



Arbee Inc.

Fence Factory, C&W, Electronic Entry Distributors

Employee Handbook

Effective: February 2024

WELCOME

Welcome! On behalf of everyone at Fence Factory, we want to welcome you to our team. We wish you success and sincerely hope you will find a great deal of personal satisfaction in your position with our company. You are an important member of our team and it is our belief that individuals like you are our most important assets. The growth and profitability of Fence Factory is determined in large measure by your personal contribution to the organization while you are with us.

In support of this belief, all of us give primary consideration to the well-being of each employee. We believe in providing good working conditions and fair treatment. Equally important is the opportunity for everyone to contribute and provide input to obtain a sense of accomplishment and pride in the work done by each and every person working with us.

This employee handbook is intended to acquaint you with the company, and to help you effectively and efficiently operate within the company's policies, by summarizing the rules, regulations and employment benefits of Fence Factory. However, this handbook is not a contract of employment and does not guarantee your continued employment. Written employment contracts between Fence Factory and some individuals may supersede some of the provisions of this handbook. Some of the policies in this handbook may apply differently depending on the city, county or state in which you work. Some of these differences have been addressed in this Handbook. Your supervisor will be happy to answer any questions you may have.

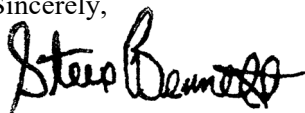
This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination. None of these policies are intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal, state or local laws to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

If any provision, or portion of any provision of this handbook, is held to be in conflict with a mandatory provision of applicable law, the conflicting provision, or portion thereof of this handbook, is deemed to be modified automatically to comply with the applicable law.

We have translated our handbook into Spanish for the benefit of our employees. We have diligently tried to translate all of the handbook policies, provisions and procedures as accurately as possible. If there is any conflict between the translation and the English version of our handbook, the English version will control.

Once again, welcome aboard.

Sincerely,

A handwritten signature in black ink that reads "Steven Bennett". The signature is written in a cursive, flowing style.

Steven Bennett
President

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Essential Policies

At-Will Employment Status

The Company personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. 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 on other than at-will terms. Only Steven Bennett, President of Fence Factory, has the authority to make any such agreement, which is binding only if it is in writing and signed by both the President and the affected employee.

Right to Revise

This employee handbook contains the employment policies and practices of the Company in effect at the time of publication. All previously issued handbooks and any inconsistent verbal or written policy statements or memoranda are superseded.

Subject to applicable law, 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, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the president of the Company.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements, representations, conduct or practices of any officer or employee can in any way alter the provisions of this handbook.

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 (at-will unless modified by a written agreement signed by the President and the employee). 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.

Equal Employment Opportunity

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, reproductive health decision-making, use of cannabis while off-duty and away from the workplace, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law ("Protected Characteristics"). It also prohibits unlawful discrimination based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. All such discrimination is unlawful.

For purposes of national origin discrimination, improper and unlawful conduct includes, but is not

limited to, an employee's, volunteer's, intern's or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver's license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

Any job applicant, volunteer, intern or employee who requires an accommodation in order to perform the essential functions of the job should contact the President or Supervisor or another Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with individual to identify possible accommodations, if any that will help the applicant, volunteer, intern or employee perform the job. An applicant, employee, volunteer or unpaid intern who requires an accommodation of a sincerely held religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the President or Supervisor or another Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. 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, volunteer, intern or an employee unless undue hardship would result.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, volunteer, employee or unpaid intern by any employee of the Company, including supervisors and coworkers. We will not tolerate discrimination by any outside persons in contact with our employees, volunteers, interns, and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function.

If you believe you have been subjected to any form of unlawful discrimination, submit a written or oral complaint to your supervisor or the individual with day-to-day personnel responsibilities. You can raise concerns, report problems, or make complaints without fear of reprisal. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Anyone engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination.

Americans with Disabilities Act (ADA) and ADA Amendments Act (ADAAA) or Local/State Law Equivalents

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibits employers from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. The California equivalent of the ADA and the ADAAA is the Fair Employment and Housing Act (FEHA). Other states and localities may have similar rules.

It is the policy of Fence Factory to comply with all federal, state and local laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal

Employment Opportunity Commission (EEOC) or any equivalent state or local agencies. Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or any other terms, conditions and privileges of employment. The company will make every effort to reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Company.

If you require accommodation to perform the essential functions of your job, please contact the President or Personnel Administrator to notify us of your disability and to describe the accommodations you believe are necessary to enable you to perform your job duties. We will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to the Company.

Policy against Harassment

Fence Factory is committed to providing a work environment that is free of prohibited harassment. In furtherance of this commitment, the Company strictly prohibits all forms of prohibited harassment, including: harassment on the basis of race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, marital status, reproductive health decision-making, use of cannabis while off-duty and away from the workplace, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law (“Protected Characteristics”). We also prohibit harassment based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

For purposes of national origin harassment, improper and unlawful conduct includes, but is not limited to, harassment based upon an employee’s, volunteer’s, intern’s, or applicant’s (or that individual’s ancestors’) actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver’s license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

The Company's policy against prohibited harassment applies to all employees of the Company, including supervisors and managers, as well as to all unpaid interns, apprentices, and volunteers. The Company prohibits managers, supervisors and employees from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate

termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Prohibited harassment is defined as verbal, physical and visual behavior where:

- The victim must accept the harassing behavior as an explicit or implicit condition of employment or other relationship with the Company.
- The victim's acceptance or rejection of the harassing behavior is used as a basis for an employment decision or a decision affecting any other relationship with the Company.
- The harassing behavior interferes with a person's work performance or creates an intimidating, hostile or offensive work environment. This behavior may include slurs, jokes, statements, email, texts, instant messages or other electronic messages, gestures, assault, interfering with another's movement or normal work activities, or pictures, drawings or cartoons based upon Protected Characteristics.

Sexual harassment, in particular, refers to all of the prohibited conduct described above, as well as unwelcome conduct such as requests for sexual favors, conversation containing sexual comments and other unwelcome sexual behavior or advances.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;
- physical or verbal abuse concerning an individual's actual sex or the actor's perception of the individual's sex; and

Sexually harassing conduct may occur between members of the same sex or gender as well as those of differing sexes or genders. Sexually harassing conduct need not be motivated by sexual desire. Sexual harassment may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other Protected Characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;

- inappropriate verbal, graphic, or physical conduct;
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- other harassing conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Harassment of our customers/clients, or employees, volunteers or interns of our customers/clients, vendors, suppliers or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function.

As part of our commitment to providing a harassment-free workplace, we provide and require training for all of our employees. This training is provided within six months of hire (or promotion to a management position), and once every two years thereafter. The training covers not only sexual harassment prevention, but also prevention of all other forms of prohibited harassment, discrimination, retaliation and abusive conduct. While it is nearly impossible to prevent all forms of employee conflict in any business, we believe that training our employees how to recognize and prevent harassment, discrimination, retaliation and abusive conduct goes a long way toward eliminating prohibited conduct in our workplace.

Retaliation against any person for reporting or threatening to report harassment, or for participating in an investigation of harassment, is also prohibited. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

Policy Against Bullying, Abusive Conduct or Communications

Bullying, malicious gossip, abusive conduct and abusive communications disrupt workplace operations, interfere with others' privacy and hurt other people. You may not bully or engage in malicious gossip, abusive conduct or abusive communications about other employees of our Company.

Bullying is defined as repeated intentional and malicious behaviors by an employer or employee at the workplace, directed at an employee, that is intended to degrade, humiliate, embarrass, or otherwise undermine the employee's performance in a manner unrelated to legitimate business interests. It may include verbal abuse (such as repeated derogatory remarks, insults or epithets), offensive conduct or behaviors which a reasonable person would find to be threatening, humiliating or intimidating. It may also include work interference, gratuitous sabotage or undermining of a person's work performance without legitimate business purpose. A single act does not constitute abusive conduct unless it is especially severe or egregious.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function. This rule is intended to protect our employees from all forms of abusive behavior in the workplace. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination.

Reporting to the Company

If you believe you have been harassed, discriminated or retaliated against, or bullied, or have witnessed an incident of harassment, discrimination, retaliation or bullying, please submit an oral or written complaint to the President or Supervisor or another Company representative with day-to-day personnel responsibilities as soon as possible after the incident. Any supervisor or manager who receives a complaint of discrimination, harassment, bullying or retaliation must immediately report that complaint to the President.

You are encouraged to report conduct that you believe may be prohibited discrimination, harassment, bullying or retaliation (or that, if left unchecked, may rise to the level of prohibited discrimination, harassment, bullying or retaliation), even if you are not sure that the conduct violates the policy.

Your complaint should include details of the incident(s) and the names of the individuals and witnesses involved. Anonymous complaints will also be investigated. We will fairly, promptly and thoroughly investigate your complaint. The investigation will be conducted internally or externally by an impartial and qualified investigator. The investigation process will be documented and tracked for reasonable progress to ensure a timely resolution. Although we cannot promise complete confidentiality, we will maintain confidentiality to the extent permitted by law and will be as discreet as possible throughout the investigation process.

All personnel must fully cooperate in the investigation process. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. You may not discourage or prevent any victim of harassment, bullying, discrimination or retaliation, from using our complaint procedure to report harassing, bullying, discriminatory or retaliatory conduct, or discourage or prevent any witness from participating in the investigation.

If we determine that harassment, bullying, discrimination or retaliation has occurred, we will take appropriate remedial action to prevent future instances of wrongful conduct and to resolve the complaint in light of the circumstances involved.

We will inform the complainant, the accused and any other involved persons about the general results of our investigation. We will not retaliate against you for filing a complaint or participating in an investigation, and we will not tolerate or permit retaliation against you by management, supervisors, employees, independent contractors or other persons.

We urge you to immediately report any incidents of harassment, bullying, discrimination or retaliation so that we can quickly and fairly resolve any complaints. The federal Equal Employment Opportunity Commission and the California Civil Rights Department (“CRD”) also investigate and prosecute complaints of unlawful harassment, discrimination and retaliation. If you think you are the victim of harassment, discrimination or retaliation, you may file a complaint with the appropriate agency. Both agencies may be found on the internet or through Directory Assistance. The Company has also provided you with a copy of the CRD Brochure on Sexual Harassment.

Anti-Retaliation and Whistleblowing

To protect employees (and family members) and to confirm our commitment to integrity and ethical behavior, we will not tolerate any retaliation against an employee (or family members) who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding suspected Company or employee violations of the law, including harassing or discriminatory or other unfair employment practices; accounting, internal accounting controls, or auditing

matters that may lead to incorrect, or misrepresentations in, financial accounting; or a violation that endangers the health or safety of an employee, the environment or general public;

- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; or,
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee (or family members), including without limitation a refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

We will promptly and thoroughly investigate and, if necessary, address any reported violation. Anyone found to have engaged in retaliation or a violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who wish to report a violation should contact the President or Supervisor or another Company representative with day-to-day personnel responsibilities. Employees should also review their local, state and federal requirements for any additional reporting guidelines. Employees are entitled to address complaints with any state or local agency responsible for investigating alleged violations.

Open-Door

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 good-faith complaints, questions, and suggestions also are of concern to the Company. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
- If the problem persists, you may describe it in writing and present it to the president, who will investigate and provide a solution or explanation. If you need assistance with your complaint, we encourage you to bring the matter to the president as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the concern relates to discrimination, harassment, bullying or retaliation, please use the complaint procedure above.

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

Employee Property

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of the Company property. We are not responsible for loss, damage, theft or destruction of any articles that you place or leave in Company storage areas. Do not bring anything into the workplace that you would not want to lose.

Names and Addresses

The Company is required by law to keep current all employees' names and addresses. We also keep your name, home address, telephone number and personal e-mail address so that you can be reached in an emergency. Employees are responsible for notifying the Company in the event of a name or address

change. Your contact information will not be released to anyone outside the Company without your written permission or unless required by law.

Personnel and Payroll Records

You have a right to inspect or receive a copy of the personnel records that Fence Factory maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the HR Department. You can obtain a form for making such a written request from the HR Department. You may also submit your request through other written means to the HR Department.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Fence Factory may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date Fence Factory receives your written request to inspect or copy your personnel records (unless you/your representative and Fence Factory mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, Fence Factory will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

You may review your payroll records (including time records) in the presence of the President or that person's designee within 21 days of making an oral or written request to the President. You may also request copies of your payroll records, but you must pay the copying costs.

Privacy Protection

In compliance with the California Consumer Privacy Act, we want to remind you again of the information that we collect in connection with your employment, and how we use that information.

