Employee Handbook

Best Logistics Technology Co., LTD





IMPORTANT CHANGES & HANDBOOK POLICY HIGHLIGHTS FOR 2020

Quick Reference

Human Resources Department Email

US-HR@Best-Inc.com

For general HR questions, contact HR at the above email address. Any specific needs can be addressed to your local HR representative.

Overtime Non-Exempt Employees

Non-exempt employees are not permitted to work hours outside their normal schedules (i.e. working from home in the evening), without prior approval from their supervisor.

Holidays

When a holiday falls on a Saturday, it is usually observed on the prior Friday. When a holiday falls on a Sunday, it is usually observed on the following Monday. Company paid holidays are part of the company sponsored employee benefits package.

You are eligible for holiday pay as of your hire date, and you work over 30 hours per week on a regular basis.

Furthermore, to be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed. An unscheduled absence that is not approved in advance by your manager on the day prior or after the observed holiday may also disqualify you for a paid holiday.

Paid scheduled holidays are compensated at a rate of eight (8) or ten (10) hours per day, depending on your work schedule, and at your regular rate of compensation.

The eight (or ten) hours of holiday pay does not count towards overtime calculation.

Sick Leave

Exempt and non-exempt employees may take sick time in minimum two hour increments, up to a maximum of 48 hours per year. Unused time under this policy will not carry over each year.

On January 1st, the Company will grant 24 hours or 3 days of sick leave to each employee. On July 1st, the Company will grant an additional 24 hours or 3 days of sick leave, for a total of 48 hours or 6 sick days per calendar year.

Vacation Time

Exempt and non-exempt employees may take vacation time in minimum two hour increments.



GENERAL POLICIES

Introductory Statement

Welcome! As an employee of Best Logistics Technology Co., LTD ("Company"), we hope you will find your employment to be both rewarding and challenging.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the Company.

This Employee Handbook ("Handbook") sets forth the general terms and conditions of employment of all full and part-time employees and supervisors. Please understand that the Handbook is not intended to be a contract, express or implied, nor is it intended to otherwise create any legally enforceable obligations on the part of the Company or its employees. Employees who have entered into separate written contracts with the Company and other specifically excluded employees, however, are not covered by the terms of the Handbook.

This Handbook is designed to familiarize you with our major policies. Your supervisor or Human Resources Department will be happy to answer any questions you may have.

Statement of At-Will Employment Status

Employment at the Company is employment at-will. Employment at-will means that the employee or the Company can terminate the employment relationship with or without cause. Nothing in this Handbook or in any document or statement will limit the right to terminate employment at-will. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the Chief Executive Officer of the Company or his Designee have the authority to make any such agreement and then only in writing.

The Company retains the right to change an employee's position on an at-will basis. In other words, the Company may demote an employee or alter an employee's position with or without cause, at any time.

Integration Clause and Right to Revise

This Handbook contains the policies and practices in effect at the time of publication. This Handbook supersedes all previously issued handbooks and any inconsistent policies, benefit statements, or memoranda. The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document at any time. Any such changes must be

approved by the Chief Executive Officer of the Company or his Designee and must always be written. The Company will provide reasonable notice to employees of any such changes. No oral statements or representations can, in any way, change or alter the provisions of this Handbook. For this reason, we urge you to check with the Human Resources Department to obtain current information regarding the status of any procedure or policy.

This Handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Employee Handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

This Handbook replaces and supersedes all earlier handbooks, policies, benefit statements, or memoranda.

Acknowledgment of Receipt

Each employee will be given a Receipt for Employee Handbook and Acknowledgment for At-Will Employment. The receipt is located at the end of this Handbook. Each employee will sign the acknowledgement electronically in the HRIS system.

Equal Employment Opportunity

This Company is an equal opportunity employer. Company policy prohibits unlawful discrimination based on race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

The Company is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company, and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Human Resources representative with day-to-day personnel responsibilities and

request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to your manager or Human Resources representative. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Company will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by

management, employees, or your coworkers.

Unlawful Harassment

The Company is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment, and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. The Company's antiharassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and co-workers.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
 - Visual conduct such as derogatory and/or sexuallyoriented posters, photography, cartoons, drawings or gestures.



- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
- Retaliation for having reported, or threatening to report, harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other company manager, or your Human Resources representative as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Human Resources Department. The Company will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee

determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A Company representative will advise all parties concerned when the investigation has been concluded. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Policy Against Violence

The safety and security of our employees, residents, tenants, vendors, contractors, and the general public is of essential importance. Threats or acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Any act of intimidation, threat of violence, or act of violence committed against any person on Company property is prohibited.

The following definitions apply:

 Intimidation: A physical or verbal act toward another person, the result of which causes that person to

- reasonably fear for his or her safety or the safety of others.
- Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.
- Act of violence: A physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.

No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, while on Company property, except as required in the lawful course of business or as authorized by state law.

The following are prohibited:

- Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
- Any act or threat of violence, which endangers the safety of employees, residents, tenants, vendors, contractors, or the general public.
- Any act or threat of violence made directly or indirectly by words, gestures, symbols, or email.

 Use or possession of a weapon on the Company's premises managed by the Company as permitted by state law.

It is a requirement that employees report to their supervisor or the Human Resources Department in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. Managers will refer all reports to the Human Resources department. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

Employees who violate this policy may be subject to criminal charges as well as discipline, up to and including immediate termination of employment.

EMPLOYMENT POLICIES

New Employees

During your initial months of employment, you will learn your responsibilities, get acquainted with fellow employees and determine whether you are happy with your job. Also, during this time, your manager will closely monitor your performance. Completion of the first three months of employment does not entitle you to remain employed by the Company for any definite period of time. Both you and the Company

are free, at any time, with or without cause, to end the employment relationship, including before completion of your first three (3) months of employment. All offers of employment and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States. Accordingly, all new employees are required to complete an I-9 form within three (3) days of hire. It is the employee's responsibility to maintain valid, original, unexpired, and current documentation, present the original supporting documentation to Human Resources, or provide Human Resources with such copies prior to expiration of the work authorization.

Failure to provide current legal authorization or recertification to work in the United States may result in immediate termination of employment.

Full-Time Employees

"Full-time employees" are those who are normally scheduled to work and who do work a schedule of more than 30 hours per week.

Part-Time Employees

"Part-time employees" are those who normally are scheduled to work and who do work 30 hours or less per week on a regularly scheduled basis. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are not eligible for employee benefits except where mandated by applicable law.

Temporary Employees

"Temporary employees" are those employed for short-term assignments. Short-term assignments will generally be periods of three months or less, however such assignments may be extended. Temporary employees are not eligible for employee benefits except where mandated by applicable law.

Exempt Employees

"Exempt employees" include those employees who are in executive, administrative or professional positions who are not eligible for overtime.

Non-Exempt Employees

"Non-exempt employees" are eligible for overtime in accordance with state and federal law.

Job Duties

At the beginning of your employment, your manager will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your



employment. From time-to-time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected. The Company reserves the right, at any time, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities. However, the Company will provide immediate notice of any discharge, layoff, or leave of absence that the Company initiates, pursuant to state and federal law.

Employees Who Are Required to Drive

Employees who are required to drive a Company vehicle or their own vehicle on Company business will be required to show proof of current, valid licenses and any applicable current effective insurance coverage prior to their first day of employment, and before they drive a company vehicle.

The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage, or who is uninsurable under the Company's policy.

