any premium for benefits in which the employee or the employee's eligible dependents are enrolled. Lastly, unless indicated otherwise or required by applicable law, leaves are unpaid. However, for any authorized leave that is unpaid, employees are permitted, and in some cases required, to use accrued, unused paid leave such as vacation/PTO, or when applicable paid sick leave. If employees have any questions regarding leave, please contact Our HR Contact.

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, when such employment was not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Alcohol and/or Drug Rehabilitation Leave

If the Company employs 25 or more employees, the Company wishes to assist employees who recognize that they have a problem with alcohol and/or drugs that may interfere with their ability to perform their job in a satisfactory manner. Eligible employees who have a problem with alcohol and/or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid, job-protected time off to participate in the program unless it would result in an undue hardship to provide the time off. If an employee requests time off to participate in such a program, the Company will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential. Employees may choose to use any available vacation/PTO for an otherwise unpaid rehabilitation absence.

Bereavement Leave

If the Company employs 5 or more employees who have been employed with the Company for at least 30 days immediately preceding the commencement of leave may take up to 5 days of unpaid bereavement leave in the event, they miss regularly scheduled workdays due to the death or funeral of a member of the employee's family. A family member includes the employee's spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild, or a designated person as defined under the CFRA.

Eligible employees may take bereavement leave in a single block of time or intermittently within 3 months of the employee's family member's death. All time off in connection with the death of a family member, as defined above, should be scheduled with the employee's supervisor. The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for bereavement leave. Employees can request leave under this policy without fear of retaliation.

The Company reserves the right to request supporting documentation of the need for bereavement leave, within 3 months of the start of leave, which can include a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Employees may elect to use available paid leave when taking leave under this policy, so long as they comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

California Family Rights Act Leave (CFRA)

If the Company employs 5 or more employees, the CFRA provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may use is 12 weeks within a 12-month period.

In most circumstances, the Company anticipates that CFRA leave will run concurrently with leave under the federal FMLA. In such case(s), the aggregate amount of CFRA leave and/or federal FMLA leave shall not exceed 12 workweeks in a 12-month period. However, under the following circumstances, CFRA leave will not run concurrently with federal FMLA leave:

- Leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
- Leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
- Leave to care for an employee's registered domestic partner, registered domestic partner's child, parent-in-law, grandparent, grandchild, sibling, or designated person who has a serious health condition.
- Federal FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See federal Family and Medical Leave Act Policy for more information).
- Additional federal FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the Covered Servicemember (See federal FMLA policy for more information).

Employee Eligibility

To be eligible for CFRA leave, employees must:

- Have worked at least 12 months for the Company; and
- Have worked at least 1,250 hours for the Company over the 12 months preceding the date leave would begin.

Reasons for Taking Leave

CFRA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee or an employee's registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- To care for an employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person who has a serious health condition.

- Because of an employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).
- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States.

Definitions

- A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.
- A “child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands *in loco parentis*, regardless of age.
- A “parent” means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.
- A “parent-in-law” means the parent of a spouse or registered domestic partner.
- A “sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- A “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees will be limited to identifying one (1) designated person per 12-month period.
- A “qualifying exigency” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent (“military member”) means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which employees may request from Our HR Contact. These exigencies include:
 - Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
 - Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member’s representative before a federal, state, or local agency in connection with service benefits.
 - Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary, as a result of duty under a call or order to active duty.
 - Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
 - Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member’s active-duty status.

Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of such birth or placement.

Using Leave

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company’s operations. For the birth of or care for a newly born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least 2 weeks, with shorter increments allowed on any 2 occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least 1 hour.

Use of Paid Leave and Concurrent Leaves

Depending on the reason for leave, leave under this policy may run concurrently with other leaves, such as federal FMLA, to the extent permitted under applicable law. Additionally, depending on the reason for the leave, the Company may require employees to use accrued paid leave (such as sick leave, vacation/PTO), concurrently with some or all their CFRA leave. If the Company does not require it, employees may elect to substitute paid leave for CFRA leave, so long as the employee complies with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

Maintenance of Health Benefits

The Company will maintain coverage under the Company’s group health plan during an employee’s CFRA leave, on the same terms and conditions as if the employee had continued to work. If applicable, the employee must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for the employee or the employee’s family during leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of the leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

Notice and Medical Certification

In order to qualify for CFRA leave, an employee must provide to Our HR Contact:

- Reasonable advance notice (at least 30 days) if the need for leave is foreseeable or notice as soon as practicable in the case of unforeseeable leave, in compliance with the Company’s standard call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting the employee or a covered family member, within 15 calendar days of the Company’s request (additional time may be permitted under certain circumstances). If the employee fails to do so, the Company may delay the start of leave, retract any designation of CFRA leave, or deny leave, in which case the employee’s leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.
- Appropriate documentation, within 15 days of the Company’s request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member’s active-duty orders or other military documentation indicating

the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.

- Periodic reports as required by the Company during the leave regarding the employee's status and intent to return to work.
- Medical certification from the employee's medical provider of their fitness to return to work, if the leave was due to their own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

The Company will inform employees whether they are eligible for leave under CFRA. Should an employee be eligible for CFRA leave, the Company will provide a notice that specifies any additional information required as well as the employee's rights and responsibilities. The Company will also inform employees if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If an employee is not eligible for CFRA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from CFRA leave, employees will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return After CFRA Leave

If employees fail to return to work as scheduled or fail to contact the Company after their CFRA leave expires, employees will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of CFRA leave, the Company's obligation to maintain an employee's group health plan benefits may end (subject to any applicable COBRA rights). If unable to return to work after CFRA leave, employees must notify Our HR Contact. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave, and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

Interactions with Other Leaves

Where federal, state, or local laws provide leave for the same reasons as indicated in this policy, including for workplace

illnesses or injuries covered by workers' compensation benefits, such leaves will run concurrently with CFRA leave, to the greatest extent permitted under applicable law.

Federal Family and Medical Leave Act

This policy is applicable to employees who work at locations with 50 or more employees within 75 miles. The federal FMLA provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for federal FMLA leave, employees must:

- have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
- have worked at least 1,250 hours for the Company over the 12 months preceding the date the employee's leave would commence; and
- currently work at, report to, or receive assignments from a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining federal FMLA eligibility.

Conditions Triggering Leave

Federal FMLA leave may be taken for the following reasons:

- birth of a child, or to care or bond with a newly born child including incapacity due to pregnancy or prenatal medical care (such time is available to employees regardless of sex or gender);
- placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care or to care or bond with the child (such time is available to employees regardless of sex or gender);
- to care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition (up to 12 weeks);
- because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
- to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
- to handle certain qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating

in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any federal FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the 12-month period beginning on the first day the eligible employee takes federal FMLA leave to care for a Covered Servicemember and ends 12 months after that date. Federal FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take federal FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for the birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care and must be taken in at least two-week increments. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations. Intermittent leave is permitted at the same intervals as provided in the Company's paid leave policies.