The categories of information we collect, including sensitive information, may include:

- Personal identification and contact information, including among others, your name, mailing address, email address, phone number, Social Security number, driver's license or passport.
- Information related to relevant third parties, including emergency contact information, beneficiary information, and banking or wire transfer information.
- Subject to legal compliance, personal characteristics necessary to process your employment status, emergency contacts and medical benefits, including family and health information, marital or registered domestic partnership status, disabilities, current health conditions, and information related to COVID-19 or other similar pandemics.
- Your training, skills, and abilities, including education, prior work experience, and licenses or permits you hold.

We will use the information we collect in the following ways:

- To evaluate your application for employment and to process your onboarding once hired;
- To administer benefits;
- To process payroll and other payments, monitor pay changes, and ensure proper taxes, deductions and withholdings;
- To conduct performance reviews, document promotions/demotions, and to administer discipline as needed;
- To ensure a safe and productive work environment, including monitoring time off work and leaves of absence;
- To monitor compliance with work-related licenses and credentials;
- To assist you in case of emergency;
- To comply with the law.

The information we collect is securely stored within your personnel file, and associated tools and databases. The Company may share your information on a confidential basis with third parties such as payroll services and benefits providers in order to administer payroll and benefits provided to you. If necessary to protect the welfare and safety of others, and to enforce the law, the Company may share your information on a confidential basis with investigators and law enforcement personnel.

Employees have the following rights under California law:

- The right to request a copy of any personal information the Company maintains about you;
- The right to request correction of any erroneous information;
- The right to request that the Company delete your personal information, except that the Company may keep information that is necessary to your employment or that the Company is required to keep;
- The right to limit the Company's use of certain sensitive personal information, to the extent this would not require the Company to violate its other legal obligations;
- The right to prior notice if the Company intends to sell your personal information.

You can submit requests regarding any of the above to Human Resources or on the Company's website at <https://fencefactory.com>. The Company will not discriminate against you for exercising any of your rights under the privacy laws.

The Company will retain your personal information for as long as you are employed, and for four years thereafter. The company may retain your personal information for a longer period, if reasonably necessary for use in any pending litigation or investigation, or for tax or financial reporting purposes.

Hiring

New Hires

Subject to applicable law, all regular new hire employees must successfully complete a physical (fitness for duty) and drug and marijuana screening prior to being made a regular employee. The first 6 months of continuous employment at the Company is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees, and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Upon completion of the introductory period, the Company will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. At that time, you may express suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not alter your at-will status or entitle you to remain employed by the Company for any definite period of time, but rather allows both you and the Company to evaluate whether or not you are right for the position. After completion of the trial period, eligible employees will receive the benefits described in this handbook.

Bridging of Time

The Company will give credit to employees previously employed by the Company provided the break in service does not exceed 6 months (unless a longer period is required by law). The break in service time will be deducted from the employee's original service date for purposes of the following:

- Seniority date;
- Vacation accrual;
- Retirement.

Employees whose break in service is less than the 60-day waiting period for health benefits will be reinstated into the health benefit plan in which they were enrolled prior to their termination.

Regular Full-Time Employees

Regular full-time employees are those who are regularly scheduled for and who work 40 hours per workweek or more. Following the completion of the introductory period (unless a shorter period is mandated by law), regular full-time employees are eligible for most Company-sponsored benefits described in this handbook, as specified by our current carriers or as required by law.

Regular Part-Time Employees

Part-time employees are those who are regularly scheduled and work less than 40 hours per workweek. Regular part-time employees will not be eligible for some of the Company-sponsored benefits described in this handbook, except as specified by our current carriers or as required by law.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as regular full-time or regular part-time employees.

Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for Company-sponsored benefits except those mandated by applicable law.

Exempt Employee

Exempt employees are those employees who are not subject to any of the laws pertaining to overtime, meal periods, and rest periods and are determined to be exempt by applicable local, state and federal requirements. Exempt employees will be notified of their exempt status by management.

Non-Exempt Employee

Non-exempt employees are those employees who are subject to the laws pertaining to overtime, minimum wage, meal periods, and rest periods. Non-exempt employees are required to complete and provide accurate records of their hours worked. All employees are non-exempt unless notified otherwise by management.

Job Duties

During the introductory period, your supervisor 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, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Outside Employment & Other Activities

You may participate in outside employment or in any other activity as long as it does not directly or indirectly create a conflict of interest with our Company or interfere with your job performance. If a conflict arises or you are unable to maintain a high work performance standard as a result of your outside job or activity, we will ask you to choose between that position or activity and your continued employment with us.

Promotion and Job Openings

We may post certain job openings or promotions. Current employees may be given first consideration after our review of such factors as education, experience, performance record, ability and skills. Whether a job opening is suitable for promotion or transfer from within the Company is in management's sole discretion.

Temporary Transfers

Employees who request a temporary transfer will be considered for that transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

Remote Work

The Company will permit eligible employees to work remotely when their job duties would permit remote work and the Company believes it would be beneficial to the employee as well as to the Company. The Company retains the right in its sole and absolute discretion to designate appropriate positions for telecommuting and approve employees for telecommuting.

Telecommuting does not change your at-will employment status, the conditions of employment or compliance with legal requirements as well as all Company policies and procedures. The Company reserves the right to revise or terminate any previously-approved telecommuting arrangement at any time, without cause or advance notice. Telecommuting is a privilege and may not be appropriate for all employees or job

positions. Telecommuting arrangements may also be approved as a reasonable accommodation in the event of a medically-certified disability, if it does not cause an undue hardship on Company.

Your job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular office worksite. Your supervisor reserves the right to assign work as necessary at any worksite. You may be required to return to the Company's work location upon notice from the Company. Your remote work status will be evaluated on an ongoing basis to ensure that your work quality, efficiency, and productivity are not compromised by the telecommuting arrangement, and/or based upon current CDC recommendations or public conditions. Your option to work remotely is subject to the following conditions:

1. **Schedule.** Unless otherwise approved by your direct supervisor in writing, your hours and days of work will not change. You are expected to maintain your typical days and hours of work while working remotely. You must obtain advance approval of your supervisor to alter your schedule. Regardless of the reason, any schedule changes must be made in accordance with our established attendance policy. This includes any request for partial or extended time off due to unexpected illness or injuries, personal leave or other reasons for absence from work.
2. **Focus on Work Activities.** You are expected to devote your full professional time, commitment and best efforts to your usual work duties, unless modifications to your workload or schedule are approved by your supervisor in writing and in advance. You acknowledge that non-work related activities during your scheduled work hours are prohibited while telecommuting, including, but not limited to caring for your family (unless you have requested and been approved for family care leave), household tasks, personal activities, work for other employers, etc. Telecommuting is not intended as a substitute for child care or care for another adult. If a child or adult needs care during work time, another responsible individual is expected to be present.
3. **Required Office/Client Work.** You are expected to attend all required meetings and to be present at your usual Company location, or another Company-designated location, upon request. Client, vendor or co-worker meetings and non-business visitors, unless pre-approved by your supervisor, must be scheduled at a Company location and may not be scheduled at your home.
4. **Overtime (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you may not work overtime without first seeking and obtaining approval of your direct supervisor in accordance with our established policies.
5. **Meal and Rest Periods (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you understand and agree to take all required duty-free and uninterrupted rest and meal periods during your workday pursuant to the Company's policies on duty-free meal and rest periods and any other approved break time.
6. **Timekeeping (Non-Exempt Employees).** If you are categorized as a non-exempt (hourly) employee, you must record all time worked and all meal breaks taken on Company's timekeeping records.
7. **Use of Vacation or Sick Leave.** You must request approval to use vacation, sick, or any other personal leave as required in the Company's employee manual, in the same manner as when working at your regular Company work location.
8. **Workplace Safety, Illness & Injury.** You agree to maintain a safe, secure, and ergonomic alternate worksite. You are solely responsible for ensuring the safety of your alternative worksite, and you may be held personally responsible for any injuries resulting from a serious or willful condition in your alternative worksite. While telecommuting, you are protected by the Company's workers' compensation insurance. As such, you are required to report any injuries that occur while working in any alternative worksite *as soon as possible* under the circumstances (in most instances, this should be no later than twenty-four (24) hours after the injury). You also

are liable for any injuries that occur to third parties at or around your alternative worksite. You agree to defend and indemnify and hold the Company harmless for injury to third parties at your alternate worksite. The Company reserves the right to investigate all circumstances associated with third-party claims.

9. **Company Resources & Equipment.** The Company will work with you on an as-needed basis to assign and provide Company equipment as needed to perform your remote work. You are responsible for the security and good condition of Company-issued resources. You agree to protect Company-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. You agree to report to your supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity. You understand that all equipment, records, and materials provided by the Company shall remain the property of the Company. The Company will provide, or will work with you to obtain, any equipment necessary to perform your job duties. You will maintain and pay the costs of any additional equipment you choose to use beyond that required for your position. The Company accepts no responsibility for damage or repairs to your personal equipment. Other household members or anyone else may not use the Company's equipment and software. Company-owned software may not be duplicated except as formally authorized.
10. **Accessibility & Responsiveness.** During any telecommute work hours, you agree to: (1) remain accessible by e-mail and telephone during your usual work schedule; (2) check in with your direct supervisor as necessary to discuss status and open issues; (3) be available for teleconferences, scheduled on an as-needed basis; (4) be available to come into the office if a business need arises; and (5) abide by the directives of your supervisor(s) as well as the rules and policies established by Company.

Leaves of Absence

Leaves of Absence

The Company may grant leaves of absence to employees in certain circumstances. Please request any leave in writing as far in advance as possible, keep in touch with your supervisor or the corporate office during your leave, and give prompt notice of any change in your anticipated return date. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, stating your ability to return to your regular duties and any restrictions you may have. Upon return from a leave of absence, you will resume all aspects of your employment status that existed prior to the start of your leave. If your leave expires and you fail to return to work without contacting your supervisor or the corporate office, the Company may assume that you do not plan to return and that you have voluntarily resigned from your employment.

Insurance and Benefits During All Disability Leaves

If you need a leave of absence for disability purposes other than pregnancy disability leave (including FMLA/CFRA, Workers' Compensation Leave or other disability leaves), and you are otherwise eligible under the applicable leave laws and also eligible to participate in our Company-sponsored group health insurance program, we will work with you to help you maintain your group health insurance coverage during your leave, and we will pay our usual share of your coverage premiums for up to 12 weeks. You must also pay for your usual share of your coverage premiums as well as for any dependent coverage. If you do not make timely premium payments to us during your leave, your coverage will be cancelled for nonpayment of premiums, and you will receive information regarding your right to continue your coverage under COBRA at your own cost.

For pregnancy disability leave ("PDL"), the Company will continue to pay its share of group insurance coverage for a period of up to 17.3 workweeks. For other leaves, subject to applicable law and our plan terms and conditions, you may maintain your group health, dental and vision insurance coverage during your leave of absence by paying all of your insurance coverage premiums.

You do not accrue paid time off benefits during your leave of absence. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable. Any paid time off applied to your leave will count towards your allotted leave time and will not increase the total leave time allowed.

Victims: Domestic Violence, Sexual Assault, Stalking, Crime or Abuse Leave

Employees that are the victim of a crime or abuse, including domestic violence, sexual assault, stalking or other violent crimes or abuses, are entitled to reasonable time off without pay to obtain legal relief, such as a temporary restraining order, restraining order, or other injunctive relief for their protection or for the employee's child's protection. Employees are also entitled to reasonable unpaid time off if the victim is an immediate family member. If these situations arise, Fence Factory will work with employees to determine whether there are any reasonable accommodations that would enable them to perform their job duties without causing undue hardship to the Company.

Employees are also entitled to time off without pay to seek medical attention, to obtain relief, assistance or services from a domestic violence shelter, program, rape crisis center, or a victim services organization or agency, to obtain psychological counseling, mental health services, or to take other steps to ensure their safety and wellbeing related to an experience of crime or abuse. They must provide Human Resources with reasonable advance notice whenever possible, and with documentation of the need for time off. Proper documentation may include a police report, a restraining order or other notice of a court appearance, or documentation from a medical professional, health care provider, domestic violence advocate, or counselor stating that they are undergoing treatment for physical or mental injuries or abuse, or any other form of documentation that reasonably verifies that the crime or abuse

occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf. Employees may use any accrued paid time off while on this leave. This time off will run concurrently with leave time provided under FMLA/CFRA.

