

# VELOCITY

VEHICLE GROUP



## 2023 EMPLOYEE HANDBOOK





## **EMPLOYEE HANDBOOK**

*Effective August 1, 2023*

Velocity Vehicle Group (dba) including:

- Los Angeles Truck Centers, LLC
- Los Angeles Truck Service, LLC
- Transwest Truck Center, LLC
- Fleet Logic, LLC
- Buswest, LLC
- Crossroads Equipment Lease & Finance, LLC
- VelocitySBA, LLC
- Freightliner of Arizona, LLC
- Velocity Vehicle Group Carolinas III, LLC
- Velocity-EV, LLC
- SVT Fleet, LLC

Disclaimer: This handbook will be enforced as written unless your local state differs.

<https://hr.vvg.zone>

<b>Purpose of This Employee Handbook</b> .....	4
<b>Let's Communicate</b> .....	5
Employee Relations Philosophy .....	5
If You Have a Question .....	5
<b>What You Can Expect From Us</b> .....	6
Introductory Period .....	6
Equal Employment Opportunity Policy .....	6
Reasonable Accommodations .....	6
Pregnancy Accommodations .....	7
Policy Against Unlawful Harassment, Discrimination, and Retaliation .....	7
What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against .....	9
<b>Timekeeping and Payroll Practices</b> .....	11
Employee Classification .....	11
Full-Time Employees .....	11
Part-Time Employees .....	11
Temporary Employees .....	11
Non-Exempt Employees .....	11
Exempt Employees .....	11
Your Pay .....	11
Timekeeping Procedures .....	12
Overtime and Work Schedule .....	12
Meal Periods .....	12
Recovery Periods .....	13
Rest Periods .....	14
Premium Pay .....	15
Lactation Accommodations .....	15
Seating .....	16
<b>Company Benefits</b> .....	17
Paid Holidays .....	17
Paid Vacation .....	17
Paid Sick Leave .....	18
Insurance and Retirement Benefits .....	19
CA State Mandated Insurance Benefit Programs (Outside of CA: review your state specific addendum in this handbook) .....	19
CA State Disability Insurance .....	19
Family Temporary Disability Insurance .....	19
Workers' Compensation Insurance .....	20
External Training and Educational Assistance .....	20
Literacy Assistance .....	21
<b>Leaves of Absence</b> .....	22
Civic Duties .....	22
Leave for Emergency Rescue Personnel .....	22
Civil Air Patrol Leave .....	23
Military Leave of Absence .....	23
Leave for Victims of Felony Crimes .....	23
Leave for Victims of Crime or Abuse .....	24
School Disciplinary Action Leave .....	25
Unpaid Family School Partnership Leave .....	25
Leave for Organ and Bone Marrow Donors .....	25
Pregnancy Disability Leave of Absence .....	25
Medical Leave of Absence .....	26
Family and Medical Leave Act .....	27
Military-Related FMLA Leave .....	31
California Family Rights Act .....	35
Personal Leave of Absence .....	40
Bereavement Leave .....	40
<b>What We Expect of You</b> .....	42
<b>VVG Code of Conduct</b> .....	43
Absenteeism and Tardiness .....	43
Alcohol and Drug Policy .....	43
Attitude and Professionalism .....	45