Use of Paid Leave and Concurrent Leaves

Depending on the reason for leave, leave under this policy may run concurrently with other leaves, such as CFRA, to the extent permitted under applicable law. Additionally, depending on the reason for leave, the Company may require an employee to use accrued paid leave (such as sick leave, vacation/ PTO), concurrently with some or all their federal FMLA leave. If the Company does not require it, employees may elect to substitute paid leave for federal FMLA leave, so long as the employee complies with the Company's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice).

Maintenance of Health Benefits

If employees and/or their family participate in our group health plan, the Company will maintain coverage during any federal FMLA leave on the same terms as if the employee had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for the employee and their family. Use of federal FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs an employee's entitlement to benefits.

Notice and Medical Certification

When seeking federal FMLA leave, employees are required to provide:

- 30 days advance notice of the need to take federal FMLA leave to Our HR Contact, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances;

- medical certification supporting the need for leave due to a serious health condition affecting an employee or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If employees fail to do so, we may delay the commencement of leave, withdraw any designation of federal FMLA leave or deny the leave, in which case the employee's leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting the employee to discipline up to and including termination. Second or third medical opinions and periodic recertifications may also be required;
- periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work; and
- medical certification of fitness for duty before returning to work if the leave was due to the employee's serious health condition. The Company will require this certification to address whether the employee can perform the essential functions of their position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination. Employees should speak directly with Our HR Contact prior to taking a leave to ensure their understanding of all their obligations while on leave, such as reporting and verification obligations. If the Company does not completely and timely address the request for leave, contact DecisionHR. Failure to comply with this policy may substantially affect the employee's ability to return to work.

Employer Responsibilities

The Company will inform employees whether they are eligible under the federal FMLA. Should an employee be eligible for federal FMLA leave, the Company will provide a notice that specifies any additional information required as well as the employee's rights and responsibilities. The Company will also inform employees if leave will be designated as federal FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not federal FMLA-protected, the employee will be notified, and the Company will provide a reason for the ineligibility.

Job Restoration

Upon returning from federal FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After Federal FMLA Leave

Any employee who fails to return to work as scheduled after federal FMLA leave or exceeds the 12-week federal FMLA entitlement (or in the case of military caregiver leave, the 26-week federal FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if employees have no other Company-provided leave available that applies to their continued absence. Likewise, following the conclusion of any federal FMLA leave, the Company's obligation to maintain an employee's group health plan benefits may end (subject to any applicable COBRA rights). If an employee is unable to return to work after federal FMLA leave, they must notify Our HR Contact. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such

an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave, and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with a federal FMLA leave will result in disciplinary action, up to and including immediate termination.

Interactions with Other Leaves

Where federal, state, or local laws provide leave for the same reasons as indicated in this policy, including for workplace illnesses or injuries covered by workers' compensation benefits, such leaves will run concurrently with CFRA leave, to the greatest extent permitted under applicable law.

Employers' Compliance with Federal FMLA and Employee's Enforcement Rights

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

While the Company encourages employees to bring any concerns or complaints about compliance with the federal FMLA to the attention of Our HR Contact, federal FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, the federal FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by the federal FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Military-Related FMLA Leave

The Company also provides federal FMLA leave to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A "Covered Servicemember" is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes federal FMLA leave to care for the covered veteran.

The military-related federal FMLA definitions of “serious injury or illness” for current Servicemembers and veterans are distinct from the federal FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember’s office, grade or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, child, parent, or next of kin of the Covered Servicemember. “Next of kin” means the nearest blood relative of the Servicemember, other than the Servicemember’s spouse, parent, child, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the federal FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a Covered Servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a Covered Servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other federal FMLA-qualifying reasons. If an employee does not exhaust their 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of federal FMLA leave including up to 12 weeks of leave for any other federal FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of federal FMLA leave to care for a Covered Servicemember when combined with up to 10 weeks of federal FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our federal FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the federal FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, child, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of federal FMLA leave within the federal FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is 15 days.

Although Qualifying Exigency Leave may be combined with leave for other federal FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the federal FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active-duty status or to attend certain family support or assistance programs and informational briefings.
- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary, as a result of duty under a call or order to active duty.

- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 5 days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active-duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.
- **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster parent, or any other individual who stood *in loco parentis* to the military member when the member was under 18 years of age.
- **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the federal FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by the federal FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Civic Duties

The Company encourages each of its employees to perform their civic responsibilities.

Jury Duty: If employees receive a call to jury duty, they should notify their supervisor immediately so the supervisor may plan the department's work with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid. Exempt employees will continue to receive their regular salary for any week in which they perform any work while also participating in jury duty, pursuant to state and federal law. Employees may elect, but will not be required, to use vacation/PTO, sick leave, or other accrued paid leave benefits when taking time off under this policy.

To the extent allowed under applicable law, employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Court Attendance and Witness Duty: The Company provides reasonable and necessary unpaid leave to employees who are subpoenaed to attend, participate in, or prepare for court proceedings, as a witness, crime victim, or otherwise, in accordance with applicable law. Exempt employees will continue to receive their regular salary for any week in which they perform any work while also participating in court proceedings or on witness duty, pursuant to state and federal law. If court attendance or witness duty is work-related, it will be paid.

Employees who receive a subpoena or summons to appear in court should provide the Company with as much notice as possible of the need for leave, and employees may be asked to provide supporting documentation to support any leave taken under this policy. Employees must notify Our HR Contact as soon as practical following court attendance regarding their

return to work. Employees may elect, but will not be required, to use vacation/PTO, sick leave, or other accrued paid leave benefits when taking time off under this policy.

Voting Leave: Any employee whose work schedule does not provide sufficient time to vote while polls are open during non-work hours will be granted up to 2 hours off from work with pay to vote. Voting leave will only be paid for non-exempt employees. Exempt employees will continue to receive their regular salary for any week in which they perform any work while taking off time to vote, pursuant to state and federal law. To the extent permitted by law, we may select the hours employees are excused to vote. Please notify **Our HR Contact** of the need for voting leave. Upon return from leave, the Company may require employees to provide proof of having voted, such as a voting sticker.

Employee Rights in Emergency Conditions

In emergency conditions, all employees have certain rights and protections to ensure their safety and wellbeing, whether working in the office, out in the field, or remotely. An “emergency condition” is defined to mean (i) conditions of disaster or peril caused by natural forces or a criminal act, or (ii) an order to evacuate a workplace, worksite, an employee’s home, or the school of an employee’s child. Notably, an “emergency condition” does not include a health pandemic.

During an emergency condition, employees are permitted to leave work or refuse to report to work during an “emergency condition.” Employees must provide advance notice to their supervisor of the emergency condition requiring them to leave or refuse to report to the workplace or worksite. If advance notice is not feasible, employees must provide notice as soon as possible.

The Company prohibits any adverse action against employees for refusing to report to, or leaving, work for an emergency condition described in (i) above if the employee has a reasonable belief an evacuation order described in (ii) above. Additionally, the Company will not prevent employees from accessing their mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

Non-exempt employees are not paid for absences taken in accordance with this policy but may use any available vacation/PTO time.

California Civil Air Patrol Leave

If the Company employs 16 or more employees, the Company provides eligible employees who have been employed with the Company for 90 days immediately preceding the commencement of leave, are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions with up to 10 days of unpaid leave per calendar year. Leave under this policy for a single emergency operational mission cannot exceed 3 days unless an extension is granted by appropriate government entities and approved by the Company. Employees are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment. Employees may choose to use any accrued vacation/PTO time, if available, for an absence described above.