Family and Medical Leave Act

The federal Family and Medical Leave Act ("FMLA") is a law that provide up to 12 workweeks of unpaid family/medical leave within a rolling 12-month period under the following conditions:

- The employee has more than 12 months of service. If the leave is for FMLA only, the 12 months of service must have accumulated within the previous seven years.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75 mile radius.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- For incapacity due to pregnancy, prenatal medical care or child birth; To care for the employee's spouse, child, or parent who has a serious health condition;
- To care for the employee's registered domestic partner;
- For a serious health condition that makes the employee unable to perform the employee's job.

For additional information about eligibility for family/medical leave, contact your supervisor or the HR Department.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent (or other family members defined under applicable law) is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This leave applies even if no medical condition or injury exists that would otherwise qualify for FMLA leave.

Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. (FMLA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of, or 26 weeks of FMLA only if leave is not CFRA covered leave). A covered servicemember is either:

- A current member of the Armed forces, including a member of the National Guard or
- Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of FMLA or qualifying exigency

leaves may be taken, Fence Factory uses rolling 12-month year measured backward from the date you use any FMLA leave.

Under most circumstances and subject to applicable law, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

California Family Rights Act

Entitlement to Leave. The California Family Rights Act (“CFRA”) guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date employees use any CFRA leave.

To be eligible for CFRA, employees must (1) have been employed with the Company for at least 12 months; and (2) have worked at least 1,250 hours in the year preceding the request for leave.

CFRA leave will be granted for: (1) employees own serious health conditions that makes them unable to perform the functions of their positions (excluding pregnancy, childbirth, or related medical conditions); (2) the birth, adoption, foster care placement or serious illness of their child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a person to whom they stand in loco parentis); (3) to care for their child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or a designated person who has a serious health condition. Leave for the birth, adoption or foster care placement of a child must be taken within one year of the child’s birth, adoption, or placement; or (4) a qualifying exigency related to the covered active duty or call to covered active duty of the employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States. A designated person is any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify a designated person at the time the employee requests CFRA leave; however, the employee is limited to one designated person designation per 12-month period.

At the end of the leave, employees will be reinstated in the same or a comparable position. If an employee’s own serious health condition continues beyond twelve weeks, the Company cannot guarantee reinstatement to the position, but the Company will review the circumstances with the employee to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the Company. If employees do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, the Company will assume they have voluntarily resigned their position with the Company.

If a request for leave is because of employees serious health conditions or a qualified person, they must provide the Company with a physician's certificate along with the request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on employees own medical conditions, they must provide the Company with a written statement from their physician, confirming the ability to return to their regular duties and any restrictions they may have.

Disability Benefits. Employees may be eligible for State Disability Insurance (“SDI”) for the unpaid portion of their leave. Information regarding SDI benefits may be obtained from Human Resources. If employees wish to apply any accrued paid time off to their leave, the Company will work with them to coordinate their use of paid leave with SDI benefits where applicable.

Subject to applicable law, this leave will run concurrently with FMLA leave.

Pregnancy, Childbirth or Related Conditions

Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (FMLA). Employees

who take time off for pregnancy disability and who are eligible for FMLA will also be placed on FMLA that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she may apply for leave under the CFRA (and Paid Family Leave), for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply when an employee requests family medical leave:

Please contact your supervisor or corporate office manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a qualifying family member or other individual, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with the employee's supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.

If the FMLA/CFRA request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Certification

Fence Factory requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. The Company may require recertification from the health care provider if additional leave is required. *(For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent (or other eligible individual), the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;

- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the Company, the Company will not grant more than a combined total of 12 workweeks of family/medical leave for this reason.

If an employee cites the employee's own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of the employee's position because of the serious health condition.

The Company will require certification by the employee's health care provider that the employee is fit to return to the employee's job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law.

Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The Company may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the office manager.

Reinstatement

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to the employee's original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical

leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

Time Accrual

Employees on FMLA/CFRA leave will not continue to accrue other company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid Family and FMLA/CFRA leave.

Carryover

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in a 12-month period. The maximum workweeks of FMLA/CFRA time is measured on a rolling twelve-month period measured backward from the date you use any FMLA/CFRA leave. No carry-over of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee (or other eligible family member), and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

Jury Duty and Witness Leave

The Company encourages employees to serve on jury duty when called. Non-exempt employees will not receive pay while serving jury duty and will be given time off without pay. Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty.

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 performance of jury service. 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.

If you are subpoenaed as a witness, give a copy of the subpoena to your Supervisor and we will give you time off without pay as needed. As indicated above, exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty. If you are subpoenaed to be a witness for us in a legal proceeding, we will pay you for your time.

Personal Leave

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

You must apply all accrued but unused vacation benefits to your personal leave of absence. You must pay 100% of your health and dental premiums during your leave. If you do not pay your insurance premiums, your coverage will be cancelled and you will receive information regarding your right to continue your coverage under COBRA at your own cost.

You must submit your written request for unpaid personal leave to your supervisor for approval. You must provide the starting and ending dates of your requested leave. At least one week prior to your return to work, you must confirm your intent to return to work with your supervisor.

We cannot guarantee that your job will be held open for you until you return from a leave. We will make every effort to return you to the same or a similar job; however, if no job opening exists for which you are qualified, you will be separated from employment for lack of work. You may not accept other employment while on personal leave without the prior approval of the President. If you do so, or if you do not return to work as scheduled at the end of your personal leave, we will assume you have voluntarily resigned your employment.

Pregnancy-Related Job Modification or Disability Leave

If you are pregnant, you may request a modification of your job duties or a transfer to a less strenuous or hazardous position. We will accommodate your request for a modification or transfer if it is medically advisable and can be reasonably accommodated without undue hardship to us. You must provide a certification from your health care provider confirming the medical need for a job modification or transfer. Before returning to your normal work duties or schedule, you must provide a written statement from your physician, confirming your ability to return to your regular duties and any limitations upon your ability to work.

If you are disabled by pregnancy, childbirth or related medical conditions, or a condition related to these areas, you may take an unpaid pregnancy disability leave ("PDL"). The PDL covers any period(s) of physician-certified disability of up to four months (17.3 workweeks) per pregnancy. For employees who work part-time or do not work a regular schedule, the PDL covers the amount of time you would typically work in a four month period. At the end of your leave, you will be reinstated in the same or a substantially equivalent position unless your position has been eliminated because of a change in business conditions or operations.

You do not need to take your PDL in one continuous period of time, but can take it on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth and pregnancy-related medical appointments would all be covered by your PDL. You must provide a certification from your health care provider of your pregnancy disability. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any limitations you may have.

You may be eligible for State Disability Insurance (“SDI”) for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from the HR Manager. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable.

If you are covered by a group health insurance plan at the time of your leave, you are entitled to continue your group health insurance coverage for the duration of your pregnancy disability leave under the same terms and conditions as when you are actively working.

If you have been on PDL and intend to take CFRA leave or Paid Family Leave for baby bonding purposes after the birth of your child, you must provide us with a certification of your change of leave status.

For more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact the HR Department.

Paid Family Leave

Under California’s Paid Family Leave Act (“PFL”), you may be eligible to receive payments from the state Employment Development Department while you are on leave for up to eight weeks of leave to care for an ill family member (defined as parent, parent-in-law, child, spouse, sibling, grandparent, grandchild or domestic partner) or for bonding with a newborn or recent adoptee, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. You contribute to the cost of this insurance through payroll deductions.

You must apply two weeks of your available paid time off benefits to this leave. We do not pay you for your leave, and we cannot guarantee that your job will be held open for you after a Paid Family Leave, although we will certainly make every effort to return you to the same or similar job. We will not retaliate against you for requesting or taking Paid Family Leave. This leave may run concurrently with FMLA/CFRA leave. For further information on this benefit and whether you will be guaranteed reinstatement, please contact the HR Department.

Coordination of PDL with FMLA/CFRA and PFL Leaves

If you have been employed with us for at least one continuous year and worked at least 1,250 hours in the year preceding your request for leave, you may request CFRA leave of up to twelve work weeks to bond with your child after your physician has released you from your post-delivery PDL. This unpaid CFRA leave is separate from the right to take PDL (and concurrent FMLA leave, if applicable), which is explained in the preceding sections of this handbook. There is no need to establish a serious health condition for you or your child to take CFRA leave. Your baby-bonding leave must be taken in minimum increments of two weeks and is available to you only within one year after your child’s birth.

The maximum possible combined unpaid leave for an eligible pregnant employee is up to 17.3 workweeks for pregnancy disability if medically required (which includes any period of disability certified by a physician after the birth of the child), plus 12 work weeks to care for and bond with the newborn child. CFRA leave may overlap with the Paid Family Leave referenced in the previous section.

For more information regarding your eligibility for an unpaid CFRA leave, the impact of the leave on your seniority and benefits and coordination with PDL, please contact the HR Manager.

School Activities

We will give you unpaid time off if you are a parent or guardian of a student and you have been summoned to appear at the student’s school under the California Education Code or there is a child care provider or school emergency under the California Labor Code. You must provide reasonable notice and

documentation of the appearance to your supervisor.

If you are a parent, stepparent, foster parent, grandparent, guardian or a person standing in loco parentis with custody of a child in a licensed child care provider or in kindergarten through grade 12, you may take up to 40 unpaid hours (no more than eight hours per calendar month) for each child during each school year to participate in the child's school activities, or to find, enroll, or reenroll a child in a school or with a child care provider. You must give reasonable notice to Authorized Person. You can apply accrued vacation benefits to this leave. If two eligible employees want to take the same leave to attend the same child's activity, we will grant leave to the employee who makes the first request, and we may grant leave to the second employee if business circumstances permit us to do so.

Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances, an employee will be allowed a maximum of two hours of paid time off during an election day. When possible, an employee requesting time off to vote shall give the employee's supervisor at least two days' notice. The employee must provide the employee's voting receipt to the supervisor.

Organ and Bone Marrow Donor Leave

You are eligible for leave of up to five business days in any twelve consecutive months to serve as a bone marrow donor, and leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. This leave is paid by the Company, except that if you have accrued sick leave or vacation days available, you must apply five days of your accrued sick leave or vacation days to your leave for bone marrow donation and two weeks of your accrued sick leave or vacation days to your leave for organ donation. Using your available paid leave does not extend the total amount of leave available to you by law. In addition to the paid leaves described above, you are also eligible for a separate *unpaid* leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. You may apply any available accrued available paid leave to this unpaid leave for organ donation.

To be eligible for this leave, you must provide medical certification of your need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and your absence will not be considered a break in service. We will pay our usual share of insurance premiums during the leave. Depending upon the circumstances of the leave, FMLA/CFRA may apply to your request for donor leave.

Volunteer Firefighter/Peace Officer/Rescue Personnel

If you are a volunteer firefighter, reserve peace officer or emergency rescue personnel (including any officer, employee or member of a disaster medical response team sponsored by the state), you may take all necessary unpaid time off from employment to perform your emergency duty. You may also take up to 14 days of unpaid leave each calendar year for the purpose of engaging in fire, law enforcement or emergency rescue training. You must provide as much advance notice as possible to your supervisor and you must provide documentation of your need for leave. If you are a health care provider you must notify us at the time you become designated as "emergency rescue personnel" and when you are notified of deployment based on that designation.

Civil Air Patrol Leave

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty, giving as much

advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company.

Military Leave

If you are on full-time duty in the armed services, we will give you all leave of absence, benefits and reinstatement rights guaranteed to you by current laws. If you are a member of a National Guard or Military Reserve (including federal and state Military Reserves) unit, we will give you an unpaid leave of absence for your annual military training (typically two weeks per year). You must give your official duty orders to Authorized Person and submit a written request for a military leave of absence. You may apply your accrued paid time off benefits to receive pay for any leave period not covered by your military base pay, or you can choose to take the time off without pay. We will not discriminate or retaliate against you based upon your membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with our Company.