Work Schedules

Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or work stations at the start of their scheduled shifts, ready to perform their work.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, make a request to your manager, who may authorize an exchange if possible. Work schedule exchanges will not be approved for mere convenience, if they will disrupt or interfere with normal operations or require overtime.

The workday (a consecutive 24-hour period) begins at 12:01 a.m. and ends at midnight. The workweek (a consecutive seven-day (7) period) begins at 12:01 a.m. on Sunday and ends at midnight on the following Saturday.

Meal and Rest Periods

Non-exempt employees who work a full day are provided with an unpaid half-hour meal period, to be taken by the end of the fifth hour of work. Your supervisor will schedule your meal period.

(*California Employees*) Employees who work more than a ten (10) hour day are entitles to a second, unpaid half-hour meal period. In addition to meal periods, employees are

allowed ten (10) minute rest periods for every four (4) hours of work or every major portion thereof. Your supervisor will schedule your meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Extended, unauthorized breaks or meal periods will be subject to disciplinary action, up to and including termination. Do not leave the premises during your rest period and do not take more than your scheduled time for each rest period. You may leave the premises on your meal period.

Your manager may schedule your meal and rest periods if it becomes necessary to ensure workload coverage.

Timekeeping Requirements

All non-exempt employees are required to record time worked on a time clock for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than the Employer's business.

Changes on the time card records must be done and approved by a manager or the Human Resources Department only.
Punching another employee's time, allowing



another employee to punch your time, or altering a time is not permitted, will not be tolerated and will be subject to disciplinary action, up to and including termination.

Any errors on your time card records should be reported immediately to your supervisor or the Human Resources Department, who will attempt to correct legitimate errors.

Payment of Wages

Paydays are every other Friday. If a regular payday falls on a holiday, employees will be paid the day prior.

If there is an error on your check, please report it immediately to the Human Resources Department.

Pay for Mandatory Meetings/Trainings

The Company will pay non-exempt employees for their attendance at meetings, lectures and training programs under any of the following conditions:

- Attendance is mandatory.
- The meeting, course or lecture is directly related to the employee's job.
- The employee who is required to attend such meetings, lectures or training programs will be notified of

- the necessity for such attendance by his/her manager.
- Any overtime hours worked will be paid at the appropriate overtime rate.

Overtime

As necessary, non-exempt employees may be required to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a given workweek will be counted. The Company will attempt to distribute overtime evenly and accommodate individual schedules. All employees must receive authorization from their supervisor before working any overtime.

The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

The Company's workday begins at 12:01 a.m. and ends 24 consecutive hours later. The Company's workweek (seven (7) consecutive workdays) begins each Sunday at 12:01 a.m. and ends on midnight on the following Saturday.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Non-exempt employees are not permitted to work hours outside their normal schedules (i.e. working from home in the evening), without prior approval from their supervisor.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and will be construed in accordance with the Act. Employees are encouraged to bring any question concerning their salary pay to the Human Resources Department so that any inadvertent error can be corrected.

For further important overtime information specifically applicable to you, please refer to your state's supplemental information on Overtime.

Advances

The Company does not permit advances against paychecks or against unaccrued vacation wages or sick time.

Raises

Raises are awarded at the sole discretion of the Company and are based upon factors including, but not limited to, quantity and quality of work, knowledge of the job, length of service, cooperation, initiative, reliability, attendance, acceptance of responsibility and



budget considerations. Employees may only be considered for a raise on an annual basis. Any variations as to this policy will be at the sole discretion of the Chief Executive Officer of the Company or his Designee.

A pay raise is not a promise of continued employment with the Company.

Personnel Records

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. Any request for information from personnel files must be directed to the Human Resources department. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your version of any disputed item to the file.

The Company will attempt to restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to the Human Resources Department. Only the Human Resources Department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. Verification of employment requests by outside sources will require written

requests sent to the Human Resources
Department. Your signature consenting the
disclosure of your personnel file information
should be included in these requests.
However, the Company will cooperate with
requests from authorized law enforcement
or local, state or federal agencies conducting
official investigations and as otherwise
legally required.

The Company is required by law to keep current all employees' names and addresses. Employees are responsible for promptly reporting any changes to this information to the Human Resources Department.

Employee References

All requests for references must be directed to the Human Resources Department. No other manager, supervisor or employee is authorized to release references for current or former employees. The Company's policy as to references for current or former employees of the Company is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the Company will also provide a prospective employer with the information on the amount of salary or wage you last earned.

Performance Evaluations

Employees will receive performance reviews. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance.

Open-Door Policy

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your goodfaith complaints, questions and suggestions also are of concern to the Company. Other than complaints about harassment or discrimination whereby you may bring them directly to the Human Resources Department's attention, we ask that you take your concerns first to your manager, following these steps:

1. Raise any problems or complaints



with your direct supervisor immediately following the incident or occurrence that gives rise to the problem. The majority of problems, questions and misunderstandings can be resolved through effective and timely communication with your supervisor. Your direct supervisor may elect not to take action if too much time has elapsed before the complaint is made.

- 2. If your question or complaint is not settled to your satisfaction by your direct supervisor, or if for any reason you cannot effectively discuss the situation with your direct supervisor, you should consult with your department head.
- 3. If a complaint is still not settled after meeting with your department head, you should file a written complaint of the incident in the Human Resources Department. A representative of the Human Resources Department will hear the complaint and provide you with a response after he/she has met with the department head. Any decisions made by the head of human resources are final.

The Company encourages all complaints to be handled at the department level. However, the following exceptions are recognized as instances where you may file a complaint with the Human Resources Department without first meeting with your department head:

- If you suspect or have evidence that a law is being violated or is about to be violated.
- If a safety hazard exists that threatens the health of an employee or customer.
- If the complaint directly involves the department head or if you can reasonably demonstrate that the department head may not be able to deal objectively with the situation.
- If you are the victim of discrimination, sexual harassment or other forms of harassment.

Using this system, the Company believes your complaints can be resolved and your interests handled fairly, honestly and expeditiously.

This procedure is important for both you and the Company. The Company cannot promise that every problem will be resolved to your satisfaction. However, the Company values your input, and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Employment of Relatives

The Company may choose not to hire relatives where actual or potential problems may arise regarding supervision, security, safety or morale, or where potential conflicts of interest exist. "Relatives" are defined to include spouses, children, siblings, parents, in-laws and step-relatives. Otherwise, the Company may hire relatives at its discretion.

Conflicts of Interest

Situations of actual or potential conflict of interest are to be avoided by all employees. Personal or romantic involvement with a client, competitor, supplier or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

Other potential conflicts of interest include:

 Accepting personal gifts or entertainment from competitors, clients, suppliers, or potential suppliers, or offering or providing personal gifts or entertainment when such actions are prohibited.



- Working for a competitor, supplier, or client.
- Engaging in self-employment in competition with the Company.
- Using proprietary or confidential Company information for personal gain to the Company's detriment.
- Having a direct or indirect financial interest in or relationship with a competitor, client or supplier.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his/her immediate supervisor, or any other appropriate supervisor, so that it can be determined whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action, up to and including termination of employment.

Involuntary Termination and Discipline

Violation of Company policies and rules may warrant disciplinary action. The Company has established a disciplinary system that includes verbal warnings, written warnings and suspension. The system is not formal and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of employment. Should the Company decide to terminate your employment, it may provide you with an opportunity to ask questions and provide comments. The Company's policy of discipline or termination in no way limits or alters the at-will employment relationship.

Voluntary Termination

An employee who voluntarily resigns his/her employment or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by his or her supervisor, will voluntarily terminate employment with the Company. All Company-owned property (keys, identification badges, access badges, parking permits, etc.) must be returned immediately upon termination of employment.