Leave for Emergency Rescue Personnel

To the extent required by applicable law, the Company provides eligible employees who are volunteer firefighters, reserve peace officers, members of a disaster response team, or emergency rescue personnel (“emergency rescue personnel”) with unpaid leave to perform their duties in the case of an emergency. If the Company employs 50 or more employees, to the extent required by applicable law, emergency rescue personnel may also take a temporary, unpaid leave to engage in fire, law enforcement, or emergency rescue training.

If an employee qualifies as a state-sponsored or requested Emergency Rescue Personnel, the employee must alert their supervisor and Our HR Contact so that they are aware of the fact that the employee may have to take time off under this policy. In the event that an employee needs to take time under this policy, the employee must alert their supervisor and Our HR Contact in writing as far in advance as possible. Also, the employee must provide the Company with supporting documentation evidencing their performance of responsibilities under this policy upon returning to work. Employees may elect, but will not be required, to use any accrued vacation/PTO or sick leave time, if available, for an absence under this policy.

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. Employees are expected to notify the Company of upcoming military duty by providing their supervisor or Our HR Contact with a copy of their orders as soon as possible. We ask that employees are sensitive to the Company's needs when scheduling military-related training. If the Company does not completely and timely address the request for military leave, contact DecisionHR.

Leave for Military Spouses and Registered Domestic Partners of Military Personnel

If the Company employs 25 or more employees, and the employee's spouse or registered domestic partner qualifies as military personnel, the employee may take up to 10 days of unpaid leave during the time their military spouse/registered domestic partner is home on leave during a period of military deployment. Employees may choose to use any accrued vacation/PTO time, if available, for an absence described above. Please contact Our HR Contact to request leave under this policy.

Leave for Organ and Bone Marrow Donors

If the Company employs 15 or more employees, employees may be eligible for leave under this policy. An employee who provides written verification to Our HR Contact that the employee is an organ or bone marrow donor is entitled to receive a job protected paid leave of absence that may be taken in one or more periods to donate. If the employee has been employed for at least 90 days. Eligible organ donors are entitled to a paid leave of absence not to exceed 30 business days in any 1-year period. Employees will be required to use up two weeks of their sick or vacation/PTO for organ donor leave. Such employees may also be eligible for an additional unpaid leave of absence not to exceed 30 business days in any 1-year period if they have exhausted all available sick leave. Eligible bone marrow donors are entitled to a paid leave of absence not to exceed 5 business days in any 1-year period. Employees will be required to use up to 5 days of their sick or vacation/PTO for bone marrow donor leave. The one-year period is measured from the date the eligible employee's leave begins and will consist of 12 consecutive months. Leave under this policy does not run concurrently with leave taken pursuant to the CFRA or the federal FMLA.

Leave for Victims of Felony Crimes

To the extent required by applicable law, the Company provides employees who are victims of felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding in which a right of the victim is at issue. To take this leave, employees must provide Our HR Contact in advance with a copy of the notice of the proceeding. If advanced written notice is not possible, the employee must provide the Company with notice of the need for leave as soon as practicable and upon returning to work the employee must submit supporting documentation evidencing the employee's attendance at the judicial proceeding. Employees may choose to use any accrued vacation/PTO time, if available, for an absence described above.

Leave for Victims of Qualifying Acts of Violence

Employees may be eligible for leave under this policy if the employee or their family member are a victim of a qualifying act of violence, defined as domestic violence, sexual assault, stalking, or any act, conduct, or pattern that includes a) bodily injury or death to another individual; b) exhibiting, drawing, or brandishing a firearm or other dangerous weapon; or c) a reasonably perceived or actual threat to use force against another individual to cause physical injury or death, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime. "Family member" for purposes of this policy includes a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner as defined under the CFRA or a designated person. For purposes of this policy, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The Company may limit an employee to one designated person per 12-month period for leave under this policy.

Eligible employees who are a victim of a qualifying act of violence or whose family member is deceased as a result of a qualifying act of violence may receive up to 12 weeks of unpaid leave under this policy. Eligible employees whose family member is a victim of a qualifying act of violence, but not deceased, may receive up to 5 days of unpaid leave to assist in relocation purposes, and up to ten (10) days of leave in total under this policy. Eligible employees may also take unpaid time off to serve on a jury as required by law, appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, or seek relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure their health, safety or welfare or that of their child.

If the Company employs 25 or more employees, employees who meet or whose family member meet the definition of victim above may also be eligible to take unpaid time off to: (1) to obtain or attempt to obtain any relief such as a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim; (2) to seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence; (3) to seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence; (4) to seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence; (5) to participate in safety planning or take other actions to increase safety from future qualifying acts of violence; (6) to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare; (7) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; (8) to seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence; (9) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or (10) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

To be eligible for this leave, employees must provide the Company with advance notice of their need for leave. If advance notice is not possible, employees must provide the Company with the following certification within a reasonable amount of time after returning to work: (1) a police report showing that they or their family member meet the definition of a victim as set forth above (2) a court order protecting the employee or their family member from the perpetrator of the qualifying act of violence or other evidence from the court or prosecuting attorney that they or their family member appeared in court, (3) documentation from a medical professional, domestic violence or sexual assault counselor, victim advocate, health care provider, or counselor showing that their absence was due to the employee or their family member receiving treatment or services directly related to the qualifying act of violence, or (4) any other form of documentation that reasonably verifies that the qualifying act of violence occurred including, but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this policy. The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for leave under this policy.

Employees may choose to use any available accrued paid leave benefits for an otherwise unpaid absence under this policy.

In addition, employees who are victims or whose family member is a victim of a qualifying act of violence are entitled to a reasonable accommodation for the employee's safety while at work. Employees should notify their supervisor or Our HR Contact if they require such an accommodation, their circumstances change and if they need a new accommodation, or if they no longer need an accommodation. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. The Company reserves the right to request supporting documentation of the need for reasonable accommodations under this policy. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the CFRA or the federal FMLA.

Paid Sick Leave – California

Please note, this Policy does not alter the rights and obligations under any separate paid time off or sick leave policy that may be provided by the Company, if applicable. The Company may offer different benefits than are discussed in this Handbook. If you have any questions, please contact Our HR Contact or your supervisor.

All employees who work in California are eligible to accrue and use paid sick leave. This policy covers exempt, part-time, and temporary employees, and complies with all local jurisdictions. Employees begin accruing leave at the commencement of employment and may begin using paid sick leave on their 90th day of employment.

Eligible employees will accrue 1 hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 80 hours or six days of paid sick leave during each 12-month period. The Company defines a 12-month period for purposes of this policy only as running from January 1 to December 31. On their 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of 40 hours or 5 days per 12-month period for most employees. Non-exempt employees who work at least 2 hours per week in the City of Los Angeles may use up to 48 hours per 12-month period. Non-exempt employees who work at least 2 hours per week in the cities of Berkeley and Santa Monica, and all employees who work in the cities of Emeryville, Oakland, and San Francisco, are not limited in the amount of available accrued paid sick leave they can use. A maximum of 80 hours or 10 days of accrued unused paid sick leave will carry over at the end of each 12-month period. Employees must use accrued paid sick leave in increments of at least 2 hours, except that employees working in the cities of Oakland and San Francisco may use leave in increments of 1 hour.