Military Family Leave

You are entitled to up to ten days of unpaid leave when your military spouse or registered domestic partner is home on leave from active service in the Armed Forces, National Guard or Reserves. Your leave must take place while your military spouse or registered domestic partner is on leave from deployment to an area of “military conflict,” defined as a period of war declared by Congress or authorized under the federal Armed Forces Code. To be eligible for this leave, you must be working an average of 20 or more hours per week, and you must request leave from the HR Department within two business days of receiving official notice that your military spouse or registered domestic partner will be on leave from deployment. You can apply any accrued paid leave time to this leave

Bereavement Leave

Employees who complete 30 days of employment are entitled to an unpaid bereavement leave of five days following the death of a spouse, child or stepchild, parent or stepparent, parent-in-law, grandparent, grandchildren, sibling or stepsibling or domestic partner. You may elect to use your available paid time off benefits to cover any unpaid bereavement leave. Bereavement leave does not need to be taken consecutively, but must be completed within three months of the date of death of the family member. You may also request bereavement leave in special circumstances for other persons not listed here. Bereavement leave must be approved by the HR Department. We may request satisfactory documentation of your need for leave. This documentation may include, among other items, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Reproductive Loss Leave

Employees who complete 30 days of employment are entitled to an unpaid reproductive loss leave of up to five days following a reproductive loss event (“RLE”). A RLE means the day (or, for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. You may elect to use your available paid time off benefits to cover any unpaid reproductive loss leave. This leave does not need to be taken consecutively, but must be completed within three months

of the RLE. If you are on or choose to take leave under CFRA, PDL, or any other applicable leave covered by local, state or federal law, then your reproductive loss leave must be completed within three months of the end date of the other leave. Reproductive loss leave must be approved by the HR Department. You may take reproductive loss leave as often as needed, except that the maximum reproductive loss leave will be no more than 20 days within a rolling twelve-month period measured backward from the date you last used any reproductive loss leave..

Benefits

External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the Company or the individual employees. Attendance at such activities, whether required by the Company or requested by individual employees, requires the written approval of the President. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by the Company, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with your supervisor in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the Company generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

Vacation Policy

Employees are entitled to paid vacation time off based upon their years of active service. Employees become eligible to accrue vacation time after six (6) months of continuous service, and it continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Employees in the following employment classifications are eligible to earn and use vacation time as described in this policy.

- Regular Full-Time Employees and Regular Part-Time Employees

Introductory or Temporary employees are not eligible and will not accrue paid vacation time off.

The amount of vacation hours employees receive each year increases with the length of their employment as follows:

- Upon initial eligibility (after six (6) months of continuous service), the employee is entitled to earn up to five (5) vacation days the first service year based on the ratio of .0384 hours per regular or overtime hours worked.
- After one (1) year of eligible service, the employee is entitled to earn up to ten (10) vacation days each year based on a ratio of .0384 hours per regular or overtime hours worked.
- Salary employees will earn up to twelve (12) vacation days each year based on a ratio of .0462 hours per 40 hour work week.

Annual vacation time accruals will stop accruing or cap at 1.75 times your annual incremental accrual rate until vacation hours are taken to drop your balance below the cap.

The length of eligible service is calculated on the basis of a "benefit year". This is the 12-month period that begins when the employee starts to earn vacation time, which begins after the successful completion of an employee's introductory period. Once employees enter an eligible employment classification, they begin to earn vacation time. Earned/accrued vacation time can be used as it is accrued. Vacation time can be used in minimum increments of 4 hours.

To take vacation time, employees should request advance approval of at least 2-weeks from their supervisors and must be approved by the President of the company. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The company reserves the right to deny or reschedule employee vacation time if required by business necessity or assign vacation time periods when deemed necessary by the company.

Vacation time is not required by law and is offered to regular full-time and regular part-time employees as a courtesy. Vacation time is paid at the employee's base hourly or base salary wage in effect at the time it is paid, and is not based upon the "regular rate of pay" applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to you for any purpose outside of your base hourly/salary wage. .

An employee may not use vacation time before it's accrued. Employees will not be paid for any time in excess of accrued vacation time.

Subject to applicable law, employees are to use accrued vacation time for any work days they are off from work, such as for sick days, leave of absence, or any other time taken off that you want to take as paid time off.

Exempt employees who have accrued vacation time balances are required to use accrued vacation time for sick days if paid sick leave has been exhausted or is not available. If vacation time has been exhausted, or if an exempt employee has not yet accrued vacation time, and if the exempt employee is out for a full day due to being sick and performs no work whatsoever, the exempt employee will be deducted salary from a complete day of absence due to sick in accordance with applicable law.

Employees may take accrued and unused vacation time before taking unpaid leave or having unpaid absences. During a Family and Medical Leave (under both state and federal law) you may also use accrued and unused vacation time, unless you are receiving wage replacement through a disability leave plan, and/or your leave is for a pregnancy-related disability.

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for 7 calendar days. If you have accrued but unused vacation time, vacation time can be used for the first 7 days before SDI payments begin unless you are receiving wage replacement through another disability leave plan and the absence is covered by federal family and medical leave (FMLA).

SDI benefits do not replace all of your usual wages. If the absence is also covered by federal Family/Medical Leave (FMLA), you may choose to supplement your SDI benefits with vacation time. If you are not eligible for FMLA, you must supplement your SDI benefits with accrued vacation time.

An employee whose employment terminates will be paid the employee's accrued, but unused vacation time balances their final rate of pay when they leave the Company.

Although you are allotted vacation pay benefits to cover periods of absence for personal time off, you should not automatically assume that an absence is permissible merely because you have sufficient vacation pay benefits available to cover all or a portion of your time off. The Company may determine that your absences are excessive if, based on all the facts and circumstances, it is found disruptive to the Company, co-workers or customers.

We may defer your vacation request, require you to take vacations at certain times, schedule your vacation if you fail to do so or if we deem it necessary, pay out your accrued vacation or shut down all or any part of the Company for vacation purposes if necessitated by business needs or in our sole discretion. We will give you at least 90 days' notice of Company-scheduled vacation time

Holidays

The Company observes the following paid holidays for exempt (salary) employees:

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

Holiday pay is not required by law and is offered to exempt (salaried) employees as a courtesy. Non-exempt (hourly) employees are not entitled to paid holidays.

The Company will grant paid holiday time off to all exempt (salary) employees immediately upon assignment. Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a Company-observed holiday.

Holiday pay is paid at the employee's base salary in effect at the time the holiday is observed, and is not based upon the "regular rate of pay" applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to employees for any purpose outside of the employee's base salary.

If a recognized holiday falls during an eligible employee paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have been paid. Employees on unpaid leaves of absence are not eligible for holiday pay while on a leave of absence.

Paid Sick Leave

In order to help prevent loss of earnings that may be caused by accident, illness, or other emergencies, the Company has established paid sick leave. In accordance with the Healthy Workplaces, Healthy Families Act, employees are eligible to earn paid sick leave according to the plan specifications listed in this policy. Employees are protected from discrimination and retaliation for exercising their rights under the Act.

Eligibility

This sick leave policy applies to all employees, other than staffing agency workers. Paid sick leave for staffing agency workers is provided by the staffing agency that is responsible for paying the worker's wages. Employees must have worked in California for the Company for 30 or more days within a year of commencement of employment with the Company to be eligible. Sick leave may be taken for:

- (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member/designated person.
- (b) Leave pursuant to the Company's leave of absence policy for victims of domestic violence, sexual assault, stalking or other violent crimes or abuses, bereavement, or reproductive loss leave.

Local city ordinances may apply to your use of sick time, depending upon the city(ies) in which you work. If there is any conflict between this sick leave policy and the laws of the city in which you work, the law which is more generous to you will apply.

For purposes of this policy, "family member/designated person" is defined to include any of the

following: spouse, child of any age, sibling, parent, registered domestic partner, grandparent, grandchild, a designated person, or any other family members specified by applicable law. A designated person is a person that you identify at the time you request to take paid sick leave. You are limited to one designated person designation per 12-month period.

If the need for sick leave is foreseeable, the employee must provide reasonable advance notification before taking sick leave. If the need for sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable. Usage of sick leave is limited to 40 hours or five days (whichever is greater) per year of employment. Sick leave must be taken by eligible employees in increments of at least 2 hours. Exempt employees will receive their regular pay, and do not need to use sick leave, for absences of less than a full work day.

Compensation for Sick Leave

Eligible employees will receive pay at their normal hourly wage for any sick leave taken. If the employee in the 90 days of employment before taking sick leave had different hourly rates, was paid by commission or piece rate, or was a non-exempt salaried employee, then the sick leave rate of pay will be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any unused sick leave upon termination of employment.

Local city ordinances may apply to your accrual or use of sick time, depending upon the city(ies) in which you work. Local ordinances which alter your accrual or use of sick time will be applied as necessary depending upon where you work. If there is any conflict between this sick leave policy and the laws of the city in which you work, the law which is more generous to you will apply.

All Eligible Employees: Yearly Allotment

The Company provides the following amount of sick leave for all eligible non-exempt and exempt employees that may be used during the 12-month period January 1st through December 31st:

- Existing employees: receive a lump sum of 40 hours or five days (whichever is greater) on January 1st of each year
- New Employees: receive a lump sum of 40 hours or five days (whichever is greater) on their first date of eligibility.

For clarity, the above yearly allotment resets each 12-month period. Any unused portion does not accrue or carry over from year to year. Instead, for each subsequent calendar year, on January 1st, eligible employees will receive a new allotment of 40 hours or five days (whichever is greater) of paid sick leave to be used during the ensuing year. Thereafter, each year on January 1st, eligible employees will begin again with 40 hours or five days (whichever is greater) of sick leave regardless of what remained from the previous year.

Coordination of Sick Leave Benefits with Other Benefits

The Company will pay any available sick leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness.

Similarly, the Company will pay any available sick leave benefits during the normal seven-day waiting period before the eligible employee is paid benefits from the State Disability Insurance (SDI) program or other insured unemployment disability plan.

Following the three-day and seven-day waiting period specified above, if you are eligible for state disability insurance (SDI) or workers' compensation benefits, you may elect to use available paid sick time to the extent that time is not covered by SDI or other paid benefits. Your SDI benefits and sick leave pay will be coordinated so that your sick leave payments do not interfere with your SDI benefits or exceed your normal rate of pay.

If your absence due to illness or injury extends beyond seven days, or if you are hospitalized, you should file a claim with the California Employment Development Department for State Disability Insurance. You may obtain information and claim forms from the HR Department or online at www.edd.ca.gov.

Reinstatement of Accrued Sick Leave Upon Re-Hire Within One Year

If a part-time employee separates from employment with the Company (whether voluntarily or involuntarily), and is re-hired by the Company within one year, any previously accrued and unused sick leave will be reinstated and be made available for immediate use.

Insurance Benefits

Medical Insurance

The Company provides access to comprehensive medical insurance plan options for eligible employees and their dependents. Employees are eligible for participation in accordance with the terms of the applicable policy and the Affordable Care Act, as well as any equivalent local, state or federal laws. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about medical insurance coverage are available in a separate publication distributed by the corporate office. When your employment ends, you will be covered through the end of the month. After that, you may be eligible to continue coverage through COBRA at your own cost. Our insurance benefits may be changed or eliminated at any time. The details of our insurance benefits are controlled by the terms of the plan.

Disability Insurance

Each employee contributes through payroll tax to California's state disability insurance programs. Disability insurance is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company. An additional tax funds the state's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. Specific rules and regulations governing disability are available from the corporate office.

Social Security

Social Security is an important part of every employee's retirement benefit. The Company pays a matching contribution to each employee's Social Security taxes.

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; and
- Assistance 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 should:

- Report any work-related injury to your supervisor as soon as possible under the circumstances;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers Compensation Benefits* (Form DWC 1) and return it to management; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the employee's same position held at the time the leave began, or to an equivalent position, if available. 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 the employee 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 no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on the employee's qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the employee's 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 and equivalent local or state laws.

Workers' Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (FMLA/CFRA), will be placed on FMLA/CFRA during the time they are disabled and have not been released to return to work by their provider. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period (as set forth in the Leave of Absence section above).

Recreational Activities and Programs

Fence Factory or its insurer will not be liable for 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.

Company Property

Employer Property

Lockers, desks, computers, vehicles, and all items issued by the company 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 matters related to employment with the Company. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Company voice mail and/or electronic mail (e-mail) are to be used only for matters related to employment with the Company. The Company reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence. You should not expect privacy with regard to unauthorized personal use of the company's property, including the company's technology or communications system.

No personal locks may be used on Company-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a Company locker.

The Company may periodically need to assign and/or change "passwords" and personal codes. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of the Company. The Company reserves the right to keep a record of all passwords and 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. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Electronic and Social Media

This policy is intended to protect the Company's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones and watches, iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and any additional Company-owned computer-related items that you would like to see included in the definition and covered by this sample policy)

Fence Factory also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, or smart phones and watches or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Company servers are Company property owned by the Company only for use in matters related to employment with the Company. These items must be maintained according to Fence Factory rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be

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

- All electronic communications also remain the sole property of the Company and are to be used only for matters related to employment with the Company. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of Fence Factory.
- Confidential information stored in the Company computers and file servers, including without limitation (e.g., customer lists, vendor lists, research data) is the property of Fence Factory and may not be distributed outside the Company in any form whatsoever without the written permission of the (i.e., CEO, president) and as required in an employee's job duties.