Damage to Property .....	45
Fraud, Dishonesty, and False Statements .....	45
Gambling .....	45
Gifts.....	45
Illegal Activity.....	46
Insubordination .....	46
Misuse of Property.....	46
Off-Duty Use of Facilities .....	46
Off-Duty Social and Recreational Activities .....	46
Outside Employment.....	46
Personal Dress and Appearance .....	46
Personal Mail .....	47
Personal Telephone Calls and Visits .....	47
Poor Performance .....	47
Romantic or Sexual Relationships with Other Employees .....	47
Sleeping .....	48
Smoking .....	48
Solicitation - Distribution Policy.....	48
Theft .....	48
Workplace Violence Policy.....	49
<b>Procedures and Guidelines .....</b>	<b>50</b>
Background Screening .....	50
Bulletin and Message Boards .....	50
Company Keys/Entry Cards .....	50
Company Vehicles & Safe Driving .....	50
Conflicts of Interest .....	51
Employee Rights in Emergencies.....	51
Hazardous and Toxic Materials .....	51
Housekeeping .....	52
Meetings .....	52
Parking .....	52
Personnel Records.....	52
Safety .....	52
Searches and Inspections.....	53
Travel and Expense Reimbursement Policy .....	53
<b>Technology and Information .....</b>	<b>59</b>
Mobile and Electronic Devices .....	59
Information Technology.....	60
Social Media.....	64
Unauthorized Interviews.....	66
<b>Changes in Status .....</b>	<b>67</b>
Changes in Personnel Records .....	67
Outside Inquiries Concerning Employees .....	67
Notice of Resignation .....	67
Exit Interview.....	67
To Sum It All Up .....	67
<b>California Standalone Harassment Policy &amp; Notice .....</b>	<b>68</b>
<b>Multi-State Standalone Harassment Policy .....</b>	<b>72</b>
<b>California Dispute Resolution Agreement .....</b>	<b>75</b>
<b>Kentucky Dispute Resolution Agreement .....</b>	<b>78</b>
<b>Multi-State Dispute Resolution Agreement (except CA &amp; KY) .....</b>	<b>81</b>
<b>Alabama Addendum .....</b>	<b>84</b>
<b>Arizona Addendum .....</b>	<b>87</b>
<b>Kentucky Addendum.....</b>	<b>98</b>
<b>Nevada Addendum .....</b>	<b>103</b>
<b>North Carolina Addendum.....</b>	<b>111</b>
<b>San Diego Addendum .....</b>	<b>114</b>
<b>South Carolina Addendum .....</b>	<b>116</b>
<b>Tennessee Addendum .....</b>	<b>118</b>
<b>Employee Acknowledgment and Agreement .....</b>	<b>124</b>

This handbook is designed to acquaint you with Velocity Vehicle Group (the “Company”) and all subsidiaries and affiliates to provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. The Company retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of “employment contract.”

As provided in the offer letter and other documents, employment at the Company is at-will and may be terminated by either the Company or the employee, with or without cause or prior notice. This handbook supersedes any and all prior handbooks, written documents, or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” employee may not be changed except in writing signed by the Co-Presidents and the Vice President of Human Resources of the Company.

**Employee Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. We know that the Company's success and reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to look to our employees for ideas about how to improve all areas of our business in areas like customer service, safety, efficiency, and employee relations.

**If You Have a Question**

We encourage you to discuss any questions or concerns regarding this handbook or any work-related issues with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you. If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact Human Resources. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the Vice President of Human Resources.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

The Company takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible. You are encouraged to utilize this procedure without fear of retaliation.

**Introductory Period**

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this time, your job performance, attendance, and overall interest in your job will be assessed. Employees who fail to demonstrate the expected performance, commitment, and attitude may be terminated during or upon the completion of the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You and the Company continue to have the right to terminate your employment at any time, with or without cause or notice.

During the introductory period, you may not be eligible for certain Company benefits.

The Company may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

**Equal Employment Opportunity Policy**

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical, reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other protected status in accordance with all applicable federal, state, and local laws. This policy extends to all aspects of our employment practices including, but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

**Reasonable Accommodations**

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees’ religious beliefs and practices. This policy extends to all aspects of our employment practices including, but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees’ religious beliefs and practices, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices, please notify Human Resources.

Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

### **Pregnancy Accommodations**

The Company will provide reasonable accommodations to qualified employees for known limitations related to the pregnancy, childbirth, or related medical conditions of a qualified employee. If you require an accommodation to perform the essential functions of your job for known limitations related to pregnancy, childbirth, or related medical conditions, please notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If the Company determines that all other reasonable accommodations create an undue hardship for the Company and/or pose a direct threat to the health or safety of others in the workplace, the Company may require employees to take a leave of absence, subject to the provision of medical documentation of the employee's need. If the employee does not have available leave or does not qualify for any state or federal protected leaves, the Company will provide any leave of absence to the extent leave is otherwise provided to eligible employees.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

### **Policy Against Unlawful Harassment, Discrimination, and Retaliation**

This policy applies to employees in California. The Company's "Policy Against Unlawful Harassment, Discrimination, and Retaliation Multi-State" found on page 81 of this Employee Handbook applies to employees outside of California.