Leave under this policy may be used:

1. In connection with the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee, the employee's family member, or a designated person. In the City of San Francisco this includes time off in connection with a bone marrow and/or organ donation by an employee or an employee's family member. In the City of Emeryville this includes leave used to provide care for a guide dog, signal dog, or service dog of the employee, or the employee's family member. In the city of Los Angeles, this includes leave for any individual related by blood or affinity whose close association with a non-exempt employee is the equivalent of a family relationship.
2. By an employee to serve as required by law on an inquest jury or trial jury...By an employee who is a victim of any crime to appear in court as a witness to comply with a subpoena or other court order;
3. By an employee who is or whose family member is a victim of certain crimes attending judicial proceedings related to that crime including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue;
4. By an employee to serve as required by law on an inquest jury or trial jury;

5. By an employee who is a victim of a qualifying act of violence, including domestic violence, sexual assault, stalking, or an act that causes bodily injury or death, involves the brandishing of a dangerous weapon, or involves a threat of violence, to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
6. By an employee who is a victim of a qualifying act of violence to obtain victim relief, including, but not limited to, to obtain a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child;
7. If the Company employs 25 or more employees total: By an employee who is a victim or whose family member is a victim of a qualifying act of violence to do the following related to or caused by the qualifying act of violence:
 - a. obtain or attempt to obtain any relief for the family member including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim;
 - b. seek, obtain, or assist a family member to seek or obtain medical attention for or to recover from injuries;
 - c. seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency;
 - d. seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services;
 - e. participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
 - f. relocate or engage in the process of securing a new residence including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
 - g. provide care to a family member who is recovering from injuries;
 - h. seek, obtain, or assist a family member to seek or obtain civil or criminal legal services;
 - i. prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding; or
 - j. seek, obtain, or provide childcare or care to a care-dependent adult if necessary to ensure the safety of the child or dependent adult.
8. To augment any period of unpaid time off within three (3) months of the death of an employee's family member as defined in the Bereavement Leave policy; and
9. For employees working in the City of San Diego: If the employee's place of business is closed by order of a public official due to a Public Health Emergency or the employee is providing care or assistance to a child whose school or childcare provider is closed by order of a public official due to a Public Health Emergency.

For purposes of (1) above, "family member" includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a stepparent or parent-in-law), grandparent, grandchild, sibling. "Designated person" is a person identified by the employee at the time the employee requests paid sick leave. Employees will be limited to identifying 1 designated person per 12-month period.

For purposes of (3) above, "victim" is (i) a person whom a violent felony, serious felony, and/or felony theft or embezzlement is committed against, or (ii) a person who suffers direct or threatened physical, psychological, or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: (a) vehicular manslaughter while intoxicated; (b) felony child abuse likely to produce great bodily harm or a death; (c) assault resulting in the death of a child under 8 years old; (d) felony domestic violence; (e) felony physical abuse of an elder or dependent adult; (f) felony stalking; (g) solicitation for murder; (h) a serious felony; (i) hit-and-run causing death or injury; or (j) felony driving under the influence causing injury; and (k) sexual assault.

For purposes of (7) above, family member is defined in the Leave for Victims of Qualifying Acts of Violence policy below.

Consult Our HR Contact for detailed information on how the dollar amount of sick pay is calculated and the amount the employee is entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee. Employees will be notified each time wages are paid, either via each paycheck or by other means, of their amount of paid sick leave (i) accrued since the last notification, (ii) used since the last notification, and (iii) any unused paid sick leave available for use.

Employees must make an oral or written request for paid sick leave. Employees requesting time off under this policy must provide as much advance notice as possible. Where the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable.

Accrued, unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated. The re-employed employee may immediately use any previously accrued and unused paid sick leave and will begin to immediately accrue additional paid sick leave upon rehire, subject to the use limitations and caps above. Employees working in the cities of Emeryville and San Francisco who separated before completing the 90-day waiting period will have any previous service credited toward this period.

The Company encourages employees to take time off under this policy and prohibits interference with any rights under this policy or retaliation against an employee for taking time off under this policy.

For more information regarding this policy or to report any concerns or issues regarding this policy, employees should contact Our HR Contact. If the Company does not completely and timely address questions or concerns regarding this policy, contact DecisionHR.

Leave available under the Company's Sick/PTO policy, if available, may be more generous than what is required under California law. In such instance, the Company's Sick/PTO policy will run concurrently with the requirements in this policy. Additionally, leave under this Paid Sick Leave policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the CFRA or the federal FMLA. Please check with Our HR Contact for more detail on the Company's PTO or Sick Leave Policy.

Pregnancy Disability Leave of Absence and Accommodation

This policy applies to all California-based employees working for companies with 5 or more employees. Employees may take an unpaid leave of absence up to 4 months for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "4 months" means the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Prior to the start of the leave, we will require a statement from the employee's health care provider indicating that the employee is unable to perform their job and the anticipated date of the employee's return. In the event the employee's leave exceeds the anticipated date of return, it is the employee's responsibility to provide further verification from the employee's health care provider that they are unable to perform the employee's job and the revised anticipated date of return. If the employee and/or their family participate in our group health insurance plan, such coverage will be continued during the employee's pregnancy disability leave on the same terms as if the employee had continued to work and in accordance with the applicable plan document. If applicable, the employee must make arrangements to pay the employee's share of the group health insurance plan premiums while on leave. In some instances, the Company may recover any premiums it paid to maintain group health insurance coverage or other benefits for the employee and their family.

Employees who are granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law.

Upon the advice of the employee's health care provider, employees may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. Possible accommodations may include, but are not limited to:

- acquisition or modification of equipment;
- more frequent or longer rest breaks;

- assistance with manual labor;
- job restructuring;
- light duty assignments;
- modified work schedule;
- temporary transfer to less strenuous or hazardous work; or
- time off to recover from childbirth.

You should promptly notify **Our HR Contact** of the need for leave or a reasonable accommodation. If the Company does not completely and timely address the employee’s request, contact **DecisionHR**. If employees are affected by pregnancy or a related medical condition, please notify **Our HR Contact** as soon as reasonably possible as we cannot provide employees with leave or a reasonable accommodation unless we know of the need for such leave or accommodation.

Public Health Emergency Leave

This policy applies to all California-based employees of companies with 100 or more employees. If employees work at a location in the City of San Francisco, in addition to the paid time off, including paid sick leave under the San Francisco Paid Sick Leave Ordinance and in compliance with the San Francisco Public Health Emergency Leave Ordinance, the Company will provide each covered employee with Public Health Emergency Leave (PHEL). Employees may be eligible for up to 80 hours of paid PHEL based on their work schedule.