STANDARDS OF CONDUCT

Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the Company. Such conduct will lead to disciplinary action, up to and including termination. This list of prohibited conduct is not exhaustive. Other types of conduct, not specified below, may also be prohibited if it is injurious to security,

personal safety, employee welfare, or the Company's operations.

- Falsification of employment records, employment information, or other Company records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another employee's.
- Theft, deliberate, or careless damage or destruction of any Company property or the property of any employee or customer/client.
- Removing or borrowing Company property without prior authorization.
- Unauthorized use of Company equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on Company property.
- Participating in horseplay or practical jokes on Company time or on Company premises.
- Carrying firearms or any other dangerous weapons on Company premises at any time.



- Engaging in criminal conduct whether or not related to job performance.
- Causing, creating or participating in a disruption of any kind during working hours on Company property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Using threatening or abusive language at any time on Company premises.
- Failure to notify a supervisor when unable to report to work.
- Unreported absence of three (3) consecutive scheduled workdays.
- Leaving the work place without first obtaining permission for any reason during normal working hours.
- Failure to observe working schedules, including rest and lunch periods.

- Failure to provide a physician's certificate when requested or required to do so.
- Sleeping or malingering on the job.
- Making or accepting personal telephone calls during working hours, except in cases of emergency or extreme circumstances.
- Using the Internet for personal reasons.
- Working overtime without authorization or refusing to work assigned overtime.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Violation of any safety, health, security or Company policies, rules or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Unlawful harassment.
- Incompetence.
- Reporting to work under the influence of any controlled substance that may affect or impair work

- performance. (Employees who take prescribed medication that may affect job performance shall discuss this in advance with their supervisor.)
- On duty use of any controlled substance that may affect or impair work performance. (Employees who take prescribed medication that may affect job performance shall discuss this in advance with their supervisor.)
- Disclosure of confidential client, employee, facility and/or corporate information to any unauthorized person or agency.
- Physical abuse of a client or coworker.
- Unprofessional involvement with a client or co-worker.
- Abuse of paid sick leave.
- Dishonesty.
- Misuse or removal of employee lists, business records, or confidential information of any kind without prior authorization.
- Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety of the Company, its employees, customers or property.



- Creating or contributing to unsanitary conditions or failure to maintain a neat and orderly work area.
- Making false or malicious statements concerning the Company, any (cont'd) Company employee or Company services.

This above statement does not alter the Company's policy of at-will employment. Either you or the Company remains free to terminate the employment relationship at any time, with or without reason.

Off-Duty Conduct

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct on the part of an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the Company, employees are expected to devote their energies to their jobs with the Company. For this reason, second jobs are strongly discouraged. The following types of outside employment are strictly prohibited:

- Employment that conflicts with an employee's work schedule, duties and responsibilities.
- Employment that creates a conflict of interest or is incompatible with the employee's employment with the employer.
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company.
- Employment that requires the employee to conduct work or related activities on the Company's property during the employer's working hours or using the employer's facilities and/or equipment.
- Employment that directly or indirectly competes with the business or the interests of the Company.

The Company shall not provide workers'

compensation coverage or any other benefit for injuries occurring from or arising out of outside employment.

No Smoking Policy

The Company wants to provide a healthy and safe environment for all employees, clients, volunteers and visitors. The Company recognizes the risks associated with second-hand smoke and wishes to protect its employees, clients, volunteers and visitors from these risks. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted tobacco, marijuana or similar contents, cigar cigarette, pipe, electronic cigarette, vaping device, or other smoking equipment. Smoking is prohibited within 20 feet of all company building exits/entrances. Smoking is only allowed in the designated areas as specified by building signage. Please refer to the human resources representative at your location for specific details.

Smoking outside of the designated areas is not permitted on company property. Company property refers to all property that is rented, leased owned or controlled by the Company, including parking lots and adjacent areas. It also extends to Company equipment and vehicles on or off company property.

In order to enforce this policy, the Company reserves the right to implement measures



necessary to deter and detect abuse of this policy, including disciplinary action as the Company deems appropriate.

Drug and Alcohol Abuse

The Company is committed to maintaining high standards of employee safety, productivity, and reliability. The Company seeks to ensure a safe and productive working environment and prevent accidents, injuries, and property damage which may result from drug and/or alcohol use. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health.

The Company strictly prohibits the following conduct:

- Reporting to work or returning to duty following breaks or meal periods with any amount of drugs or alcohol in your system.
- Consuming, manufacturing, buying, selling, distributing or possessing drugs or alcohol on Company premises or while off Company premises doing Company work. This rule applies regardless of whether you are on paid time or not. Company premises includes all property rented, leased, owned or controlled by the Company, including parking lots and adjacent areas. It

also extends to Company equipment and vehicles on or off our property.

Drugs refers to all controlled substances and medication containing controlled substances, including designer drugs not approved for use by the U.S. Food and Drug Administration. Drugs also applies to prescription medication and marijuana whether it is legalized or illegal.

Furthermore, any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or wellbeing of others, must notify their supervisor of such use immediately before starting or resuming work. The Company reserves the right to reassign duties and/or dismiss employees from his/her work shift if the employee could be impaired while under the use of prescription or over-the-counter drugs.

Although the use of prescribed drugs or nonprescription medications which contain controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action, failure to report the use of such substances, illegally obtaining the substance or use which is inconsistent with a prescription or label, will subject an employee to disciplinary action as determined appropriate by the Company. In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

Any employee may be required to submit to alcohol and/or drug testing whenever the Company has reasonable suspicion that the employee has been using drugs or alcohol. Any employee who is involved in any accident or injury which results in injury to themselves, or injury, death or bodily injury to someone, or significant property damage, may be required to immediately submit to testing for the detection of drugs and alcohol. The Company will determine what constitutes significant property damage.

Employees who are required to submit to a controlled substance testing are prohibited from transporting themselves to the approved collection site. A manager or the Human Resources Department will provide transportation.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while on or off Company property will not be tolerated because such conduct, even though off duty, reflects poorly the Company. In addition, people who sell or possess controlled substances will be



excluded from the Company's premises.

The rules and standards of conduct apply to all employees, full-time, part-time, or temporary associates assigned to work either on Company property or during the workday (including meals and rest periods). Violation of the above rules and standards of conduct will not be tolerated. The Company also may bring the matter to the attention of appropriate law enforcement authorities. The Company will encourage and reasonably accommodate employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave.

The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation.

This policy on treatment and rehabilitation

is not intended to affect the Company's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Punctuality and Attendance

As an employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work as scheduled on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call less than one hour before your scheduled time to begin work, you will be considered tardy for that day. In

all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence.

Time off requests must be submitted to your manager as soon as reasonably possible for all unscheduled absences.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated and may result in termination of your employment.

Personal Standards and Dress Attire

Because each employee is a representative of the Company in the eyes of the public, it is important that each employee report to work properly groomed and wearing appropriate attire. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard.

Examples of appropriate attire include the following:

 Tops: All shirts with collars, crewneck or V-neck shirts, sweaters,



turtle necks, blouses, golf and polo shifts.

- Bottoms: Slacks, trousers, jeans without holes or frays; skirts no shorter than 4 inches above the knee.
- Footwear: Slip-on or tie shoes, dress sandals, athletic shoes.