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation.

In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices) color, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and



veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other category protected by applicable federal, state or local law.

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

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or 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) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a female is too masculine.

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, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

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

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

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

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

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

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately report it to your manager or supervisor or to Human Resources as follows:

- In person, at the **Human Resources Office, 13181 Crossroads Parkway N., Suite 450, City of Industry, CA 91746**; or
- By telephone, at **(562) 447-1350**; or
- By e-mail, at **hr@vvgtruck.com**.

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

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

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

**Employee Classification*****Full-Time Employees***

Full-time employees are those normally scheduled to work at least thirty (30) hours per week, as determined by the Company in its sole discretion. “Full-time” is a general employee classification used by the Company for a variety of purposes. Employees not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

***Part-Time Employees***

Part-time employees are those normally scheduled to work fewer than thirty (30) hours per week, as determined by the Company in its sole discretion.

***Temporary Employees***

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

***Non-Exempt Employees***

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

***Exempt Employees***

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

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult Human Resources or the applicable benefit plan document.

**Your Pay**

We offer direct deposit of employee paychecks to all employees who provide a digital and/or written authorization for direct deposit and we encourage employees to enroll in our direct deposit program.

We distribute paychecks and issue direct deposits on the established check dates of each month. You should pick up your own paycheck or paystub copy on the normally scheduled pay day. If the scheduled payday falls on a weekend or holiday, paychecks will generally be distributed on the preceding or following business day. Any questions about the amount of your pay or deductions should be brought to the attention of Human Resources immediately.

**Timekeeping Procedures**

Our workweek starts on Sunday at 12:00 a.m. and runs through Saturday at 11:59 p.m.

Unless otherwise notified, you are required to accurately record your hours of work through the use of the designated payroll system. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

Working “off the clock” is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not “on the clock,” you must notify Human Resources immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee’s time record.

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

Any changes or corrections to your time records must be communicated by you and your Manager. Under no circumstances may any employee record another employee’s time.

**Overtime and Work Schedule**

The Company may periodically schedule overtime work in order to meet business needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor’s approval may result in disciplinary action, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Company.

**Meal Periods**

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 5th hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an

on-duty meal period approved by Human Resources, employees must record the beginning and ending time of their meal period(s) every day.

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

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal or rest period to Human Resources. The Company strictly prohibits retaliation against any employee who reports violations of the Company's meal and rest period policies.

***Waiver of Meal Period.*** You may waive your meal period only under the following circumstances:

- If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your supervisor.
- If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day.

You may not waive your meal periods to shorten your work day.

***On-Duty Meal Period.*** In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the Company have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

### **Recovery Periods**

The Company provides employees working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating.

Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked. You are not required to record your cool-down periods.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized to instruct you to waive or skip a cool-down period. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to Human Resources.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more recovery periods or if the Company has not otherwise provided them with an opportunity to take one or more recovery periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where an employee personally chooses not to take a discretionary recovery period or to deviate from the Company's schedules or policies providing discretionary recovery periods as required by law.

### **Rest Periods**

The Company provides non-exempt employees with the opportunity to take a net ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. You may leave the premises for your rest period if you so desire. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 1/2) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are "on the clock" and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or the Company's timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by an employee without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

**Premium Pay**

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more meal or rest periods or if the Company has not otherwise provided them with an opportunity to take one or more meal or rest periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The Company strictly prohibits retaliation against any employee who reports violations of the Company's meal or rest period policy. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or if an employee personally chooses to not take a rest period or disregards the Company's schedules or policies providing rest and meal periods as required by law.

**Lactation Accommodations**

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

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

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

Employees in California have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.



**Seating**

The Company provides suitable seating when the nature of an employee's work reasonably permits. If you feel you need seating at your workstation or feel your seating is inadequate, please inform your supervisor or Human Resources.

The Company provides the following benefits to hourly and salary employees (Commission only employees see manager for eligibility status). The Company reserves the right to terminate or modify these plans at any time for any reason.