Employees may use this leave when they are unable to work or telework due to the following:

1. The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee or a family member the employee is caring for resides) related to the Public Health Emergency.
2. The employee, or a family member the employee is caring for, has been advised by a healthcare provider to isolate or quarantine.
3. The employee, or a family member the employee is caring for, is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the Public Health Emergency.
4. The employee is caring for a family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the Public Health Emergency.
5. An Air Quality Emergency, if the employee is a member of a Vulnerable Population and primarily works outdoors.

For the purposes of this leave, an employee’s family member includes any person for whom an employee may use paid sick leave to provide care. Additionally, for the purposes of this policy, “Vulnerable Population” means a person who has been diagnosed with heart or lung disease; has respiratory problems, including but not limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnancy; or is age 60 or older.

Employees may use PHEL in increments that correspond with their regularly scheduled hours of work per day. Employees will not be entitled to more than 80 hours of PHEL per calendar year. The Company reserves the right to require supporting medical documentation from a healthcare provider or other documentation to confirm an employee’s status as a member of a Vulnerable Population.

Unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused Public Emergency Leave time under this policy reinstated.

Employees requesting time off under this policy must provide as much advance notice as possible if the need for leave is foreseeable. Where the need for PHEL is unforeseeable, employees must provide notice as soon as practicable. Employees are encouraged to request leave under this policy without fear of retaliation.

For more information regarding this policy, contact Our HR Contact.

Reproductive Loss Leave

If the Company employs 5 or more employees, the Company provides employees, regardless of sex or gender, who have been employed with the Company for at least 30 days immediately preceding the commencement of leave, with up to 5 days during a rolling 12-month period (measured backwards from the first day of leave under this policy) of unpaid reproductive loss leave following a reproductive event. A reproductive loss event means the day, or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Eligible employees who experience more than one reproductive loss event in a 12-month period will be limited to 20 paid or unpaid days off within a rolling 12-month period (measured backwards from the first day of leave under this policy).

Definitions

- “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.
- “Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation.
- “Assisted reproduction” does not include any pregnancy achieved through sexual intercourse.

Using Leave

Employees who experience a reproductive loss event while at work will be permitted to begin their leave and take off the remainder of the scheduled hours that day. Leave under this policy may be taken in a single block of time or intermittently within 3 months of the reproductive loss event. However, if, prior to or immediately following a reproductive loss event, an employee is on or chooses to go on pregnancy disability leave, leave under the CFRA, or any other leave entitlement under state or federal law, the employee may complete their reproductive loss leave within 3 months of the end date of the other leave.

Employees may elect, but will not be required, to use vacation/PTO or sick leave, or other accrued paid leave benefits when taking time off under this policy.

All time off in connection with a reproductive loss event, as defined above, should be scheduled by contacting Our HR Contact. The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for reproductive loss leave. Employees are encouraged to request and take leave under this policy without fear of retaliation.

School Disciplinary Action Leave

Employees who are requested by their child's school to appear at the school in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Employees taking leave under this policy must provide reasonable advance notice to Our HR Contact that they have been requested to appear at the school where feasible.

Unpaid Family School Partnership Leave

If employees work at a California location with 25 or more employees, parents, guardians, stepparents, foster parents, grandparents, or individuals standing *in loco parentis* with custody of school age children (K-12) are eligible for up to 40 hours of unpaid leave each year, not to exceed 8 hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may also take leave under this policy to find, enroll, or reenroll their child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider, or to address childcare provider or school emergencies.

Employees must personally notify Our HR Contact as soon as they learn of the need for a planned use of this leave. Employees may be denied time off if they do not provide their supervisors with adequate notice. The Company may require verification of the school-related activity. Employees are requested to schedule individually-scheduled activities, such as parent/teacher conferences, during non-work hours. You may choose to use any accrued vacation/PTO time, if available, for an absence described above.

WHAT WE EXPECT OF YOU

Overview

This section of the Handbook discusses an employee's responsibilities to the Company. Please thoroughly familiarize yourself with these policies and apply them at work.

Violation of any of the basic rules and expectations below, the policies in this Handbook, or any other policy of the Company may lead to discipline, up to and including termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including termination. If employees have any questions about what we expect, employees should discuss them with their supervisor or Our HR Contact. These rules do not alter the employee's employment status, whether employees are an at-will employee or otherwise. These policies will not be interpreted or administered in a manner that interferes with employees' rights under the National Labor Relations Act, including the right to discuss or share information related to compensation, hours, or other terms and conditions of employment.

Personal Dress and Appearance

Given a variety of legitimate business reasons and circumstances like safety, protection of customer and Company property or products, and public image, we expect all employees to use good judgment with respect to their dress and appearance and to present a neat and well-groomed appearance, consistent with this policy. We feel that these qualities go further than any other factor in making a favorable impression on customers and your co-workers.

The expectation is that employees will wear clothing appropriate for the nature of our business and the type of work performed. Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Employees who are provided with Company uniforms must keep them in a neat and clean condition and must wear them at all times when on duty. Good personal hygiene is also important.

The Company, in its sole discretion, will determine when an employee's attire or appearance does not meet all requirements of the Personal Dress and Appearance Policy. Employees who report to work in unacceptable attire may be required to leave work and return in acceptable attire. Such time away from work will be without pay. Violation of this policy may result in disciplinary action, up to and including termination.

The Company will not enforce this policy in violation of any federal, state, or local equal employment opportunity laws. This policy will also not be interpreted or applied to interfere with employees' rights under the National Labor Relations Act to discuss or share information related to their wages, hours, or other terms and conditions of employment. The Company will provide reasonable accommodations to this policy for an employee's religious beliefs and practices, medical needs, or other protected reasons, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. For more information, please see the Reasonable Accommodations policy.

Absenteeism and Tardiness

Employees are expected to be at work ready to perform their job duties on time during each scheduled workday. Absenteeism or tardiness is disruptive to operations and creates a burden for co-workers. Excessive, unexcused absenteeism or tardiness can result in discipline, up to and including termination.

If employees are going to be late or absent from work for any reason, employees must personally notify their supervisor as far in advance as possible so that proper arrangements can be made to manage the employee's work during their absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, employees are expected

to notify their supervisor as soon as possible. Leaving a message, voice mail or sending an email may not qualify as notifying the employee's supervisor—employees must make all reasonable efforts to personally contact the employee's supervisor. If employees are required to leave work early, they must personally contact their supervisor and obtain their permission. If employees cannot contact their supervisor directly, they must contact Our HR Contact.

When absence is due to illness or a doctor's visit, the Company may require supporting medical documentation in accordance with applicable law.

Although an employee may be terminated at any time for failing to report to work without contacting the Company, if an employee fails to report for work or call in for three (3) consecutive calendar days when the employee is scheduled to work, without justification, the employee will generally be considered to have abandoned the job and may be subject to discipline, including termination.

Poor Performance

You are expected to make every effort to learn your job and to perform at a level satisfactory to the Company at all times. This includes following through on the reasonable, job-related instructions and lawful requests of your supervisor or managers. Consistent failure to do so may result in disciplinary action, up to and including termination.