Examples of <u>inappropriate</u> attire include but not limited to the following:

- Tops: Shirts with inappropriate slogans or offensive logos, tank tops, muscle shirts, crop tops.
- Bottoms: Shorts, sweat pants.
- Footwear: Floppy sandals, flip-flops.

Employees who work in the warehouse must dress with safety in mind accordingly. This includes wearing closed-toe shoes and any safety equipment where applicable.

Please consult with your supervisor or the Human Resources Department for clarification as needed.

Confidentiality

In the course of your work, you may have access to confidential information regarding the Company, its suppliers, its clients, or fellow employees. This may include client

names and information, client documents, personnel records, and methods of operation or internal memoranda, including this Handbook. Each employee is responsible for safeguarding confidential information obtained during employment.

You must not to reveal or disclose any confidential information about clients, coworkers, or the Company's business, unless you have been authorized to do so by your supervisor, and it is necessary for the performance of your duties. Requests for information about clients or employees must be directed to the Human Resources Department and will be given only on a "need-to-know" basis.

Any breach of this policy will not be tolerated and may result in legal action by the Company.

Business Conduct and Ethics

No employee may accept a gift or gratuity valued in excess of \$25.00 from any client/customer, vendor supplier, or other person doing business with the Company. Please discuss expenses paid by such persons for business meals or trips with the Company in advance. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service.

Media Contacts

If you are ever approached for interviews or comments by the news media regarding the Company, you should decline to comment. Only the contact person designated by the Chief Executive Officer of the Company may comment on Company policy or events that have an impact on the Company. If you have any questions about this policy, please contact the Human Resources Department.

Employer Property

All storage places, including lockers, desks, vehicles and cabinets are the Company's property and must be maintained according to company rules and regulations. They must be kept clean and are to be used only for work-related purposes.

The Company reserves the right to inspect all company property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Voice mail and/or Electronic mail (E-mail) are to be used for business purposes only. The Company reserves the right to listen to voice mail messages and to access E-mail messages to ensure compliance with this rule, without notice to the employee and/or in the employee's absence.

It may be necessary to assign and/or change "passwords" and personal codes for the (voice mail, E-mail, computer). These items



are to be used for company business and they remain the property of the Company. The Company may keep a record of all passwords/codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Company property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. The Company reserves the right to search all personal items to ensure that there is no misuse or violation of company policy or any law. When the Company believes there is reasonable suspicion that an employee is in possession of drugs or alcohol, weapons, stolen property or any other prohibited items on company premises, all personal items such as packages, bags, lunch boxes, lockers, or other items being carried on or removed from company premises are subject to inspection and search, with or without notice, with or without the employee's prior consent. Efforts will be made to respect reasonable integrity and privacy.

Use of Electronic Media

The Company reserves the right to access and review electronic files, messages, mail, etc., and to monitor the use of electronic communications as is necessary to ensure that there is no misuse or violation of company policy or any law.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by company management. Employees who use cellular phones, cordless phones, portable computers, and fax communications must not use these methods for communicating confidential or sensitive information or any trade secrets. Access to the Internet, Web sites and other types of company-paid computer access are to be used for company-related business only. Employees should not expect personal privacy while transmitting communication on company premises and/or using company issued property

Use of Personal Cell Phone or Mobile Device

While the Company permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of employee productivity. As a result, employees should primarily use such personal devices during non-working time, such as breaks and meal periods. During this time, employees should

use their device in a manner that is courteous to those around them. Outside of non-working time, use of such devices should be kept at a minimum and limited to emergency use only.

Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on company property unless authorized in advance by management.

Employees are expected to comply with company policies regarding the protection of the employer's confidential and proprietary information when using personal devices. Additionally, employees are expected to comply with all applicable laws regarding the protection of other employees' confidentiality and privacy. Capturing and transmitting images of other employees without prior consent is strictly prohibited. This includes, but is not limited to, transmitting and/or posting of images to social media sites, personal emails, or text messages.

Off-Duty Use of Facilities

Due to possible company liability for your safety and that of others, employees are prohibited from being on company premises or making use of company facilities while not on duty. Employees are expressly prohibited from using company facilities, company property or company equipment



for personal use. No supervisor has authority to supersede this policy.

Employee Property

An employee's personal property may be inspected upon reasonable suspicion of unauthorized possession of company property or items suspected to be in violation of company policy such as illegal drugs, alcohol or weapons. All personal items such as packages, bags, lunch boxes, lockers, or other items being carried on or removed from company premises are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Security

The security of facilities, as well as the welfare of our employees, requires that every individual be constantly aware of potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys, security passes, or identification badges are lost or misplaced. Secure your desk or work station at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles in or around your work station that may be accessible.

Health and Safety

Every employee is responsible for the safety of him or herself, as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. To promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees in the Human Resources Office. If an employee becomes aware of any hazardous conditions, threats of violence, or serious injuries at the facility, the employee should immediately notify his or her supervisor.

Housekeeping

In order to keep our working environment safe and professional, all employees are expected to keep their work areas clean and organized. Common areas such as lunch rooms, locker rooms, and restrooms should be kept clean by those using them. Please clean up after meals and dispose of trash properly.

Parking

Employee vehicles may be parked in designated areas, if space permits. If space is unavailable, employees must park off of the Company property. Employees may not use parking areas specifically designated for clients, vendors, company vehicles or management vehicles. The Company is not responsible for any loss or damage to

employee vehicles or contents while parked on company property. Furthermore, the Company is not responsible for any tow or parking citation fees that may incur as a result of an employee vehicle that is parked in unauthorized, un-designated areas.

Conducting Personal Business

Employees are to conduct only company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. If you have an unexpected and unscheduled special situation in which you need to take care of a personal matter during your regularly scheduled work hours, you should consult with your supervisor.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on company property. The Company has established rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.



No employee shall solicit or promote support for any cause or organization in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on company property.

EMPLOYEE BENEFITS

Holidays

The Company observes the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday, it is usually observed on the prior Friday. When a holiday falls on a Sunday, it is usually

observed on the following Monday.
Company paid holidays are part of the company sponsored employee benefits package. You are eligible for holiday pay as of your hire date, and you work over 30 hours per week on a regular basis.

Furthermore, to be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed. An unscheduled absence that is not approved in advance by your manager on the day prior or after the observed holiday may also disqualify you for a paid holiday. Paid scheduled holidays are compensated at a rate of eight (8) or ten (10) hours per day, depending on your work schedule and at your regular rate of compensation.

The eight (or ten) hours of holiday pay does not count towards overtime calculation. If you are a nonexempt employee required to work on a paid scheduled holiday, you will receive compensation in addition to your holiday pay. The additional compensation will be paid at your regular rate of pay for all hours actually worked. Any overtime hours worked on a paid scheduled holiday will be paid at the regular rate of overtime pay, pursuant to the policy on Overtime described via this Handbook.

Vacation Time

The Company recognizes the importance of employees having the opportunity to have

leisure time and attend to non-work matters.

Full-time employees are eligible to accrue vacation time on a per pay period basis. Part-time or temporary employees are ineligible to accrue vacation time. Vacation time is accrued based on years of service and job classifications per the following schedule:

Managers, Supervisors & Specialists

Years of Service	Vacation
0 – 4 years	80 hours or 10 days
5 – 9 years	120 hours or 15 days
10+ years	160 hours or 20 days

<u>**Grandfathered years of service and accruals will be honored to employees with a date of hire on or before December 15, 2018. The accruals for the grandfathered vacation policies will remain as if written and published for the 2018 handbook.**</u>

Years of Service	Vacation
0 – 2 years	40 hours or 5 days
2 – 3 years	48 hours or 6 days
3 – 4 years	56 hours or 7 days
4 – 5 years	64 hours or 8 days
5 – 9 years	72 hours or 9 days
10+ years	80 hours or 10 days



Employees may begin using vacation time after successfully completing 30 days of employment.