Violation of any of the provisions of this policy, whether intentional or not, will be subject to disciplinary action, up to and including termination.

Monitoring of Company Property

Fence Factory reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Fence Factory computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by management.

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Fence Factory policy to use computers, electronic communications, electronic information, or the Internet, in a manner that is discriminatory, harassing, retaliatory, or to maliciously gossip, bully or abuse others; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Company policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of Fence Factory to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Computer and Internet Use

Fence Factory provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees for use in matters related to employment with the Company. Company provided computers, electronic communications, electronic information and the Internet are only to be used only for matters related to employment with the Company. No personal use of this Company property is permitted at any time. However, this policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees or management regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing, or other rights protected by Section 7 of the National Labor Relations Act or other federal, state or local laws to engage in concerted protected activity or to discuss with working conditions or terms of employment.

Social Media

Fence Factory does not use nor does it allow the use of social media during work time. Social media refers to blogs, chat rooms, forums and social networking sites such as Facebook/Meta, Twitter, LinkedIn, Pinterest, Instagram, Snapchat and YouTube, among others. Use of social media must be on an employee's own time, and an employee's use of social media during work time is a violation of Company policy.

Employees can use their own personal devices to engage in social media to express their personal thoughts or ideas during non-working times, such as breaks and meal periods; however, employee social media activity must not violate the law. If employees engage in social media activities on their own time, employees must comply with the following guidelines as a condition of employment:

- Do not disclose our confidential and proprietary information or trade secrets.
- Do not write or post harassing, discriminatory, retaliatory, bullying or abusive material in violation of law or our Company policies.
- Do not unlawfully defame the Company or our personnel, activities or competitors.
- Do not use or reproduce our logo, website link or other proprietary Company information without advance permission of the Company's President.
- When expressing personal opinions or positions, employees must use their own name and Internet account. Employee comments or posts must be theirs alone and must not appear to be approved by our Company, unless an employee has advance written approval.

Remember that employees are responsible for their own comments or posts on social media sites. Employees can be sued by the Company, its personnel or by any third party if an employee posts defamatory, proprietary, harassing, discriminatory or pornographic comments.

If an employee wants to use social media to promote our Company's activities, products or initiatives, the employee must obtain advance approval of the President.

Employees are not required to disclose their personal social media passwords or to grant management access to their private social media postings or the postings of any third parties. Employees' postings may be subject to disclosure by law or in the context of a workplace investigation. Employees should be aware that any content posted or published on the Internet is, by its very nature, subject to disclosure in any number of ways (including by third parties who have received or viewed the posts), and employees do not have secure privacy rights with regard to their social media activity.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor

Relations Act or other local, state or federal laws to engage in concerted protected activity or to use social media platforms to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect Company personnel and customers.

Endorsement Policy

We appreciate our employees' efforts to promote our products and services. However, the Federal Trade Commission ("FTC") has set specific guidelines for statements made by employees about any Company service or product through social media, internet activity or other electronic publications or communications. The guidelines apply to you even when you are using your personal computer, telephones or other electronic equipment on your own time.

If you are posting information about our products or services on any internet site (such as Facebook/[Meta](#), Twitter, blogs, chat rooms, or other media sources), you must state only your honest opinions, beliefs or experience. You must also conspicuously and clearly disclose your relationship to our Company so that readers of the message know that you are affiliated with our Company when they read your post or comment.

Under the FTC guidelines, we are required to monitor your Internet or other electronic endorsements of our products or services, and to take action if the FTC guidelines are violated. If you do not comply with these disclosure requirements, you are personally liable for any misleading or unsubstantiated statements made regarding our products or services.

Employee-owned Devices

Employees' own computers (including hand held devices) and electronic communications are not to be used during work time on the work premises, except where permitted by law.. Employees may use personal devices during non-working times, such as breaks and meal periods. All other company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment, bullying or retaliation in the workplace, apply.

Unless specifically required by your job duties or permitted by law, to protect Company/client security and employee/client privacy, do not use a camera or cell phone to take pictures on Company/client property without the prior written approval of the President. Additionally, unless specifically required by your job duties or permitted by law, do not use your cell phone or another device to engage in any form of audio or video recording on Company/client premises without the prior written approval of the President and the written consent of the individual to be recorded.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act, the California Labor Code, or other local, state or federal laws to engage in concerted protected activity or to use social media platforms to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect Company personnel and customers.

Policy On The Use Of Artificial Intelligence

Artificial Intelligence refers to computers performing tasks previously performed by humans. Generative AI ("AI") typically refers to large language models such as ChatGPT, AlphaCode, Bard, and GPT-4, that use complex algorithms to create new text, code, media or other content through interactive user prompts, input and existing datasets.

You may not use any third-party AI tool or service, even as a starting point, to create Company documents, correspondence, agreements, policies, materials, or anything else meant for use in connection with the Company unless you have been specifically authorized to do so in writing by the President.

If you are authorized by the Company to use an AI tool or service to perform your job duties, you must

comply with the following guidelines as a condition of employment with the Company:

- Always bear in mind that information submitted to a third-party AI tool or service is neither private nor confidential. AI tools and services rely on machine learning to improve future responses. This means that any information you submit to the AI tool or service becomes part of the dataset used by the AI tool or service, and it is likely visible to others.
- Unless you have advance written permission from the President, **do not** disclose, upload, share or post on any third-party AI tool or service, information that is not generally available to the public at large, including but not limited to:
 - Company or client confidential or proprietary information, Company or client trade secrets, non-public Company or client business information such as branding, logos or namesake information, or any Company or client information subject to copyright, trademark, or other legal protections; or
 - Personally-identifiable or sensitive information about anyone affiliated with the Company or its clients.
- Never publish content created through use of AI tools or services without thoroughly reviewing it first. Carefully fact-check all information generated through any third-party AI tool or service for plagiarism, copyright violations, inaccuracies, or hallucinations, among other potential issues. Proofread all content for grammatical, spelling and typographical errors.
- Do not use AI tools or services for Company business in any manner that may violate the Company's Company Property, Electronic and Social Media or Endorsement policies.
- Do not use AI tools or services for employment candidate screening, hiring or other employment decisions, without the express written permission of the Human Resources Department.
- Document each time you use an AI tool or service for Company business, as well as what task you used the AI tool or service to accomplish. Maintain this log of AI use and provide copies to the President. The Company may be required to disclose your use of AI tools or services to clients or business partners, depending on the circumstances.
- AI is an emerging field. This means that new legal, regulatory and ethical considerations are likely to continue to emerge. Special attention and effort may be required to stay up to date. If you need additional training or information on AI best practices, talk to the President.

Remember that you are responsible for the information you generate using third-party AI tools or services. Even if you have been approved by the Company to use an AI tool or service to perform your job duties and the data you created was entirely generated by the AI tool or service, you may be subject to legal prosecution if you post or publish plagiarized, confidential or proprietary information, trade secrets, libelous, fraudulent or legally protected content. Always exercise caution and care.

Nothing in this policy is intended: (1) to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other local, state or federal laws to engage in concerted protected activity; (2) to prevent employees from otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault) in the workplace; or (3) to prevent disclosure of trade secrets in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Company will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect Company personnel and clients.

If you have questions about this policy or whether to disclose, upload, share or post Company, client or third-

party information, the best practice is to err on the side of not disclosing, uploading, sharing, posting, or otherwise providing the questionable information to any third-party AI tool or service until you have obtained the approval of the President.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Parking

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of the Company property. Employees may not use parking areas specifically designated for customers, vendors, Company vehicles, or reserved for managers. The Company is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

Surveillance Monitoring

Parking and other areas may be monitored with video or other surveillance for purposes of protecting Company property only. This surveillance system is in no way intended to provide employees with personal security. Private offices, bathrooms, locker rooms and changing areas will not be monitored.

Prohibiting Personal Use of Company Cell Phone

Employees who are provided a Company cell phone may use the phone for personal reasons (reasons not related to employment matters) only in the case of an emergency. Other personal use is prohibited.

Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers, Fence Factory employees are prohibited from using cell phones (including all smart phones) while driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. The Company recommends preprogramming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on any wireless device or cell phone while driving is also prohibited under this policy unless the device is specifically designed and configured to allow voice-operated and hands-free operation to dictate, send, or listen, and it is used in that manner while driving.

Employees under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication, including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications, on a wireless device or cell phone while

driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Company rules.

You must also safely pull off the road before conducting Company business.

Smoking

Our company is committed to providing a safe and healthy environment for employees and visitors. The company maintains a no smoking policy inside all Company buildings and Company vehicles. Smoking, including e-cigarette and vaporizers. Smoking is only allowed in outside designated areas, which are no closer than 25 feet from any building door. Smoking must be done only during your meal and rest breaks. Violations of this policy will result in disciplinary action, up to and including termination. If you are visiting off-site customer locations, you must observe the no smoking/no tobacco rules there.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of non-employment-related literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of non-employment-related written material, and entry onto the premises and work areas.

Subject to applicable law, no employee shall solicit or promote support for any non-employment-related cause or organization during the employee's working time or during the working time of the employee or employees at whom such activity is directed without the advance approval of Human Resources.

Subject to applicable law, no employee shall distribute or circulate any non-employment-related written or printed material in work areas at any time, or during the employee's working time or during the working time of the employee or employees at whom such activity is directed without the advance approval of Human Resources.

Under no circumstances will non-employees be permitted to solicit or to distribute non-employment-related written material for any purpose on non-public areas of Company property.

This rule is not intended to curtail your free speech rights; it is intended to prevent disruption and to avoid undue pressure upon employees to make financial contributions. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

Employment Postings

We post information on the bulletin boards regarding employee rights, working conditions and hours, safety, Company policies, items of interest and other matters pertaining to your employment. You may post employment-related information or materials. Except where protected by the NLRA or an equivalent state or local law, you must seek advance approval from Human Resources before posting any personal materials. Authorized Person will tell you where the personal item can be posted and for how long. Employees who work remotely will be provided with all relevant employee notices via e-mail. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

Employee Conduct

Business Conduct and Ethics

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with the Company because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

Conducting Personal Business

Employees are to conduct only business related to employment with the Company while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other local, state or federal laws to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment. Because protecting our confidential information and trade secrets is important to us.

In the course of your work, you may have access to confidential information regarding the Company, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

Notwithstanding anything else in this Handbook to the contrary, you will not be liable for: disclosing trade secrets in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal, state or local law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

Conflicts of Interest

We recognize your right to engage in lawful outside conduct during non-working hours away from our premises. However, a conflict of interest occurs when your private interests (or the private interests of your immediate family members) interfere with or prevent you from successfully performing your job responsibilities. You must not place yourself or our Company in a position of conflict. If your lawful off-duty activities create a conflict of interest or prevent you from successfully performing your job duties, we may ask you to choose between terminating the off-duty conduct and resigning from your position with us. Engaging in conduct intended to protect the workplace rights of you or your fellow employees is not considered a conflict of interest. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, the supervisor should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help the employee needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor to intervene.

Dress Code and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines.

Because each employee is a representative of the Company in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Acceptable clothing for management, sales, or office employees include business casual attire. Tank or halter tops are not permitted for any employees. All clothing should be clean and without rips or holes.

To protect employees and clients with allergies or scent sensitivities, we ask that you minimize wearing or using discernible perfume, cologne, essential oils, scented hair products, deodorants or other scented products.

Some employees may wear the Company clothing to distinguish themselves at our customer site. Employees must take care of their uniforms and report any wear or damage to their supervisors. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

Nothing in this policy is intended to interfere with your religious dress or grooming practices, protective hairstyles, or any dress or grooming practices related to your sex, gender, gender identity or gender expression. If these requirements impact your religious dress or grooming practices, protective hairstyles, or any dress or grooming practices related to your sex, gender, gender identity or gender expression, or if you require alternative dress or grooming practices related to a disability, please see the HR Manager to discuss a reasonable accommodation.

Substance Use and Abuse

We are committed to maintaining a safe, efficient and productive work environment. We also want all employees to perform their duties safely and efficiently, in a manner that protects their interests and those of their co-workers. We recognize that being under the influence of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs, can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and employee performance, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. For these reasons, we have a strict policy against the use or possession of drugs, marijuana or alcohol in the workplace. Every employee must comply with this policy at all times.

You must report for work fit to perform your job. You may never perform work while in an impaired state. You may not use or possess alcohol, marijuana or illegal drugs, or misuse legal or prescription drugs

in the workplace. If you need to take a prescription drug that could have any affect upon your ability to perform your job duties, you must discuss possible reasonable accommodations with the HR Manager during your use of that drug so that you are not working in an impaired state.