Anti-Inducement and Self-Dealing Policy

Employees are not to solicit, demand, request or suggest any customer, vendor, or supplier, to provide them or any employee affiliated persons or entities any gifts, gratuities, favors, or other items of value in exchange for any Company service or product. Employees must comply with all applicable laws, regulations, and Company policies and procedures. Employees are prohibited from engaging in any activity that could be construed as an attempt to influence a Company customer, vendor, supplier, or representative's decisions or actions or create a conflict of interest. Violation of this Company policy will result in disciplinary action, up to and including termination of employment. Further, the Company reserves the right to pursue all legal action available including both civil remedies for monetary damages and criminal charges.

Alcohol and Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs and cannabis or THC-containing products (regardless of prescription) or other unauthorized, mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while performing their work duties away from Company property. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription, other than cannabis or THC-containing products. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

While working or on the Company's premises, employees are also prohibited from: (a) having any such illegal drugs or unauthorized, mind-altering, or intoxicating substances in their system; (b) having excessive amounts of otherwise lawful controlled substances in their systems; or (c) being impaired by any illegal drug or unauthorized substance or by cannabis or THC-containing products in their system. Except where otherwise allowed by law, nothing in this policy prohibits the lawful use of cannabis or THC-containing products when an employee is not working and is not on Company property so long as the employee is not impaired by psychoactive THC when reporting to work or working.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of their job.

Prescription Drugs

With the exception of medically prescribed cannabis products or THC-containing products, the proper use of medication prescribed by the employee's physician is not prohibited when working; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from their physician whether a prescribed drug may impair job performance.

Notification of Impairment

Each employee who observes or has knowledge of another employee in a condition that impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their immediate supervisor.

Who is Tested

Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

Enforcement Policy

To enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests, saliva tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, workstations, lockers, and personal and company vehicles.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment. Violations include but are not limited to the following:

- Refusing to cooperate with searches or investigations;
- Failing to execute testing consent forms when required by the Company;
- Refusing to submit to testing or not showing up for a scheduled test;
- Tampering with any testing sample;
- Testing positive for illegal drugs or unauthorized, mind-altering, or intoxicating substances;
- Testing positive for excessive amounts of otherwise lawful controlled substances; or
- Testing positive for psychoactive THC, and the Company reasonably believes the employee is impaired

Fraud, Dishonesty and False Statements

No employee or applicant may ever falsify any application, medical history record, leave request, time entry investigative questionnaires, workplace injury report, or any other Company document. Employees are likewise prohibited from making any material dishonest or false statement to co-worker, supervisor, vendor or third party with respect to the performance of the employee's job duties. Any employee found to have falsified or made malicious misrepresentations or omissions on any such document will be subject to immediate termination of employment. If employees observe any such violations, please report them to **Our HR Contact** immediately.

Outside Employment

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment does not interfere in any way with an employee's job with the Company. You should be careful that extra hours of work do not affect the safe operation of the employee's job by leaving you tired and slow to react. Also, if a second job could create a potential conflict of interest, for example, working for a competitor, employees are required to obtain written approval, in advance, from Our HR Contact.

Sleeping or Inattention

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, the Company cannot tolerate sleeping or inattention on the job.

Smoking, Tobacco, and Nicotine

This policy applies to employees while they are on Company premises for work or work-related activities or events, while driving or traveling in a Company vehicle, or while working off Company premises. Smoking in any form or use of tobacco and nicotine products is prohibited. Smoking must be confined to designated outdoor areas. This policy does not apply to nicotine replacement medicines used for smoking cessation like patches, lozenges, and gum. Smoking is prohibited in all areas where paint and flammable materials are present. As smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke if allowed under this policy.

Solicitation - Distribution Policy

Our main job at the Company is to give our customers the best service possible. In order to allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Theft

To protect employees, the employee's co-workers and the Company, we reserve the right to inspect all purses, briefcases, packages, lockers and vehicles on the Company's property. If employees must remove Company property from the premises, they must obtain written permission in advance from the employee's supervisor.

Weapons in the Workplace

If employees work at a Company location, or attend work-related events at a Company location, possession, use or sale of

weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in Company business off premises is forbidden except where expressly authorized by the Company and permitted under state and local laws. This policy applies to all employees, including not limited to, those who have a valid permit to carry a firearm.

Employees are required to report violations or threats of violations of this policy to Our HR Contact immediately. Violations of this policy will result in disciplinary action, up to and including termination.

Workplace Violence Policy

The Company has a zero tolerance for violent acts or threats of violence against our employees, applicants, customers or vendors.

We do not allow fighting, threatening words or conduct. No employee should commit or threaten to commit any violent act against a co-worker or third party. This includes discussions of the use of dangerous weapons, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace or are aware of another individual who has been subjected to or threatened with violence, must report this information to their supervisor or manager and Our HR Contact as soon as possible.

All threats should be taken seriously and brought to our attention so we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

PROCEDURES AND GUIDELINES

Access to Payroll Records

Current and former employees have a right to inspect or receive a copy of payroll records pertaining to their employment. Within 21 calendar days of an employee's written request, or the written request of the employee's designated representative, the Company will either make payroll records available to the employee for inspection or provide a copy of the employee's payroll records to the employee or the employee's designated representative. The employee is responsible for the cost of copying the records.

Access to Personnel Records

Recognizing the confidential nature of the information in an employee's personnel record, the Company limits access to the personnel records to the employee and those with proper authorization or pursuant to legal process. No documents contained in an employee's personnel file will be released without the employee's consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

Employees may review their own personnel files with Our HR Contact present to answer any questions. Additionally, a manager may review an employee's personnel file if the employee has a current reporting relationship to that manager or has been interviewed and is being considered for a position reporting to that manager. An employee's personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within 30 calendar days of an employee's written request, or the written request of the employee's designated representative, the Company will either make personnel records available to the employee for inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative.

Bulletin Boards and Message Boards

The Company may maintain a bulletin board(s), message board(s), or internal webpage as a source of information. Any such resource is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Company. No information may be placed on these resources without the prior approval of Our HR Contact.

Business Expenses

The Company reimburses employees for all business expenses reasonably incurred in performing their duties, including but not limited to the use of personal cell phones/mobile devices or personal vehicles for business related purposes.

Reimbursement for any expense can only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts. Accordingly, employees are expected to timely provide documentation related to any business-related expense that they incur in performing their job duties to Our HR Contact. It is the employee's responsibility to timely seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

Employees who have any questions regarding the application of this policy or the expense reimbursement process should contact Our HR Contact.

Conflicts of Interest

Company policy prohibits employees from engaging in any other business that competes with the Company. Company policy also prohibits an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of the Company, except with the knowledge and written consent of Our HR Contact is also prohibited. Employees who believe that there is a possibility that any business venture of theirs may conflict with this policy, are responsible to notify Our HR Contact and obtain their approval in writing.

Employees must notify the Company in writing immediately of any conflict of interest the employee has, including but not limited to, a relationship (either family, friend, or business) with any active or prospective vendor or supplier. The notification must be sent to Our HR Contact.

Disciplinary Action

The term "discipline" is referred to as a form of training that is used to enforce and apply the guidelines, practices, and policies of the Company. Our goal in this process is to heighten each employee's awareness of policies and procedures. We believe and expect that counseling and discipline by the management team will have a positive effect on your performance, behavior, attitude, and adherence to established policies and procedures in the workplace.