Exempt and non-exempt employees may take vacation time at minimum two hour increments. In the event you have not accrued enough vacation hours to cover the full time period of your requested time off, you may take the approved time off as unpaid time off.

It is each supervisor's responsibility to monitor such absences and to ensure that they do not become excessive. Every effort to accommodate an employee's need for personal time off work will be made wherever possible.

The Company reserves the right to decline time off requests during normal time periods of business to ensure department and business staffing needs are met.

Additionally, department heads and human resources may implement black-out periods which restrict time off requests during those specific time periods.

In general, vacations must be scheduled a minimum of thirty days in advance and with prior written approval of the employee's manager and where applicable, the employee's department head.

When scheduling conflicts develop, they will

be resolved fairly as deemed appropriate by management. Preference will generally be given to the employee who makes the earliest request, but other legitimate factors may be considered, including seniority and the amount of vacation time already taken by the employees involved.

Employees may carry forward a maximum of up to 240 hours or 30 days of unused vacation time. Once the maximum amount of vacation time has accrued, no more vacation time will be earned until some of the accrued vacation time has been used.

All accrued, unused vacation time is paid out upon separation from the Company.

Sick Leave

On January 1st, the Company will grant 24 hours or 3 days of sick leave to each employee. On July 1st, the Company will grant an additional 24 hours or 3 days of sick leave, for a total of 48 hours or 6 sick days per calendar year.

After successfully completing 30 days of employment, eligible employees may begin to use paid sick leave under this policy.

Exempt and non-exempt employees may use sick time at minimum two hour increments, up to a maximum of 48 hours per year. Unused time under this policy will not carry over each year. Sick leave will not be

considered as hours worked for purposes of overtime calculation.

Sick leave is to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave. The Company will not tolerate abuse or misuse of sick leave privileges.

Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking.

Employees may use up to one-half their yearly sick leave accrual for the purpose of attending to a child, parent or spouse who is ill. Leave for this purpose may not be taken until it has actually accrued.

Employees requesting time off under this policy should provide as much advanced notice to immediate supervisor as practicable, and employees who take more



than three days of sick leave will be required to provide appropriate documentation to the Human Resources Department in support of the leave taken.

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 their accrued, unused bank of time off under this policy made available to them.

Insurance Benefits

The Company provides eligible employees with group medical, dental and vision insurance benefits. Full-time regular employees are eligible for group health insurance after completing 30 days of employment. The effective date of coverage is the 1st of the month following completion of 30 days of employment. Please refer to the Company's benefits guide for details. Although the Company provides insurance benefits at this time, it is under no obligation to continue providing medical insurance (or any other type of insurance benefits) and may discontinue such coverage at any time, or may change the policy or coverage at its discretion.

Workers' Compensation

The Company, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers'

compensation benefits provided to injured employees may include:

- Medical care.
- Cash benefits, tax free, to replace lost wages.
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor.
- Seek medical treatment and followup care if required.
- Complete a written Employee's Claim Form where applicable and return it to the Human Resources Department.
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation (cont'd) disability leave and your ability to return to work from the leave.

Under most circumstances, upon submission

of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position, if available. If the same position is not available, an employee's return to work will depend on job openings existing at the time of his/her scheduled return. An employee's return will depend on his/her qualifications for any existing openings.

An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the



Americans with Disabilities Act (ADA).

The law requires that the Company notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may be in order.

Retirement Plan

The Company provides a 401(k) plan for eligible employees in order to assist in planning for their retirement. You are eligible to participate in the Company's 401(k) plan on the first pay period of the beginning of the quarter following 6 months from your date of hire.

For more information, please refer to the 401(k) Summary Plan Description.

LEAVES OF ABSENCE

The Company provides Leaves of Absence

(LOA) to meet the individual needs of employees and their families, and as required by various state and federal laws. The Company grants LOA for medically-related reasons, including work related injuries, illnesses and disabilities; to care of a seriously ill child, parent, and spouse or registered domestic partner; to bond with a new child through birth, placement for adoption or foster care; and for educational, military and personal needs.

- A LOA is a period of time during which the employee maintains continuous employment status with the Company, not to exceed the legally protected duration of the leave, unless otherwise authorized.
- Except for those leaves provided by law, a LOA is granted as a privilege, not a right.
- The Company complies with all state and federal laws regarding leaves of absence.
 Federal law supersedes any state law unless the state law provides greater employee leave rights.
- Unless otherwise required by law, the Company may not be able to guarantee reinstatement upon return from a LOA.
- Failure to return from a LOA on the designated return date will be considered a voluntary resignation.

- Employees on an approved LOA who have an alternate job while on leave will be considered to have voluntary resigned due to job abandonment.
- The Company will attempt to reasonably accommodate employees who are released for partial or modified duty whenever possible.
 - No vacation time benefits will accrue while an employee is on an unpaid LOA.

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and the Human Resources Department during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the Company, it will be assumed that you do not plan to return and that you have terminated your employment.

Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave.

The Company will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the

premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Company will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Company's option, the Company may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

Recreational Activities and Programs

The Company and/or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Jury Duty

The Company encourages employees to serve on jury selection or jury duty when called. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of

having served. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule. You may use available vacation paid time off to cover your jury duty leave. If you do not have any accrued, available vacation paid time this will be considered approved, unpaid time off.

Military Leave

Employees who wish to serve in the military and take military leave should contact the Human Resources Department for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

Volunteer Firefighters

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter. If you are participating as a volunteer firefighter, please alert your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so where possible.

SUPPLEMENTAL POLICIES & INFORMATION BY STATE

STATE OF CALIFORNIA

Unlawful Harassment

You also should be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Overtime

Compensation will be paid at a rate one and one-half times the employee's regular rate of pay for the following:

- All hours worked in excess of eight
 (8) hours in one workday; and
- All hours worked in excess of forty
 (40) hours in any one workweek; and
- The first eight hours worked on the seventh (7th) consecutive day of any one workweek, if the employee worked each of the previous six days.

Compensation will be paid at double the employee's regular rate of pay for the



following:

- All hours worked in excess of twelve (12)
 hours in one day; and
- All hours worked in excess of eight (8) hours on any seventh (7th) consecutive day of any one workweek, if the employee worked each of the previous six days.

Leaves of Absence

<u>Family Care and Medical Leave of</u>
<u>Absence</u>

(FMLA), California Family Rights Act (CFRA)

Family or medical leaves are allowed under the federal and state provisions of the Family and Medical Leave Act of 1993, and the California Family Rights Act, which run concurrently during a leave of Absence (LOA) un-related to medical conditions due to pregnancy. Leaves under workers' compensation will run concurrently with FMLA/CFRA where eligible.

Duration of FMLA/CFRA

Eligible employees will be entitled to a cumulative maximum of 12 weeks of medical, family care, and for military exigency leave within a 12-month leave period. Any combination of medical,

family, and military exigency leave may not exceed this maximum limit. The 12-month period is measured backwards from the date of an employee's requested family and for medical disability leave will begin.

Spouses who both work for the Company are entitled to a combined total of 12 weeks leave in a 12-month period for the birth, adoption or foster care placement of their child. In addition, leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event.

Employees disabled due to a pregnancy/disability related condition may be entitled to additional leave under CFRA. See the Pregnancy Disability Leave section for additional information.