Possession or use of marijuana remains unlawful under federal law. Although California has legalized marijuana for medicinal and recreational purposes, , and the Company does not discriminate or retaliate against employees based on their use of cannabis while off-duty and away from the workplace, the Company is not required to allow the possession, use or being under the influence of medicinal or recreational use of marijuana in the workplace. Possessing, using or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including discharge.

A California Medical Marijuana Identification Card is not sufficient to overcome these prohibitions. If you have a medical issue for which your doctor wants to prescribe marijuana for use during work hours or while performing any work for the Company, you must bring this to our attention and we will work with you to consider any available leave of absence or allow you to find another treatment method that does not cause you to be under the influence of marijuana during work hours or while performing any work for the Company. We will not accommodate an employee who has already violated this policy and is now subject to disciplinary action.

You may not use, possess, transfer, distribute, manufacture or sell alcohol, marijuana or any illegal drug while on our property, during on-call status, while operating a vehicle or potentially dangerous equipment owned or leased by the Company, while on duty or while representing the Company in any manner. You also may not report for work, begin work, or remain on duty or on on-call status while under the influence of or impaired by any illegal drug, marijuana or alcohol, or be sufficiently impaired by any legal or prescription drug that would or could create a danger in the workplace, or inhibit your ability to perform the job in any way, as a result of your use of that drug.

For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law or if you improperly use or possess the drug during work hours, regardless of whether such conduct constitutes an illegal act. Being "under the influence" of alcohol, marijuana or any other drug means that a drug or alcohol test would detect the presence of the drug or alcohol in your body.

Because our employees work in the building and construction trades, your off-duty use of cannabis is not protected by law for employment purposes. Therefore, the Company will test for any presence of cannabis and not merely for impairment.

In certain instances, the Company may permit, provide or serve alcohol at Company-related events or on Company premises. Employees who use alcohol at Company events or on Company premises must appropriately limit their intake so as to avoid any unprofessional or prohibited conduct and to ensure the utmost safety and professional behavior. Employees who consume alcohol at a Company event or on Company premises should not drive a vehicle to any location after the event if their consumption would cause them to be impaired in any way, and should instead arrange for a designated driver or driver service before leaving the Company event or premises. Provision of alcohol or permission to consume alcohol at a Company event does not excuse, nor does the Company condone, any violation of Company policy or applicable law.

We will require you to undergo marijuana, drug and/or alcohol testing at a laboratory designated and paid for by the Company, to test for marijuana impairment or the presence of drugs and/or alcohol and to agree in writing to allow the results of those tests to be furnished to and used by the Company, in the following circumstances:

1. Whenever we have a reasonable suspicion that you are under the influence of marijuana, drugs or alcohol during work time (for example, when you exhibit slurred speech, erratic behavior, loss of balance and coordination or similar conduct or appearance).

2. If you are involved in an accident that causes damage to property or injury to persons and there is a reasonable possibility that your use of marijuana, drugs and/or alcohol was a contributing factor.

Refusing to be tested, interfering with the validity of the testing process and testing positive will be considered violations of this policy.

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

If you voluntarily request the opportunity to enter and participate in a marijuana, alcohol or drug rehabilitation program, we will reasonably accommodate your request by granting a leave of absence for that purpose, provided that it does not impose an undue hardship on the Company. You may use accrued paid time off benefits during the leave of absence. We do not pay for the rehabilitation program. You must provide proof of attendance in the program. You are not eligible for a leave of absence if you are already subject to discipline or termination for a violation of this policy or any other Company policy

Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only and subject to applicable law; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited.

- Sexual or other harassment, bullying, retaliation or discrimination of any kind, against another employee or anyone else affiliated with the Company, such as customers and vendors;
- Falsifying 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 falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- 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 that impacts our Company in any manner, whether committed on or off the job;
- Violating security, safety or fire prevention rules or regulations;
- Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping;
- Rude, discourteous or unprofessional behavior, creating a disturbance on Company premises or creating discord with customers, fellow employees or other Company representatives, use of profanity or abusive language, striking or hitting another employee;
- Malicious gossiping, bullying others, or unlawfully defaming other personnel or our Company;
- Insubordination, including but not limited to the unjustified 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 another employee, a supervisor or member of management;
- Using abusive language at any time on Company premises;
-

Failing to notify a supervisor when unable to report to work;

- Unreported absence of three consecutive work days, subject to applicable law;
- Failing to obtain permission to leave work for any reason during normal working hours, subject to applicable law;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Except where permitted by law, making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any Company safety, health, or security policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances; and
- Failing to promptly report work-related injury or illness, failing to report harassment, discrimination, retaliation, bullying, or failing to report unsafe conditions in the workplace
- Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by the Company at any time.

This statement of prohibited conduct does not alter the Company's policy of at-will employment.

Complying with Company rules does not guarantee continuing employment, because all employees are employed at will. Either you or the Company remains free to terminate the employment relationship at any time, with or without reason or advance notice. Subject to applicable law, however, employees who do not comply with Company policies, rules and directives will be disciplined or terminated.

Gifts

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with Fence Factory because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

Punctuality and Attendance

As an employee of the Company, you are expected to be punctual and regular in attendance. This is an essential function of every job at the Company. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

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 unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call your supervisor at least 30 minutes before the time you are scheduled to begin working for that day, or as soon as possible under the circumstances. If you call less than 30 minutes before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day (barring an emergency). 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. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated

If you are absent more than one day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. If you fail to report for work without any notification to your supervisor and your absence continues for a period of 3 days, The Company may - consider that you have voluntarily abandoned or quit your employment.

Subject to applicable law, we may require a doctor's certificate for any absence due to illness or injury. We also may require a doctor's certification that you have been released to return to work before you are permitted to return after an illness or injury.

You should not automatically assume that an absence is permissible merely because you have sufficient paid time off benefits available to cover all or a portion of your absence. We may determine that your absences are excessive if, based upon all the facts and circumstances, it is found to be disruptive to the Company, your co-workers or our customers or to cause an undue hardship to the Company.

Work Schedule, Wages, Meal & Rest Breaks, Time Keeping

Work Schedules

Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. Your work schedule is subject to change as necessary to meet the Company's needs, although we will provide you with reasonable notice to facilitate your personal planning.

The workweek begins at 12:01 a.m. Monday and ends at midnight on the following Sunday. Our work day begins at 12:01 a.m. on each day and ends at midnight that night.

Payment of Wages

Fence Factory employees are paid weekly and normally distributed every Friday. If a regular payday falls on a holiday, employees will be paid on day prior to the Holiday.

If you observe an error on your check, please report it immediately to your supervisor. Any necessary corrections will be made immediately. If payroll errors result in an overpayment to you, you must promptly reimburse us for that overpayment.

Unlawful pay discrimination is strictly prohibited by law and Company policy. We will not pay any of our employees wage rates that are less than what we pay employees of another gender or sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under similar working conditions. Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.

Automatic Deposit

The Company offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the payperiod. If you choose direct deposit, you may choose to receive your wage statements in electronic or paper form.

Deductions

We will make payroll deductions from your paycheck as required by state and federal law. These currently include: Social Security (FICA), State Disability (SDI), and state and federal income taxes. Other deductions, such as employee health insurance contributions, may also be made if you authorize it in writing. We will not deduct any amounts from your paycheck unless required by law or authorized in writing by you.

Deductions for Exempt Employees

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee will not be paid for complete days of absence for personal reasons after vacation is exhausted, and will receive prorated pay for incomplete initial or final weeks

of work. There may also be other occasions when an exempt employee's salary may be reduced. Please contact the HR Department for more information.

It is Company policy to comply with all salary basis requirements. Therefore, the Company prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Advances, Loans or Check Cashing

Fence Factory does not permit advances against paychecks or against un-accrued vacation. We do not grant payroll advances, loans or check cashing to employees.

Duty-Free and Uninterrupted Meal and Rest Periods

Duty-Free and Uninterrupted Rest Breaks

All nonexempt employees are entitled to duty-free and uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out. You are entitled to leave the premises for your duty-free and uninterrupted rest break(s). You are expected to return to work promptly at the end of any rest break. Smoking is only allowed during meal and rest periods and only in designated areas.

Number of Duty-Free and Uninterrupted Rest Breaks

You will be authorized and permitted one (1) 10-minute duty-free and uninterrupted rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount time over two (2) hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work over six (6) hours and up to 10 hours, you will be entitled to two ten-minute rest breaks. If you work over 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks. For shifts in excess of 14 hours, you will continue to be entitled to additional paid 10-minute rest breaks for every four (4) hours you work, or major fraction thereof. The Company will not impede, discourage or dissuade employees from taking rest periods.

Timing of Rest Breaks

Your duty-free and uninterrupted rest periods should be taken in the middle of each four-hour work period whenever possible. There may be practical considerations that make this general timing infeasible and that require the Company to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible.

You may not extend the time you have available to you for a rest period by combining rest periods or by adding rest periods to a meal period.

If you are required by management or by unavoidable work circumstances to take a rest period of less than 10 minutes, to work through a rest period, or if your rest period is interrupted for work-related reasons, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay. Any short, missed or interrupted rest period must be reported to the Company by informing your supervisor or the HR Department. Unless you tell us otherwise, the Company will assume that you are taking all of your rest periods, or that any short, missed or interrupted rest period was

unrelated to work circumstances. It is important to the Company that you are provided with the opportunity to take complete and timely rest periods. If you are ever unable to take a desired duty-free and uninterrupted rest period in a timely and complete manner for any work-related reason, let the HR Department Person know immediately so that we can work with you to ensure that your rest periods are always available to you.

You may raise any concerns about your ability to take your rest periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated rest periods, duty-free and uninterrupted, each day of work.

Exempt employees are entitled to take rest periods at reasonable intervals as needed. If your workload prevents you from taking rest periods, let your supervisor or the HR Department know immediately so that we can address the situation.

Duty-Free and Uninterrupted Meal Periods

All nonexempt employees will be provided an uninterrupted unpaid and duty-free meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You must clock in after your meal period has finished.

You will be relieved of all work duties during your meal periods. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If you perform any work for any reason during your meal period(s), you must record it in the Company's electronic timekeeping system so that you can be paid for your time. Working off-the-clock during any meal period is strictly prohibited.

Timing of the First Meal Period

Your meal period should commence before you have completed five hours of work.

Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid and duty-free meal period of at least 30 minutes. Again, you must clock out at the start of your meal period, and clock in the end of your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is less than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing.

The Company will not impede, discourage or dissuade employees from taking meal periods.

Timing of the Second Meal Period

Your meal period should commence before you have completed ten hours of work (unless waived as noted above).

General Provisions

Working off-the-clock during any meal period is strictly prohibited.

You are entitled to leave the premises for your duty-free and uninterrupted meal period(s), not in the company vehicle. You may not skip your meal period(s) in order to work unauthorized overtime, to come

in late or to leave early without the prior approval of your supervisor. You may not extend the time you have available to you for a meal period by combining meal periods or by adding rest periods to a meal period.

If you are required by management or by unavoidable work circumstances to delay a meal period beyond the timing noted above, to take a meal period of less than 30 minutes, to work through a meal period, or if your meal period is interrupted for work-related reasons, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay. Any late, short, missed or interrupted meal period must be reported to the Company by informing your supervisor or the HR Department. Unless you tell us otherwise, the Company will assume that you are taking all of your meal periods, or that any late, short, missed or interrupted meal period was unrelated to work circumstances. It is important to the Company that you are provided with the opportunity to take complete and timely meal periods. If you are ever unable to take a desired duty-free and uninterrupted meal period in a timely and complete manner for any work-related reason, let the HR Department know immediately so that we can work with you to ensure that your meal periods are always available to you.

You may raise any concerns about your ability to take your meal periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated meal periods, duty-free and uninterrupted, each day of work.

Exempt employees are entitled to take meal periods at reasonable intervals as needed. If your workload prevents you from taking meal periods, let your supervisor or the HR Department know immediately so that we can address the situation.

Recovery Periods

We provide employees who work outdoors with paid recovery periods to proactively prevent heat illness. The Company provides shade, fresh water and recovery periods in accordance with the applicable statutes, regulations and standards promulgated by the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The Company will not impede, discourage or dissuade employees from taking recovery periods.