The best form of discipline is self-discipline. This handbook, including its Work Rules section, serves as a non-exhaustive guideline to ensure that many of our performance expectations, guidelines, practices, and policies are clearly communicated upfront. It is the responsibility of each employee to abide by these policies and procedures, and any other policies and procedures on which he/she has been trained, during his/her employment with the Company. Generally, employees must avoid conduct that is not in the best interest of the Company or which adversely affects other employees. In the event it becomes necessary to discipline an employee, one or more of the following types of discipline may occur:

- Verbal Warning or Employee Counseling;
- Written Warning;
- Final Warning and/or Suspension;
- Demotion; and
- Discharge.

While the circumstances of a particular case can result in discharge for the first offense, other cases may result in one of the other forms of discipline listed above.

Generally, if a problem develops, the employee's supervisor will attempt to correct it with a verbal warning. If improvement is not made, a written warning may result. If disciplinary problems continue, the employee may be given a final warning and/or suspension. Any of these forms of discipline can be applied or omitted at management's sole discretion, depending on the circumstances. This policy does not create any obligation to follow any procedure. Further, this policy does not prevent, limit, or delay management from taking appropriate disciplinary action against an employee at any point, including discharge without warning, where in management's discretion, they find such action appropriate.

Please keep in mind, however, just as you are free to choose to continue or to terminate your working relationship with the Company at any time, with or without notice and with or without cause, the Company reserves the same right to continue or to cease your employment relationship for any reason, at any time, with or without notice and with or without cause.

Safety

The Company is committed to maintaining a safe work environment that complies with all applicable laws and promotes safety on the job. The health and well-being of our employees is a priority. For this reason, the Company urges employees to follow common sense safety practices and correct or report any unsafe condition to the employee's supervisor. Each employee shall be instructed regarding the Company's injury prevention program. Each employee is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported immediately to the employee's supervisor. It is only through full knowledge of every accident that the Company can continue to be a safe and healthy place to work.

Searches and Inspections

In order to protect the safety and property of all our employees, the Company reserves the right to inspect employees' lockers, desks, cabinets, briefcases, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Company computers are for business purposes only and should not be used for non-work related matters. Use of Company computers for unauthorized purposes is prohibited. Electronic mail and voice mail messages are to be used for business purposes only and are considered Company property. The Company may access its computers at any time with or without prior notice and the employee should not assume that any data stored in Company computers is confidential.

Security Access Devices

Each employee to whom a key, entry card, or other security access device ("Security Access Device") is given is responsible for proper use of that Security Access Device and will be required to sign for it. A lost or misplaced Security Access Device must be reported immediately to the employee's supervisor/manager. Never duplicate or loan a Security Access Device to anyone for any reason. See Our HR Contact right away if a Security Access Device is lost. All Security Access Devices must be turned in to Our HR Contact upon request, or upon separation from the Company. Employees who take a leave of absence must turn in any Security Access Devices prior to beginning their leave.

Seating

The Company provides seating for employees wherever possible. If employees do not have seating at their workstation and feel they need seating, employees should notify their supervisor or Our HR Contact, and we will look into the situation to determine what can be done. If the Company does not timely resolve the situation, contact DecisionHR.

Video Surveillance and Recording

The Company may utilize video cameras in various areas throughout its property. Employees are hereby notified that they may be subject to video surveillance and recording. Therefore, employees should not assume that they have an expectation of privacy while they are on Company property. No video surveillance or recording will take place in restrooms, designated changing areas, or other areas prohibited under state and/or federal law. Any and all surveillance and recording will be done in accordance with federal and applicable state laws. Please contact the employee's supervisor with any questions regarding monitoring or recording.

TECHNOLOGY AND INFORMATION

Information Technology

The following policy governs the use of all Company controlled computer equipment and software, collectively referred to hereinafter as "Company IT." The Company IT includes all computing/processing assets either owned, leased, internally developed, or otherwise within the company's control, including servers, computers, laptops, tablets, handheld devices, storage devices, electronic devices, cell phones, smart phones, scanners, copiers, fax machines, databases, applications, cloud services, and network infrastructure used for Company business (including e-mail, voice mail, Internet access, data processing, data storage, and application development, installation, and maintenance). The policy also governs all personal devices used for Company business including tablets, handheld devices, laptops, cell phones, smart phones, portable storage devices, or home computers that are connected with or to the Company's computer system on a regular or intermittent basis, but which otherwise are not Company IT. This policy may not be changed except in a written document issued by Our HR Contact.

Every component of the Company IT is the Company's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored, transmitted or received via Company IT remain the sole and exclusive property of the Company. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access Company IT in any manner that is unlawful, or contrary to applicable Company policies. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

Company Property

All software that has been installed on the Company IT is Company property and may not be used for any non-business, unlawful, or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on the Company IT and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company, and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Company.

Upon termination of employment, employees are prohibited from removing any software or data from Company IT and must completely remove all data collected, downloaded and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee will provide proof that such data has been removed from all personal computers used for Company business.

Prohibited Use Under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of Company IT. Employees are expected to use their best judgment and common sense at all times when accessing or using these systems. The following conduct, however, is strictly prohibited at any time under any circumstances:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state and local laws.
- Employees may not use Company IT in any way that violates the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic. By way of example, employees may not transmit messages that would constitute sexual harassment;

may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer/client, or other outside party.

- Employees may not use Company IT in any manner that violates Company work rules.
- Employees may not use Company IT in any manner that violates the Company's Policy on Protection of Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use Company IT for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through Company IT without prior authorization.
- Employees may not engage in gambling of any kind, stream non-work related movies or videos, watch non-work related television programs or play electronic games through Company IT.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through Company IT.

Prohibited Use During Working Time

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Company IT.
- Employees may not download, transmit, stream or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms and message boards, unless such activity is necessary for business purposes.

Unsolicited E-mail

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system. Employees may not use Company IT to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products and services without prior authorization.
- Promoting an employee's own personal business, goods, products and services.
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside e-mail, employees should delete unfamiliar or suspicious e-mail from outside the Company without opening it.

Monitoring

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company IT or personal computers used for Company business, or on the Company's voicemail system may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees may be requested to provide all passwords and access codes for the Company IT or personal computers used for Company business to Our HR Contact. If requested, changing passwords or creating new passwords thereafter without notifying Our HR Contact is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and mobile devices; review of content passing through the Company IT and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using the Company IT and/or Company data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

System Integrity

Because outside storage devices may compromise Company IT, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from Our HR Contact, and (2) scanning the data for viruses or malware. Any employee who introduces a virus or malware into the Company's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Company IT.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage Company IT through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, or who access the computer systems and information it stores and processes without authorization may additionally be subject to criminal prosecution and/or substantial civil money damages.

Mobile and Electronic Devices

While at work, employees are expected to exercise the same discretion in using mobile or electronic devices ("mobile devices") as is expected for the use of all Company devices and equipment. Excessive use of mobile devices during the workday can interfere with employee productivity and be distracting to others. Employees should use their good judgment to reasonably limit personal calls, and personal text messaging, instant messaging, emailing and other means of electronic communications during work time. Employees are asked to use mobile devices for personal use outside of working hours, and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention. The Company will not be liable for damage to, or loss of, mobile devices brought into the workplace.