**Paid Holidays**

All eligible employees will receive these specific holidays off with pay any time they fall on a normally scheduled work day for the employee. Each calendar year the Company will distribute a schedule of the year’s holidays.

However, the Company reserves the right to change or eliminate paid holidays with prior notice. The following are generally the paid holidays:

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

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking an excused absence on those days. Holiday pay does not count as “hours worked” for purposes of calculating an employee’s entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday. Non-exempt employees asked to work on a holiday will receive their normal rate of pay for work performed that day as well as holiday pay at their normal rate of pay.

Exempt employees will not receive additional holiday pay but rather will be paid their regular salary for the week in which a holiday falls.

**Paid Vacation**

The Company provides vacation benefits to all full-time employees (Commission only employees see manager). Beginning the first day of employment vacation will be accrued as follows, subject to the indicated accrual caps:

<b>Employee's Continuous Length of Service</b>	<b>Amount of Vacation Hours Accrued Each Year</b>	<b>Amount of Vacation Days Accrued per Year</b>	<b>Maximum Hours Accrual Cap</b>
0- 5 years	80 Hours	10 days	120 Hours
After 5 years to 15 years	120 Hours	15 days	180 Hours
After 15 years	160 Hours	20 days	240 Hours

Vacation may not be accrued in excess of the applicable maximum accrual cap above. Once your unused and accrued vacation reaches the maximum cap, you will not accrue any additional vacation time until prior vacation time has been used and your accrued balance falls below the maximum accrual cap.

Consult Human Resources for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that you receive while on vacation may vary according to your compensation or pay plan. Vacation pay does not count as “hours worked” for purposes of calculating an employee’s entitlement to overtime during the week in which the paid vacation is taken. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you are taking an excused absence on those days.

Vacation time is provided so that you are better able to perform your job when you return. For this reason, the Company requires employees to take their vacation and does not permit employees to take pay in lieu of time off.

Vacations must be scheduled and approved by your supervisor at least two (2) weeks in advance. Also, the Company, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate. Employees who are out on a leave of absence do not accrue vacation time while they are on leave. We pay all accrued but unused vacation pay when an employee leaves the Company.

### **Paid Sick Leave**

The Company provides paid sick leave to employees who have worked thirty (30) or more days in California within a year of their employment with the Company. The sick leave year runs from July 1st through June 30th for employees hired on or before July 1, 2015. For employees hired after July 1, 2015, the year is the consecutive 12-month period beginning on the employee’s date of hire. Eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of forty-eight (48) hours or six (6) days of paid sick leave per year. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of twenty-four (24) hours or three (3) days of paid sick leave per year. Employees may not use accrued paid sick leave in increments of less than two (2) hours. Unused sick leave will carry over to the next year, up to a maximum of forty-eight (48) hours or six (6) days of accrued paid sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee’s family member. “Family member” for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child’s age), parent (including a step-parent or parent-in-law), grandparent, grandchild, sibling, or a designated person. “Designated person” for the purposes of this policy is a person identified by the employee at the time the employee requests paid sick days. Employees will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of an employee’s family member.

Consult Human Resources for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee. Sick pay does not count as “hours worked” for purposes of calculating an employee’s entitlement to overtime during the week in which the sick leave is taken.

Employees requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

The Company will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

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

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact Human Resources.

### **Insurance and Retirement Benefits**

We offer the following insurance and retirement benefits to eligible employees:

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

Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

### **CA State Mandated Insurance Benefit Programs**

Outside of CA: review your state specific addendum in this handbook.

### **CA State Disability Insurance**

The Company is required by law to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department, which administers the SDI program.

### **Family Temporary Disability Insurance**

The Company is also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to

fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California's Employment Development Department which allows you to receive compensation for lost wages, for up to eight (8) weeks in a twelve (12) month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, FTDI does not provide you with any entitlement to leave beyond what you are entitled pursuant to Company policy. You will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify the Company if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the California Employment Development Department. The Employment Development Department ultimately determines whether you are eligible to receive FTDI benefits. You will not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

### **Workers' Compensation Insurance**

The Company pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment.