If unavoidable work circumstances result in a non-compliant recovery period, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay. Any non-compliant recovery period must be reported to the Company by informing your supervisor or the HR Department. Unless you tell us otherwise, the Company will assume that you took all necessary recovery periods, or that a missed recovery period was unrelated to work circumstances. It is important to the Company that you are provided with the opportunity to take necessary recovery periods. If you are unable to take a recovery period, please discuss it immediately with the HR Department so that we can work with you to ensure that recovery periods are always available as needed.

You may raise any concerns about your ability to take recovery periods at any time without fear of retaliation; it is our intent that you be able to take all necessary recovery periods.

Lactation Policy

Nursing employees are entitled to a reasonable amount of break time to express milk in private in an area (other than a bathroom) designated by the Company. That area will be in close proximity to your work station, and it will be safe, clean, free of hazardous materials, shielded from view and free from intrusion. It will also contain a surface on which to place a breast pump and other personal items, a place to sit, and will have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. We will also provide a sink with running water and a refrigerator, or other cold storage device suitable for storing milk, in close proximity to your work station. You should use your regular paid rest periods for this purpose. Additional break periods necessary to express milk will be unpaid. If you require additional information or lactation accommodation, please contact Human

Resources will respond to you promptly.

We urge you to immediately report any incidents or failures to accommodate your lactation needs to Human Resources, so that we can quickly and fairly resolve those concerns. We will not discriminate or retaliate against you based upon your lactation needs or activity. However, you are also entitled to file a complaint with the California Division of Labor Standards Enforcement (DLSE), if you think you have been discriminated or retaliated against in this regard. That agency may be found on the internet or through directory assistance.

Overtime for Non-Exempt Employees; Day of Rest

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The Company will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime.
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

We will work with you so that you have at least one full workday completely off duty during each workweek. If the nature of your employment reasonably requires you to work more than six days in the payroll workweek, then we will work with you so that you receive the equivalent of at least one day completely off duty for every seven days in the calendar month. While employees are normally required to work overtime when requested, this requirement does not apply if working the extra overtime hours would result in you failing to receive one full workday completely off duty during each workweek. Although, you are entirely free to make your own choice to accept those extra overtime hours, you will not be required to do so, nor will you be viewed negatively for choosing not to accept the extra hours.

You may not skip your meal period(s) in order to work unauthorized overtime. If you work unauthorized overtime, you will be paid for your time, but you will also be disciplined or terminated for doing so

Reporting-Time Pay

If non-exempt employees are asked to report for work at their scheduled time and no work is available when they arrive, the non-exempt employees will receive reporting time pay of one-half of the scheduled shift up to four (4) hours but no less than two (2) hours.

No reporting time pay will be provided if work is unavailable because of threats to employees or the Company, a failure of public utilities to supply electricity, water or gas, a sewer system failure, or an act of God or other causes outside of the Company's control.

Pay for Mandatory Meetings/Training

The Company will pay non-exempt employees for their attendance at meetings, lectures, and training programs under 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 the employee's supervisor;
- The employee will be paid at the then applicable minimum wage for time spent at meetings, lectures, and training programs if the employee does not perform any productive work during such attendance;
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay; and
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

Timekeeping Requirements

Fence Factory will comply with all applicable regulations regarding pay for nonexempt employees.

All non-exempt employees are required to use a time clock to record daily hours worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after each meal period. Employees also must record their time whenever they leave the building for any reason other than the Company business or rest breaks. Any handwritten marks or changes on the timecard must be initialed by a supervisor. Allowing another employee to alter a timecard is not permissible and is subject to disciplinary action. Any errors on your timecard should be reported immediately to your supervisor.

You may not begin working earlier than your authorized starting time, and you may not stop working later than your authorized ending time, without prior approval of your supervisor. You may not be on Company premises for any purpose unrelated to your employment with the Company.

Working off-the-clock is strictly prohibited. "Off-the-clock" work is a generic term that means work you may perform but that is not reported. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

Separation of Employment

Employee References

We will respond only to written requests for information. All requests for references must be directed to the President. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, the Company discloses only the dates of employment and the title of the last position held of former employees. We will not provide salary history information to prospective employers.

Involuntary Termination and Progressive Discipline

Violation of the Company policies and rules may warrant disciplinary action. The Company has established a system of progressive discipline 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. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Reductions in Force

Under some circumstances, the Company may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Company will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits the employee's employment at the Company, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, the employee's supervisor. All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

Safety and Health

Employees Who Are Requested to Drive

Employees who are required to drive their own vehicles on Company business will be required to show a current valid driver's license, proof of insurance for at least the California statutory minimums and a current DMV driving record report before the first day of employment. These must be kept current during your employment.

The Company participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

The Company retains the right to transfer to an alternative position, suspend, or terminate an employee whose driver's license is revoked or suspended, who fails to maintain personal automobile insurance coverage, who has a moving violation or accident, or where any situation makes the employee uninsurable or insurable only at higher-than-standard rates under the Company's policy.

GPS

Subject to applicable law, the Company reserves the right to observe, track and/or record your activity and whereabouts by use of Global Positioning Systems (GPS) or other similar tracking software or equipment. Any Company-provided device, including but not limited to computers, cell phones and other electronic equipment, may be GPS-enabled and any activity involving Company equipment can and may be monitored at any time. Similarly, Company vehicles may be equipped with a GPS tracking device and any activity involving Company vehicles can and may be monitored at any time. You are strictly prohibited from interfering with or disabling the GPS function on any Company-provided device, equipment or vehicle. You should not expect any right of privacy with regard to your activities or location when using any Company-provided device, vehicle or equipment. Employees driving a fleet vehicle will be issued an additional notice relating to monitoring.

Illness and Injury Prevention

In compliance with California law, and to promote the concept of a safe workplace, The Company maintains an Injury and Illness Prevention Program which is separately issued to all employees. Our IIPP also contains sections covering our COVID-19 Prevention Plan and, effective July 1, 2024, our Workplace Violence Prevention Plan.

Every employee is provided with training on our IIPP and is responsible for observing safety rules and maintaining safe working conditions. We provide the best facilities and safest conditions possible, but being alert and using good common sense is essential in preventing accidents. All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor.

Safety Data Sheets (SDS) are available for inspection. You must follow all labeling requirements.

In compliance with Proposition 65, The Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Communicable Disease Controls

The Company is dedicated to doing its part to protect the health and safety of applicants, employees, interns, customers, vendors and others associated with our business. As part of this commitment, the Company at times must make difficult decisions involving persons who have been, or who are believed to have a communicable disease. Communicable diseases include sicknesses like, Coronavirus (COVID-19), influenza, measles, Severe Acute Respiratory Syndrome (SARS), tuberculosis, or others identified by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO) or

similar government agencies or civil authorities. Because safety and health can be severely compromised if an employee contracts a communicable disease and then has any contact with co-workers, interns, customers, vendors or others associated with our business, the Company takes communicable disease situations very seriously in all cases.

When facing a communicable disease situation becomes necessary, the Company is also committed to engaging in an interactive process with the affected person and medical professionals to ensure that all decisions are made based on current and well-informed medical judgments; while taking into account important considerations like, the risks of transmitting the illness to others, the symptoms or special circumstances of an individual situation. Please rest assured that we will not discriminate against any job applicant or employee based on the individual having a communicable disease.

If you have a communicable disease, or you develop symptoms that you believe may be related to a communicable disease, please immediately notify Human Resources so that we can appropriately address the situation with you confidentially. The Company will comply with all laws and regulations, and we will follow the best practices outlined by the CDC, the WHO and civil authorities, as well as make every reasonable effort to protect the privacy of any persons who have a communicable disease.

Depending on the circumstances, and in accordance with applicable law, the Company reserves the right to exclude a person with a communicable disease from the workplace, based on a medical determination, that such restriction is necessary to either protect the person with the communicable disease, or the health and safety of other employees or our customers. We may also require a fitness for duty examination where medically necessary or allowed by law. As well, we reserve the right to require a medical certification from a medical provider indicating that the person is no longer contagious, before that person will be allowed to return to the workplace. Other legally appropriate actions may also be taken in order to prevent any direct threat to the health and safety of any person in this regard.

First Aid

Report any injury requiring first aid or medical treatment to Immediate Supervisor & Safety Officer. First aid supplies are for emergency treatment of minor injuries, but employees suffering major physical disorders or illness on Company premises will be taken to the nearest available emergency treatment facility. Medical clearance is required from your supervisor for any employee who leaves the premises as a result of an occupational illness or injury. In case of emergency, dial 911 immediately.

Heat Illness

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. The Company has procedures in place for employees to request recovery periods and for ensuring that recovery periods are provided when appropriate. Please refer to the Company's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

Inclement Weather and Emergency Conditions

We make every effort to remain open during most periods of inclement weather and other emergency circumstances. In extraordinary circumstances of severe inclement weather, during health pandemics in which the civic authorities require closure, or in the event of emergency conditions such as earthquakes,

fires, mudslides, active shooter situations, or explosions, the Company may be closed if our facilities are damaged, the highways or roads leading to the Company are damaged or closed, or the safety of our workers is jeopardized. If this occurs, the Company will make every effort to communicate with you in a timely manner regarding the closure. You may also reach out to your supervisor for instructions and information. As well, you are encouraged to monitor radio and television broadcasts regarding the inclement weather or disaster to monitor the situation.

For purposes of this policy, emergency conditions are defined as either: (1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (2) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act. A health pandemic is not considered an emergency condition under this policy or applicable law. Health pandemics will be handled separately according to local, state and federal laws.

If you have a reasonable belief that an emergency condition exists that would prevent you from safely being at work or traveling to or from work, before you leave work or fail to report to work, first contact your supervisor or the HR Department for instructions. When advance notice is not feasible, contact your supervisor or the HR Department as soon as possible under the circumstances. When the emergency condition ends, you must return to work promptly. For further information about what to do in emergency conditions, please refer to the Company's IIPP, or our general emergency condition procedures information, which can be obtained from the HR Department. Pay issues will be evaluated on a case-by-case basis depending on the circumstances and in compliance with applicable law.

The Company will not take or threaten to take any adverse action against you for refusing to report to work, or leaving our workplace, within the affected area during emergency conditions, so long as you have a reasonable belief that the workplace or worksite is unsafe. A reasonable belief is defined as one, "that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises." During emergency conditions, you will also be allowed to access your personal communication devices to seek emergency assistance, to assess the safety of the situation, or to communicate with a person to verify your safety..

Security

The Company has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to 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 missing.

Workplace Violence

The Company has zero tolerance for acts of violence and threats of violence. Effective July 1, 2024, please see the Company's IIPP, which is separately issued to you and contains our Workplace Violence Prevention Plan, for further information regarding this policy.

Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work-related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent -- this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

Our prohibition against threats and acts of violence applies to all persons involved in our operations, including employees, independent contractors, contract and temporary workers, customers and anyone else on our property or interacting with our Company.

Report any threats or acts of violence to management immediately. State, federal or other laws may impose additional reporting obligations. In emergency situations dial 911.

Weapons

You are absolutely prohibited from using, possessing, selling or purchasing weapons or dangerous materials at any time on Company premises (including in your vehicle parked on Company property or in a bag, briefcase or purse you bring into the Company), during work hours, or while representing the Company or conducting Company business anywhere. In addition to disciplinary action, doing so may subject you to additional legal action.

If you observe that any person is in possession of a weapon or dangerous material on Company property or during Company activities, report it to management immediately. In emergency situations dial 911.

Effective July 1, 2024, please see the Company's IIPP, which is separately issued to you and contains our Workplace Violence Prevention Plan, for further information regarding this policy.

No Pets in the Workplace

Employees are prohibited from bringing pets onto Company premises without prior approval from the HR Manager. Service and assistive animals will be accommodated in accordance with applicable laws.

Suitable Seating

We will provide you with access to suitable seating if the nature of your work reasonably permits the use of seats. If the nature of your work requires standing, we will provide an adequate number of suitable seats within a reasonable proximity to your work area. These seats are provided for your use when it does not interfere with the performance of your job duties.

ARBITRATION

We are committed to maintaining a work environment where employees are treated fairly and in compliance with all applicable laws. However, there may be times during or after your employment when you believe that you have a legal claim arising from your employment with the Company. In that case, it is in our mutual best interests to have that dispute resolved fairly and expeditiously.

We believe that the best way to do so is to arbitrate any claims you may wish to pursue. Binding arbitration is typically a less costly and more efficient manner of resolving disputes. You and the Company are each responsible for paying your own legal fees; however, when you submit your claim to binding arbitration, we pay the arbitration fees associated with that claim.