Where required by law, additional leave beyond the 12-week period is available. See Human Resources for further information

Eligibility for FMLA/CFRA

Employees who have been employed by the Company for 12 months or more; who have worked at least 1,250 hours during the preceding 12-month period and who work at a workplace where there are at least 50 employees within a 75-mile radius are eligible for unpaid FMLA and/or CFRA leave under the following circumstances:

- For the birth and care of a newborn child, or the placement and initial care of an adopted or foster care child; or
- registered domestic partner, child, or parent with a serious health condition (Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions). For the purposes of confirmation of family relationship, an employee may be required to provide documentation or statement of family relationship; or
- Because of your own serious health condition; or
- Any qualifying exigency if an employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces, including the National Guard or



Reserves; or

 To care for an employee's spouse, son or daughter, parent, or next of kin who is a covered service member with a serious injury or illness.

Pregnancy Disability Leave (PDL)

Any employee who is disabled due to pregnancy, childbirth or related medical conditions may take an unpaid pregnancy disability leave. Pregnancy disability leave is available for the actual period of disability as certified by the employee's health care provider, up to a maximum of four (4) months per pregnancy. If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties. This will be the case if the transfer is medically advisable and can be reasonably accommodated. A Medical Certification indicating the medical advisability of the transfer is required.

Pregnancy disability leave may be taken intermittently or on a reduced work schedule, de-pending on the nature of the employee's pregnancy disability and the recommendation of her health care provider.

Leave granted under PDL runs concurrently with FMLA. Once your

child has been born and your health care provider has determined that your pregnancy-related disability has ended, you may be eligible for an additional 12 work weeks of leave. This additional leave is granted in accordance with CFRA. Employees returning from PDL within 4 months will be returned to their same or comparable position unless that job has ceased to exist or the Company could not keep the job open and operate safely and efficiently. In that event, the Company will seek to provide returning employees with a substantially similar position. Employees who are unable to return to work after taking a maximum of 4 months PDL plus any applicable CFRA leave will be considered to have voluntarily resigned.

Military Exigency Leave

FMLA-eligible employees may take a
Military Exigency Leave to deal with a
qualifying exigency related to or affected
by the active military duty or call to active
military duty in the Armed Forces,
National Guard or military reserves of the
employee's spouse, child or parent.
Qualifying exigencies include: (1) the
deployment on short notice of the family
member; (2) military events and related
activities; (3) childcare and school

activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) other post- deployment activities; and (8) miscellaneous activities as agreed to by the Company and the employee in terms of timing and duration of leave. The maximum period of leave is up to 12 weeks in a 12-month period, offset by any family care, military caregiver, or medical leave taken in that period.

In addition, all eligible employees (including employees who are not necessarily FMLA- eligible), are also entitled to "Leave for Military Spouses," which is described in the policy below.

Military Leave is unpaid. Employees may request to use their vacation pay if there is an available balance.

Military Caregiver Leave

FMLA-eligible employees may take a Military Caregiver Leave to care for a spouse, son, daughter, parent or next of kin who is a cur- rent or former member of the Armed Forces and who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or on the temporary disability retired list, for a serious illness or injury that was incurred in the line of duty while on active duty and incurred within five years prior to the treatment, recuperation or



therapy. The maximum period of leave is up to 26 weeks of leave in a 12-month period. Military Caregiver Leave is generally a one-time entitlement, and has a special 12- month leave period which begins on the first day the employee takes Military Caregiver Leave. Additional Military Caregiver Leave is available, however, if the military family member sustains a later injury or illness or for the injury or illness of a different military family member. When both spouses work for the Company, they are limited to a combined total of 26 weeks for Military Caregiver Leave.

Leave Request Procedure

Requests for family care, military family, medical, or pregnancy disability leave must be approved in advance by your supervisor and human resources. If the need for the leave is foreseeable, employees must provide the Company with at least 30 days' advance notice before the leave is to begin. If the need is not foreseeable, and 30 days' notice is not possible, notice must be given, at least verbally, as soon as practicable, and within one or two days of learning of the need for leave.

Leave requests must be made in writing and shall set forth the reasons for the requested leave, the

anticipated duration and the anticipated start date of the leave. Requests for a medical leave must be accompanied by a doctor's note.

All employees requesting a leave extension should also do so in writing, if possible, two business days prior to the end of their scheduled leave.

Where the leave extension is for the employee's or a family member's serious health condition, the request must include medical certification of the need for continued leave.

Failure to comply with this notice requirement will be grounds for, and may result in, denial or deferral of the requested leave.

Medical Certification

Employees who request a medical LOA because of their own or a family member's health condition (including pregnancy and military caregiver leave), must submit a written Medical Certification from a health care provider to support the leave request. The Human Resources Department will send you a Medical Certification form upon notification of your LOA request. Failure to provide Medical Certification within 15 days as requested may result in the leave not being protected under FMLA/CFRA and any time that you have been off work

may be unauthorized and lead to the termination of your employment.

In cases of leave for the serious health condition of an employee, if there is a dispute about the initial medical opinion, the Company may require a second opinion by a health care provider of its choice at its expense to substantiate the medical certification. If the second opinion is different from the first, the Company may require the opinion of a third health care provider (also at its own expense) jointly approved by both the Company and the employee. The opinion of the third health care provider will be binding on both the Company and the employee. The Company also requires periodic updates to support continuing leave.

Intermittent Medical LOA

You may take leave consecutively, intermittently, or on a reduced work schedule. If you take an intermittent or reduced work schedule leave, the Company may temporarily transfer you to another position with equivalent pay and benefits in order to better accommodate your leave. If you request such a leave due to medical necessity, you are required to submit certification from a health care provider stating the basis for the medical necessity and, if applicable, the anticipated schedule for



treatment.

When planning medical treatment, an employee should make a reasonable effort to schedule leave so as not to unduly disrupt business operations

Compensation During a Leave

All leaves of absence, unless otherwise indicated, are provided on an unpaid basis. If a paid holiday falls during the period that an employee is on a leave of absence, the employee will not be eligible for the holiday pay. The period that an employee is on a leave of absence is not considered time worked for purposes of determining eligibility for certain benefits such as vacation and holiday benefits.

See guidelines below for how sick and vacation pay can be used towards your leave:

- FMLA/CFRA (Employee's own condition)
 - Accrued sick pay will automatically be used first; once sick pay is exhausted or if no sick pay is available, vacation pay will be used until exhausted.
- FMLA/CFRA (To care for a family member) – Accrued vacation pay will automatically be used until exhausted.
- Personal Leave (Medical) Accrued sick pay will automatically be used first; once sick pay is exhausted or if

- no sick pay is available, vacation pay will be used until exhausted.
- Personal Leave (Non-Medical) Accrued
 vacation pay will automatically be used.
- PDL & Worker's Compensation-related
 <u>Leaves</u> If employee chooses, he/she may request to use his/her accrued pay benefits (sick pay will be used first; once sick pay is exhausted or if no sick pay is available, employee may elect to use vacation pay.)
- <u>CFRA Only</u> Accrued vacation pay will automatically be used.
- Military Leave If employee chooses, he/she may request to use accrued vacation pay.

If you plan to apply with the California Employment Development Department for a paid family leave benefit, please contact human resources to discuss the impact on your sick and vacation time usage. Once sick and vacation time are exhausted, employees may continue the balance of their leave of absence on an unpaid basis.