### **External Training and Educational Assistance**

You may be given the opportunity to attend training or educational programs in the course of your employment. The Company may reimburse you for the cost and certain expenses associated with attending an approved training or educational course. To receive reimbursement, you must receive (1) advanced written authorization from Human Resources and your Manager to attend the course and (2) you must meet the predesignated passing criteria as set forth in writing by Human Resources and your Manager.

You should contact Human Resources before registering for any training or other educational course to learn whether the program will be covered under the Company's policy. The Company is not responsible for the payment or reimbursement of any costs or expenses associated with your attendance at any training or educational course if you fail to receive advanced written authorization or you fail to meet the predesignated passing criteria as set forth in writing by Human Resources and your Manager.

**Literacy Assistance**

The Company will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Employees who need time off to participate in an adult education program for literacy assistance should inform Human Resources, so arrangements can be made to provide unpaid time off or an adjusted work schedule. The Company will make reasonable efforts to safeguard the employee's privacy with respect to such a request. Employees may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave.

**Civic Duties**

The Company encourages all employees to accept their civic responsibilities. Jury Duty: If you receive a jury duty summons, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible.

Unless otherwise required by federal, state or local law, time spent serving on jury duty will be unpaid for non-exempt employees.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Unless otherwise required by federal, state, or local law, time spent on witness duty will be unpaid for non-exempt employees.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on witness duty, pursuant to state and federal law.

Employees who are released from witness service before the end of their regularly scheduled shift or who are not asked to serve as a witness are expected to call their supervisor as soon as possible and report to work if requested.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

**Leave for Emergency Rescue Personnel**

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel ("Emergency Rescue Personnel") may receive unpaid leave to perform their duties in the case of an emergency. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you qualify as a state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that your supervisor is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work. You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

**Civil Air Patrol Leave**

The Company will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

To be eligible, employees must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave. Employees are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

**Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company in advance of upcoming military duty by providing your supervisor with verbal or written notice as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may take up to ten (10) days of unpaid leave.

**Leave for Victims of Felony Crimes**

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide the Company in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide the Company with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.



**Leave for Victims of Crimes or Abuse**

Eligible employees may take unpaid time off to seek relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure their health, safety or welfare or that of their child.

You may be eligible for this leave if you meet one of the following definitions of a victim: 1) you are a victim of stalking, domestic violence, or sexual assault, 2) you are a victim of a crime that caused physical injury or that caused mental injury and a threat to physical injury, or 3) your immediate family member is deceased as the direct result of any crime or public offense that would be punishable as a misdemeanor or felony if it had been committed in the State of California. "Immediate family member" for purposes of this policy includes, regardless of age, a child (biological, adopted or foster), stepchild, legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, a parent (biological, adoptive, or foster), stepparent, legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child, a person to who the employee is legally married under the laws of any state, a domestic partner of an employee as registered under the law of any state or political subdivision, a sibling (biological, foster or adoptive), a stepsibling or a half-sibling.

Eligible employees who meet the definition of victim above may also take time off to: 1) seek medical attention for injuries caused by any crime or public offense that would be punishable as a misdemeanor or felony if it had been committed in the State of California or abuse, 2) obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse, 3) obtain psychological counseling or mental health services related to an experience of crime or abuse; and 4) take safety planning or other action, such as relocation, to protect against future crime or abuse.

To be eligible for this leave, you must provide the Company with advance notice of your need for leave. If advance notice is not possible, you must provide the Company with the following certification within a reasonable amount of time after returning to work: (1) a police report showing that you meet the definition of a victim as set forth above (2) a court order protecting you from the perpetrator of the crime or abuse or other evidence from the court or prosecuting attorney that you appeared in court, 3) documentation from a medical professional, domestic violence or sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to receiving treatment or services for physical or mental injuries or abuse resulting in victimization from the crime or abuse, or (4) any other form of documentation that reasonably verifies that the crime or abuse occurred.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, employees who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the employee's

safety while at work. If you require such an accommodation, please notify your supervisor or Human Resources. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

### **School Disciplinary Action Leave**

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

### **Unpaid Family School Partnership Leave**

The Company encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in loco parentis with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may also take such leave to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

You must personally notify your supervisor and Human Resources as soon as you learn of the need for a planned use of this leave. You will not be allowed time off if you do not provide your supervisor with adequate notice. The Company may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

### **Leave for Organ and Bone Marrow Donors**

Employees who have been employed for at least ninety (90) days and who provide written verification to the Company that they are an organ or bone marrow donor are entitled to receive a paid job protected leave of absence that may be taken in one or more periods in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor. The one-year period is measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months.