For these reasons, except as prohibited by applicable law, we require that any claims arising from your employment with the Company be submitted to final and binding arbitration and that you sign our Arbitration Agreement as a condition of employment. Please note that your continued employment constitutes acceptance of this policy.

CONCLUSION

In this employee handbook, we have given you an outline of our major policies, procedures and benefits. If you have questions about the material covered in this handbook or about anything concerning your employment with us, please discuss these questions with your supervisor.

Again, welcome to our Company. We look forward to working with you!

Confirmation of Receipt

Confirmation of Receipt - Employer Copy

Handbook Acknowledgement. I, _____, acknowledge that I have received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by the Company. I further understand that the Company has the right to revise the policies and procedures in the handbook at any time, subject to applicable law. I understand that no statements, representations or actions of any employee or principal of the Company will modify these policies and procedures unless I receive specific written notice of modification.

Initials: _____

At-Will Acknowledgement. I understand that the handbook is not a contract for or a guarantee of continuing employment. I understand that, unless I am advised in writing otherwise, I am an at-will employee of the Company. This means that my employment is for no definite period and my terms and conditions of employment may be changed at any time, with or without cause. It also means that I may leave my employment at any time and the Company may terminate my employment at any time, with or without cause, and without any prior notice. I acknowledge that this constitutes the entire agreement between me and the Company regarding my at-will employment status, and that it supersedes any prior written, oral or implied agreements on this subject. I also acknowledge that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and the Company, signed by the President.

Initials: _____

Discrimination, Harassment, Bullying and Retaliation Acknowledgement. I understand and acknowledge that the Company forbids discrimination, harassment, bullying and retaliation. I have reviewed and understand the Equal Employment Policy, the Policy Against Harassment, the Bullying, Abusive Conduct or Communications Policy and the policy on Reporting Harassment, Discrimination, Retaliation or Bullying to the Company, contained in this Handbook. I agree to abide by those policies and to immediately report any incident of discrimination, harassment, bullying or retaliation against me or any other person working for or related in any way to the Company.

Initials: _____

Duty-Free and Uninterrupted Meal and Rest Period Acknowledgement. I understand and acknowledge that the Company provides me with the opportunity to take duty-free and uninterrupted meal and rest periods. I have reviewed and understand the Duty-Free and Uninterrupted Meal Period and Rest Period policies contained in this Handbook. I also agree to abide by those policies. I agree that if I am unable to take a desired duty-free and uninterrupted meal or rest period in a timely manner for any reason, I will let the Company know immediately so that the Company can work with me to ensure that my duty-free and uninterrupted meal periods and/or rest periods are always available to me. I understand that I may raise any concerns about my ability to take my duty-free and uninterrupted meal and/or rest periods at any time without fear of retaliation. I understand that it is the Company's intent that I be able to take all of my designated meal and rest periods, duty-free and uninterrupted, each day of work.

Initials: _____

Communications Acknowledgement. I understand and acknowledge the Company's policies on Communications Systems, Social Media, Endorsements and Use of Communication Devices contained in this Handbook. I understand that all electronic and media communications equipment provided to me by the Company or used by me to perform my job duties remain the sole property of the Company. I further understand and acknowledge that I have no right of privacy in the work product, data, messages or communications sent to or from me in the course of my work for the Company or related in any way to the Company. I understand that the Company may review my sent and received e-mail, voicemail, text messages, internet activity and any other use of electronic storage, media, or communications by me at any time.

Initials: _____

NLRA Acknowledgement. I understand and acknowledge that the Company's policies are not intended to interfere with my rights protected by Section 7 of the National Labor Relations Act or other federal, state or local laws to engage in concerted protected activity or to discuss the terms of my employment or working conditions with or on behalf of my co-workers, or to bring such issues to the attention of management at any time.

Initials: _____

Mandatory Arbitration Acknowledgment. I have received the Company's mandatory arbitration policy and Arbitration Agreement and I understand that I am required to sign the Arbitration Agreement as a condition of employment. I further understand that even if I have not signed the Arbitration Agreement for any reason, my decision to continue my employment constitutes my acceptance of its terms.

Initials: _____

Date: _____ Print Employee Name: _____ Employee Signature: _____

Confirmation of Receipt - Employee Copy

Handbook Acknowledgement. I, _____, acknowledge that I have received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by the Company. I further understand that the Company has the right to revise the policies and procedures in the handbook at any time, subject to applicable law. I understand that no statements, representations or actions of any employee or principal of the Company will modify these policies and procedures unless I receive specific written notice of modification.

Initials: _____

At-Will Acknowledgement. I understand that the handbook is not a contract for or a guarantee of continuing employment. I understand that, unless I am advised in writing otherwise, I am an at-will employee of the Company. This means that my employment is for no definite period and my terms and conditions of employment may be changed at any time, with or without cause. It also means that I may leave my employment at any time and the Company may terminate my employment at any time, with or without cause, and without any prior notice. I acknowledge that this constitutes the entire agreement between me and the Company regarding my at-will employment status, and that it supersedes any prior written, oral or implied agreements on this subject. I also acknowledge that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and the Company, signed by the President.

Initials: _____

Discrimination, Harassment, Bullying and Retaliation Acknowledgement. I understand and acknowledge that the Company forbids discrimination, harassment, bullying and retaliation. I have reviewed and understand the Equal Employment Policy, the Policy Against Harassment, the Bullying, Abusive Conduct or Communications Policy and the policy on Reporting Harassment, Discrimination, Retaliation or Bullying to the Company, contained in this Handbook. I agree to abide by those policies and to immediately report any incident of discrimination, harassment, bullying or retaliation against me or any other person working for or related in any way to the Company.

Initials: _____

Duty-Free and Uninterrupted Meal and Rest Period Acknowledgement. I understand and acknowledge that the Company provides me with the opportunity to take duty-free and uninterrupted meal and rest periods. I have reviewed and understand the Duty-Free and Uninterrupted Meal Period and Rest Period policies contained in this Handbook. I also agree to abide by those policies. I agree that if I am unable to take a desired duty-free and uninterrupted meal or rest period in a timely manner for any reason, I will let the Company know immediately so that the Company can work with me to ensure that my duty-free and uninterrupted meal periods and/or rest periods are always available to me. I understand that I may raise any concerns about my ability to take my duty-free and uninterrupted meal and/or rest periods at any time without fear of retaliation. I understand that it is the Company's intent that I be able to take all of my designated meal and rest periods, duty-free and uninterrupted, each day of work.

Initials: _____

Communications Acknowledgement. I understand and acknowledge the Company's policies on Communications Systems, Social Media, Endorsements and Use of Communication Devices contained in this Handbook. I understand that all electronic and media communications equipment provided to me by the Company or used by me to perform my job duties remain the sole property of the Company. I further understand and acknowledge that I have no right of privacy in the work product, data, messages or communications sent to or from me in the course of my work for the Company or related in any way to the Company. I understand that the Company may review my sent and received e-mail, voicemail, text messages, internet activity and any other use of electronic storage, media, or communications by me at any time.

Initials: _____

NLRA Acknowledgement. I understand and acknowledge that the Company's policies are not intended to interfere with my rights protected by Section 7 of the National Labor Relations Act or other federal, state or local laws to engage in concerted protected activity or to discuss the terms of my employment or working conditions with or on behalf of my co-workers, or to bring such issues to the attention of management at any time.

Initials: _____

Mandatory Arbitration Acknowledgment. I have received the Company's mandatory arbitration policy and Arbitration Agreement and I understand that I am required to sign the Arbitration Agreement as a condition of employment. I further understand that even if I have not signed the Arbitration Agreement for any reason, my decision to continue my employment constitutes my acceptance of its terms.

Initials: _____

Date: _____ Print Employee Name: _____ Employee Signature: _____

ARBEE, INC.

ARBITRATION AGREEMENT

Although Arbee, Inc., doing business as Fence Factory, C&W, and Electronic Entry Distributors (collectively the "Company") hopes that employment disputes will not occur, the Company believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them in binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved.

This Arbitration Agreement ("Agreement") is governed by the Federal Arbitration Act ("FAA"), unless a FAA exclusion applies or as expressly provided otherwise below. The California Arbitration Act ("CAA") shall govern this Agreement in the event that a FAA exclusion applies. By entering into this Agreement, the Company and the undersigned Employee are waiving the right to a jury trial for most employment-related disputes. The Employee further understands that entering into this Agreement does not alter the Employee's at-will employment with the Company.

The Company and the undersigned Employee hereby agree that any dispute with any party (including, but not limited to, the Company, its affiliates, successors, representatives, and related entities, including any entities where Employee has been sent to work by Company) arising out of or in any way related to Employee's application for employment and employment with the Company shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of the Company and the Employee.

The arbitration requirement **does apply** to all statutory, contractual and/or common law claims arising from employment with the Company where permitted by law including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement is void or voidable;
- Claims that could be asserted in court, including breach of any express or implied contract or covenant, tort claims, claims for retaliation or discrimination of any kind, or harassment (excluding pre-dispute claims for sexual harassment or sexual assault under H.R. 4445), including claims based on any and all characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal, state or local statute, rule or ordinance covering these subjects;
- Claims for violation of any statutory leave law, including but not limited to, the federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), California Paid Family Leave ("PFL") or any related federal, state or local statute, rule or ordinance;
- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law; and
- Claims made against the Company or any of its subsidiary or affiliated entities, or its individual officers, directors or employees, or any entity where Employee is sent to work, for any matters arising out of any of the above claims.

This Agreement **does not** cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission ("EEOC") or federal Department of Labor ("Wage and

Hour Division”), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency’s jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Employee may (but is not required to) choose arbitration to resolve the Employee’s dispute rather than pursuing a claim with an administrative agency;

- Workers’ Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any Company employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan;
- Claims for pre-dispute sexual harassment or sexual assault as defined in H.R. 4445, unless the parties agree, post-dispute and in writing, to arbitrate those claims; and
- Claims that by law may not be arbitrated, unless they are covered by the FAA.

Waiver of Representative Actions. Except as otherwise required by applicable law, the parties agree that they are expressly precluded from filing, participating in or joining in any and all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, and that all such claims shall be conducted on an individual basis, and not as a joint action, class action, representative Labor Code Private Attorneys General Act (“PAGA”) action, or any other representative and/or collective action or claim. If this waiver is deemed to be invalid as a matter of law, the joint, class, PAGA, collective and/or representative action may be litigated in court, but the parties agree any court action shall be stayed until the completion of any arbitration under this Agreement. If any portion of this waiver remains valid, it shall be enforced in arbitration.

Arbitration Procedures. Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures that do not conflict with the FAA. Alternatively, if no such state statutes exist, then arbitration shall be conducted pursuant to the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) rules for employment law disputes. A copy of these JAMS rules can be found at www.jamsadr.com under “Rules & Clauses”. The parties may mutually agree upon another arbitration provider or procedure.

The Arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution service administered by the Superior Court of the county in which the dispute arose. The Arbitrator shall not have any authority to consolidate, combine or aggregate the claims of the undersigned Employee with those of any other employee. The Arbitrator shall have no authority to create an arbitration proceeding on a class, PAGA, joint, collective and/or representative basis, nor to award relief to a class or group of employees in one arbitration proceeding.

Any dispute with any party arising out of or in any way related to Employee’s application for employment and employment with the Company must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, the Company shall pay the fees and costs of the Arbitrator, and each party shall pay for its own costs and attorneys’ fees. However, the Arbitrator may award costs and/or attorneys’ fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys’ fees and costs.

The parties will be permitted to conduct discovery as provided by the applicable state statute(s). In the absence of any such statute(s), the parties shall follow the discovery procedures set forth by JAMS. Pursuant to the California Code of Civil Procedure, the parties hereby agree that the arbitrator shall have authority to issue discovery subpoenas for nonparty depositions including subpoenas for the production of documents.

Within 30 days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for the Arbitrator's decision. The Arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be stricken from the Agreement and the remainder of the provision and the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law.

The parties each acknowledge that they have entered into this Agreement with full knowledge and understanding of its terms, and have not relied upon any promises or representations other than those contained herein. The parties each acknowledge that they have been given the opportunity to seek the advice of counsel with regard to the terms of this Agreement to the extent deemed necessary by that party.

Each party acknowledges that it is giving up its right to a court or jury trial by entering into this Agreement. The parties further understand that this Agreement does not change Employee's at-will employment status with the Company. Employee's decision to continue employment with Company after receipt of this Agreement shall constitute Employee's acceptance of the terms of this Agreement even if this Agreement has not been signed for any reason.

Date

Print Employee Name

Employee Signature

Date

Print Employer Representative Name

Employer Representative Signature

Employer Representative Title