The use of accrued sick or vacation time during a leave shall not extend the length of an employee's FMLA/CFRA leave. FMLA/CFRA leave shall not constitute a break in service for

purposes of longevity, seniority, or any employee benefit plan.

Returning from a Medical LOA

All employees requesting a leave extension must provide medical certification of the need for continued leave at least two working days prior to the expiration of the most current medical certification on file. Failure to submit the certification in a timely manner may result in the employee's leave being unauthorized, which may lead to the termination of the employee's employment.

All employees returning from a medical disability leave must provide medical certification of their fitness to return to work prior to any restoration of employment.

Employees covered under FMLA/CFRA returning to work will be returned to the same position held prior to the leave or one that is equivalent in pay, benefits, and the terms and conditions of employment, unless the employee would have been terminated for reasons unrelated to the leave (i.e. position elimination) or if the employee can no longer perform the essential functions of the job.

The Company reserves the right not to reinstate FMLA-eligible employees who are considered "key" employees, unless



the employee has been on leave for a work-related injury and for pregnancy disability leave. The Company will notify such employees of their "key employee" status and the conditions under which they may be denied reinstatement, if applicable.

Termination

If the employee's prior position or an equivalent position is not available at the end of the approved leave, employment will be terminated.

In addition, an employee is considered to have resigned voluntarily if:

- The employee does not return to work on the next regularly scheduled workday after the end of the approved leave period.
- The employee does not return to his or her original position or an equivalent one as soon as he or she is able.
- The employee has accepted other employment during a leave period.

Military Leave

Employees who are absent from work for duty in the uniformed services will be granted an unpaid military leave and reinstatement rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. The Company will continue group health benefits during leaves of up to 30 days, and thereafter the employee may continue coverage at the employee's expense for up to 24 months under the provisions of USERRA. The maximum cumulative period of military leave during an employee's employment with the Company is five years, subject to certain exemptions. Employees who have annual military obligations are required to schedule their leave with the Human Resources Department as far in advance as possible.

Eligibility for employment reinstatement following a period of service in the uniformed services is in accordance with USERRA. Upon reinstatement, an employee's compensation, benefits, retirement eligibility, and length of service will be calculated as if he/she had been continuously employed during the service leave period. Please contact the Human Resources Department for additional details regarding military leave.

<u>Leave for Military Spouses and Domestic</u> <u>Partners</u>

Eligible employees may take up to 10 days of unpaid leave during the period the employee's spouse or registered domestic partner is home on leave from deployment during a period of military

conflict.

Eligibility requirements for this type of leave are as follows:

- The employee must be regularly scheduled for work at least 20 hours per week;
- The employee's spouse or registered domestic partner must (a) be a member of the U.S. Armed Forces, National Guard or military reserves who has been deployed during a period of military conflict (as defined in California Military Code section 395.10), and (b) if a member of the U.S. Armed Forces, must have been deployed to an area (cont'd) designated as a combat theater or combat zone by the President of the United States.

An employee wishing to take this kind of leave must give the Company advance notice of the leave, within two business days of receiving notice that the spouse or registered domestic partner will be on leave from deployment. The employee must also submit written documentation of the dates that the spouse or registered domestic partner will be on leave from military deployment.



STATE OF NEW JERSEY

Overtime

Non-exempt employees are paid overtime at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of 40 hours in any workweek.

Leaves of Absence

New Jersey Family Leave Act (NJFLA)

Federal Family Medical Leave Act (FMLA) and the State NJFLA offer covered employees up to 12 weeks of unpaid, job-protected leave for certain family and medical related reasons. The FMLA provides time off from work due to an employee's disability, while the NJFLA does not. Therefore, it may be possible to use FMLA covered time for disability without reducing NJFLA time in connection with the birth or adoption of a child or the serious illness of a parent, child or spouse. Where applicable FMLA will run concurrently with NJFLA.

Eligibility for NJFLA

Employees are eligible if they have worked for a covered employer, with at least 50 employees, for at least one year and for at least 1,000 hours for NJFLA or 1,250 hours for FMLA over the previous 12 months. Employees make take NJFLA for the following reasons:

- To care for the employee's child after birth, or placement with the employee of a son or daughter for adoption or foster care.
- To care for the employee's spouse*, son or daughter, or parent, who has a serious health condition, or;
- For FMLA, a serious health condition that makes the employee unable to perform his or her job.

*Because civil unions are recognized in the State of New Jersey, the New Jersey Family Leave Act will apply; that is, unpaid leave must also be granted to allow an employee to care for his/her civil union partner or eligible same-sex domestic partner who has a serious health condition.

NJFLA defines a "serious health condition" as an illness, injury, impairment, or physical or mental condition which requires:

- Inpatient care in a hospital, hospice, or residential medical care facility, or;
- Continuing medical treatment or continuing supervision by a health care provider.

Leave Request Procedure

Requests for leave must be approved in advance by your supervisor and human resources. If the need for the leave is foreseeable, employees must provide the Company with at least 30 days' advance notice before the leave is to begin. If the need is not foreseeable, and 30 days' notice is not possible, notice must be given, at least verbally, as soon as practicable, and within one or two days of learning of the need for leave.

Leave requests must be made in writing and shall set forth the reasons for the requested leave, the anticipated duration and the anticipated start date of the leave.

Requests for a medical leave must be accompanied by a doctor's note.

All employees requesting a leave extension should also do so in writing, if possible, two business days prior to the end of their scheduled leave. Where the leave extension is for the employee's or a family member's serious health condition, the request must include medical certification of the need for continued leave.

Failure to comply with this notice requirement will be grounds for, and may result in, denial or deferral of the requested leave.

Medical Certification

Employees who request a medical LOA because of their own or a family member's health condition (including



pregnancy and military caregiver leave), must submit a written Medical Certification from a health care provider to support the leave request. The Human Resources Department will send you a Medical Certification upon notification of your LOA request. Failure to provide Medical Certification within 15 days as requested may result in the leave not being protected under FMLA/NJFLA and any time that you have been off work may be unauthorized and lead to the termination of your employment. In cases of leave for the serious health condition of an employee, if there is a dispute about the initial medical opinion, the Company may require a second opinion by a health care provider of its choice at its expense to substantiate the medical certification. If the second opinion is different from the first, the Company may require the opinion of a third health care provider (also at its own expense) jointly approved by both the Company and the employee. The opinion of the third health care provider will be binding on both the Company and the employee. The Company also requires periodic updates to support continuing leave.

Intermittent Medical LOA

You may take leave consecutively, intermittently, or on a reduced work schedule. If you take an intermittent or

reduced work schedule leave, the Company may temporarily transfer you to another position with equivalent pay and benefits in order to better accommodate your leave. If you request such a leave due to medical necessity, you are required to submit certification from a health care provider stating the basis for the medical necessity and, if applicable, the anticipated schedule for treatment.

When planning medical treatment, an employee should make a reasonable effort to schedule leave so as not to unduly disrupt business operations.

Compensation During a Leave

All leaves of absence, unless otherwise indicated, are provided on an unpaid basis. If a paid holiday falls during the period that an employee is on a leave of absence, the employee will not be eligible for the holiday pay. The period that an employee is on a leave of absence is not considered time worked for purposes of determining eligibility for certain benefits such as vacation and holiday benefits.

See guidelines below for how sick and vacation pay can be used towards your leave:

FMLA (Employee's own condition) Accrued sick pay will automatically be
used first; once sick pay is exhausted
or if no sick pay is available, vacation

pay will be used until exhausted.