Employees may not use a mobile device in a manner that violates any Company policy, including without limitation, the Company's Policy Against Unlawful Harassment, Discrimination, and Retaliation, and the Equal Employment Opportunity Policy.

Personal Use of Company-Provided Mobile Devices

The Company may issue a Company-owned handheld device to an employee for work-related communications. These mobile devices should be used in accordance with this policy. Employees are also expressly prohibited from using Company-owned mobile devices to place or receive international calls, texts, or messages that are unrelated to their job duties. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of any Company-provided mobile devices.

Recording Devices

Employees are prohibited from taking photographs or making audio or video recordings of our customers at any time. Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time.

Safety Issues for Handheld Devices

Employees are required to refrain from using their mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should pull over to the side of the road and safely stop the vehicle before using any handheld device. Employees are prohibited from using any mobile device to write, send, or read any text-based message while driving, except through the use of hands-free voice command. Under no circumstances are employees permitted to place themselves or anyone else at risk to communicate via mobile devices.

Employees charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Reimbursement

The Company reimburses employees for business expenses reasonably incurred in performing their duties, including employees' use of their mobile devices required for Company business. If the employee's job requires use of the employee's personal mobile device, such usage will generally be reimbursed at a reasonable rate, subject to the approval of a submitted copy of the employee's mobile device bill within a reasonable time after receiving the employee's bill. If an employee believes that the business that is being conducted via the employee's mobile device results in an expense to the employee that is greater than what the Company is offering, please contact Our HR Contact. To the extent possible, employees should conduct Company business by using a Company-provided equipment and technology rather than by their mobile devices.

Protection of the Company's Trade Secrets and Confidential Information

As part of your employment with the Company, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are: (1) not generally known to

the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature. Confidential information *does not* include the employee's wages, hours and other terms and conditions of employment.

Part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them remains at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees are strictly prohibited, at all times during their employment with the Company, except with prior written approval of Our HR Contact, from forwarding from their Company email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to employee's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Docs Drive account) any documents containing any Trade Secrets/Confidential Information. Employees are also strictly prohibited, at all times during their employment with the Company, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Employees must not leave any of the Company's Trade Secrets/Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information. Similarly, employees must not discuss Trade Secrets/Confidential Information in public spaces to avoid inadvertent disclosure of our Company's Trade Secrets/Confidential Information.

To the extent an employee has entered into a Confidentiality Agreement, Non-Disclosure Agreement, or other similar agreement ("Agreement"), and the terms of such Agreement conflict with this Policy, the terms of the Agreement will control. In all other aspects, this policy shall apply.

Social Media

This policy governs employee use of social media, including any tools used to share content and profiles, including, but not limited to, social networking websites, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations, or create legal liabilities, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure that employees understand the types of conduct that are prohibited. **This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in, or refrain from, such activities.**

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2)

safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company IT.

Employees are prohibited from the following:

- Disclosing on social media the Company's or any third party's Trade Secrets/Confidential Information (as the Protection of the Company's Trade Secrets and Confidential Information policy).
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, or harassment.
- Using social media to post or display content that is an intentional public attack on the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about the Company or its products, unless authorized and approved by the Company.
- Using social media while on work time, unless authorized and approved by the Company.
- Posting a photograph of a vendor, supplier, or customer on social media without that individual's express permission.
- Misrepresenting on social media an employee's title or position with the Company.
- Using social media to violate other established Company policies or procedures.
- Making statements on behalf of the Company, unless authorized and approved by the Company.

Violations of this policy may result in disciplinary action up to and including termination. If employees have any questions about this policy, contact Our HR Contact.

Employees may not use Company-owned equipment, including Company IT, Company-licensed software or other electronic equipment or facilities or Company time, to conduct personal blogging or social networking activities.

Employees should know that the Company has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice. This is particularly true in cases involving the use of Company equipment or systems.

Social media account ownership. To the extent an employee is authorized as part of their job duties to use the Company's social media account(s) to advance the employer's interests, the employer, not the employee, owns the account(s) and employees are required to return all logins and passwords for such Company accounts at the end of employment.

Unauthorized Interviews

Employees should not speak to the media on the Company's behalf without contacting Our HR Contact. All media inquiries should be directed to Our HR Contact. This policy is not designed to prohibit an employee's cooperation with a government investigation, or their ability to speak with government agency representatives on behalf of themselves, or to exercise any other rights they may have available under applicable law.

CHANGES IN STATUS

Changes In Personnel Records

To keep the employee's personnel records up to date, and to ensure that the appropriate benefits are made available to employees, promptly notify the Company of any change of name, address, phone number, number of dependents, or other applicable information.

Exit Interview

Any employee leaving the Company may be asked to participate in an exit interview conducted by Our HR Contact. The purpose of the interview is to determine the reasons for separation and to resolve any questions of compensation or continuation of benefits, Company property or other matters related to the separation.

Notice of Resignation

In the event employees choose to resign from their position, we ask that an employee give us at least two weeks' written notice. Upon the employee's separation from the Company, employees are responsible for returning Company property in the employee's possession or for which employees are responsible.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources should be directed to Our HR Contact. No employee information should be given by any other employee or manager to an outside source.

To Sum It All Up

This Handbook highlights the employee's opportunities and responsibilities at the Company. By always keeping the contents of the Handbook in mind, employees should be successful while working at the Company. Once again, welcome to the Company, and we look forward to the working relationship. We encourage employees to reach out to their supervisor or Our HR Contact if employees have any questions or need further clarification regarding this Handbook.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL EMPLOYMENT

By signing below, I acknowledge that I have received a physical or electronic copy of the Company's Handbook and that I will familiarize myself with its contents.

1. I understand that this Handbook represents the current policies, regulations, and benefits, and that except for employment at-will status, any and all policies or practices can be changed at any time, although only changes in writing issued by an authorized representative are binding on the Company. The Company retains the right to add, change, or delete policies regarding wages, benefits, and all other working conditions at any time. However, the policy of "at-will employment" (Paragraph 2) may only be changed, altered, revised or modified through a written agreement signed by myself, DecisionHR and an authorized representative of the Company.

2. At-Will Employment/Relationship. I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment. I understand that to the extent permitted under applicable law, my employment, position and compensation with the Company are at-will and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment with the Company at any time, with or without cause or advance notice, and the Company has the same right. I also understand that my at-will employment status may not be changed except in writing signed by me and an authorized Company representative. Similarly, my relationship with DecisionHR is "at-will," it may be terminated by me or DecisionHR with or without cause or advance notice. This document supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my relationship with the Company and DecisionHR.

3. Notwithstanding the foregoing, this Acknowledgement and Agreement does not supersede any executed written agreements that I may have entered into with the Company with respect to confidentiality of information, intellectual property, invention assignments, retention of documents, solicitation of customers or employees, and/or conflicts of interest guidelines. Furthermore, this Acknowledgement and Agreement does not supersede any written agreement that I may have entered into with the Company for something other than at-will employment, so long as such agreements have been memorialized in a fully executed written agreement, signed by an authorized representative of the Company.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AT-WILL POLICY.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Employee Signature

Employee Name Printed

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]