- <u>FMLA/NJFLA</u> (To care for a family member) Accrued vacation pay will automatically be used until exhausted.
- Personal Leave (Medical) Accrued sick pay will automatically be used first; once sick pay is exhausted or if no sick pay is available, vacation pay will be used until exhausted.
- Personal Leave (Non-Medical) -Accrued vacation pay will automatically be used.
- Worker's Compensation-related
 Leaves If employee chooses,
 he/she may request to use his/her accrued pay benefits (sick pay will be used first; once sick pay is exhausted or if no sick pay is available, employee may elect to use vacation pay).
- Military Leave If employee chooses, he/she may request to use accrued vacation pay.

The use of accrued sick or vacation time during a leave shall not extend the length of an employee's FMLA/NJFLA leave. FMLA/NJFLA leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan.

Returning from a Medical LOA



All employees requesting a leave extension must provide medical certification of the need for continued leave at least two working days prior to the expiration of the most current medical certification on file. Failure to submit the certification in a timely manner may result in the employee's leave being unauthorized, which may lead to the termination of the employee's employment.

All employees returning from a medical disability leave must provide medical certification of their fitness to return to work prior to any restoration of employment.

Employees covered under FMLA/NJFLA returning to work will be returned to the same position held prior to the leave or one that is equivalent in pay, benefits, and the terms and conditions of employment, unless the employee would have been terminated for reasons unrelated to the leave (i.e. position elimination), or if the employee can no longer perform the essential functions of the job.

The Company reserves the right not to rein state FMLA/NJFLA-eligible employees who are considered "key" employees, unless the employee has been on leave for a work- related injury and for pregnancy

disability leave. The Company will notify such employees of their "key employee" status and the conditions under which they may be denied reinstatement, if applicable.

Termination

If the employee's prior position or an equivalent position is not available at the end of the approved leave, employment will be terminated.

In addition, an employee is considered to have resigned voluntarily if:

- The employee does not return to work on the next regularly scheduled workday after the end of the approved leave period.
- The employee does not return to his or her original position or an equivalent one as soon as he or she is able.
- The employee has accepted other employment during a leave period.

Military Leave

An employee is entitled to take unpaid leave for active service in the U.S. or state military services.

This law protects any employee who leaves work, other than a temporary position, to do any of the following:

Take up to three months of leave for

training or assemblies relating to military service. Service members may apply within six months of military discharge to renew or reinstate a professional license that expired or lapsed during the time of service.

- Complete military service for the US armed forces.
- Participate in military assemblies or annual training.
- Attend service schools conducted by the US armed forces for up to a total of three months (but no more than three months over any four-year period).

Leave Request Procedure

Requests for leave must be approved in advance by human resources. If the need for the leave is foreseeable, employees must provide the Company with at least 30 days' advance notice before the leave is to begin. If the need is not foreseeable, and 30 days' notice is not possible, notice must be given, at least verbally, as soon as practicable, and within one or two days of learning of the need for leave.

Leave requests must be made in writing and shall set forth the reasons for the requested leave, the anticipated duration and the anticipated start date of the leave. Requests for a medical



leave must be accompanied by a doctor's note.

All employees requesting a leave extension should also do so in writing, if possible, two business days prior to the end of their scheduled leave.

Failure to comply with this notice requirement will be grounds for, and may result in, denial or deferral of the requested leave.

Upon return from leave, employee must be reinstated to the same or a similar position, unless employer's circumstances have changed to make reinstatement impossible or unreasonable. To be restored to work, an eligible employee who has taken leave for military service in the US armed forces must do all of the following:

- Provide a "certificate of completion of military service duly executed by an officer of the applicable" US armed force or organized militia.
- Be qualified to perform the duties of the position he is reemployed to.
- Apply for reemployment within 90 days after being relieved from such service.

An eligible employee who has taken

leave to participate in military assemblies or annual training or to attend service schools conducted by the US armed forces must apply for reemployment within 10 days after completing leave.

Emergency Responders Employment Protection Act

The Act prohibits employers from terminating, dismissing or suspending an employee who fails to report for work because he or she is serving as a "volunteer emergency responder" who is either: (1) actively engaged in responding to an emergency alarm; or (2) volunteering as an emergency responder during a state of emergency declared by the President of the United States or the Governor of the State of New Jersey.

Eligibility

The New Jersey Emergency Responder Employment Protection Act protects voluntary emergency responders who are absent from work because they are either:

- Serving as volunteer emergency responders during a state of emergency declared by the US President or the New Jersey Governor.
- Actively engaging in responding

to an emergency alarm.

There is no limit on the amount of emergency responder leave an employee can take, but the statute requires daily notice from the incident commander if the leave extends beyond one work day.

New Jersey Security and Financial Empowerment Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), provides employees who are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12month period, to address circumstances resulting from domestic violence or a sexually violent offense. The NJ SAFE Act prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

<u>Eligibility</u>

The employee must have worked at least 1,000 hours during the immediately



preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then current, or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee:

- Who is a victim of domestic violence, or a victim of a sexually violent offense.
- An employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.
- For the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:
- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner.
- Obtaining services from a victim services organization for the employee or the employee's child,

- parent, spouse, domestic partner, or civil union partner.
- Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner.
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil un ion partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domes – tic partner, or civil

union partner, was a victim.

Benefit Duration

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, or the federal Family and Medical Leave Act, the leave shall count simultaneously against the employee's entitlement under each respective law.

Leave Request Procedure

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the Company with written notice as far as in advance as reasonable and practicable under the circumstances. Additionally, the employee must provide the Company with documentation of the domestic violence



or sexually violent offense that is the basis for the leave. Any documentation provided in this manner will be kept in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

Please see the Human Resources Department for more information.

Temporary Disability Insurance

An employee who sustains a non-work-related sickness or injury that results in the employee's inability to perform his or her regular job duties may be eligible to receive temporary disability benefits for up to 26 weeks. The weekly benefit amount is two-thirds of the employee's average pay, up to a maximum amount set by the state each year.

For more information, you may contact the HR Department and also visit New Jersey DOL website at: _

https://myleavebenefits.nj.gov/worker/tdi

New Jersey Family Leave Insurance (NJFLI)

Employees may be eligible for up to six weeks of family leave insurance (FLI) benefits to bond with a newborn child or a newly adopted child or to care for an ill family member.

Family Leave Insurance provides a

monetary benefit, not a leave entitlement. This program is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

RECEIPT FOR EMPLOYMENT HANDBOOK AND ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT

I have received my copy of the Employee Handbook of Best Logistics Technology Co., LTD (Company). I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that it is my responsibility to ask my supervisor or the Human Resources department any questions that I may have about the policies, rules or practices. I agree to accept the policies, rules and procedures promulgated by the Company from time to time, as a condition of my employment. I understand and recognize that this Handbook is not to be construed as a contract of employment, either for an indefinite or fixed period of time. I recognize that the Company and I are both able to terminate the employment relationship with or without cause. I also recognize that there are no other agreements, whether express or implied, with regard to the at-will nature of the employment relationship, and that this agreement constitutes the entire understanding between me and the Company with regard to the at-will nature of the employment relationship. I understand that, except for employment at-will status, the Company can change any and all policies or practices. The Company reserves the right to change my hours, wages and working conditions at any time.

I understand and agree, that other than the Chief Executive Officer of the Company or his Designee, no manager, supervisor or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Chief Executive Officer or his Designee have the authority to make any such agreement and then only in writing signed by the Chief Executive Officer or his Designee. I understand and agree that nothing in the employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will; employment may be terminated at the will of either the Company or myself at any time.