### **Pregnancy Disability Leave of Absence**

Employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning

a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four (4) months” means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

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

Employees granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify Human Resources of your need for a reasonable accommodation as soon as reasonably possible.

### **Medical Leave of Absence**

Employees who are ineligible for leave under the federal Family and Medical Leave Act and California Family Rights Act as provided below, or who have exceeded their leave allotment under those laws, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Company's medical insurance plan documents will determine whether you and your eligible dependents may

continue your health insurance coverage under the Company's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

### ***Other Employment***

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

### ***Fraud***

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

### **Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

### ***Employee Eligibility***

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin; and
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

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

### ***Reasons for Taking Leave***

FMLA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
- Because of an employee's serious health condition that makes the employee unable to perform the functions of the employee's position (up to twelve (12) weeks).
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details).
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

### ***Definitions***

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

prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

### ***Identifying the 12-Month Period***

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

### ***Using Leave***

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is generally not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two (2) week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company’s operations. Intermittent leave is permitted in increments of at least one (1) hour.

### ***Use of Paid Leave***

Depending on the purpose of your leave request, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. If the Company does not require you to do so, you may elect to substitute paid leave for FMLA leave, so long as you comply with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). This paid disability leave runs concurrently with FMLA leave, and may continue longer than the FMLA leave if permitted by the disability leave plan.

### ***Maintenance of Health Benefits***

The Company will maintain coverage under the Company’s group health plan during your FMLA leave on the same terms as if you had continued to work.

You must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

### ***Notice and Medical Certification***

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. The Company will require this certification to address whether you can perform the essential functions of your position.

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

### ***Employer Responsibilities***

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

### ***Job Restoration***

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

### ***Failure to Return after FMLA Leave***

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify Human Resources. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

### ***Other Employment***

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

### ***Fraud***

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

### **Military-Related FMLA Leave**

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

### ***Definitions***

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



A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of “serious injury or illness” for current Servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember’s office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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

### ***Military Caregiver Leave***

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

on the permanent disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

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

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a "single twelve (12) month period." The "single twelve (12) month period" begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this "single twelve (12) month period," the remainder is forfeited.

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

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

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

### *Qualifying Exigency Leave*

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

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

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

Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

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

Qualifying Exigency Leave is available under the following circumstances:

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

- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence above for more details.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that the Company and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

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

### **California Family Rights Act**

The California Family Rights Act ("CFRA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may use is twelve (12) weeks within a twelve (12) month period.

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

- CFRA leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
- CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition.

- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

### ***Employee Eligibility***

To be eligible for CFRA leave, you must:

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

### ***Reasons for Taking Leave***

CFRA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee or an employee's registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- To care for an employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).
- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

### ***Definitions***

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.

A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of age.

A "parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

A “parent-in-law” means the parent of a spouse or registered domestic partner. A “sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees will be limited to identifying one (1) designated person per twelve (12)-month period.

A “qualifying exigency” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent (“military member”) means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from Human Resources. These exigencies include:

- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member’s active duty status.

### ***Identifying the 12-Month Period***

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

### ***Using Leave***

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a

reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. For the birth of or care for a newly-born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

### ***Use of Paid Leave***

Depending on the reason for your leave, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If the Company does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### ***Maintenance of Health Benefits***

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

### ***Notice and Medical Certification***

In order to qualify for CFRA leave, you must provide:

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

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

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

### ***Employer Responsibilities***

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

### ***Job Restoration***

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

### ***Failure to Return after CFRA Leave***

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

### ***Other Employment***

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

### ***Fraud***

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



**Personal Leave of Absence**

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis. Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

**Bereavement Leave**

Eligible employees who work in California may receive up to five (5) days of bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's family. A family member includes your spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild as defined under the California Family Rights Act (CFRA).

To be eligible, employees must have been employed with the Company for at least thirty (30) days immediately preceding the commencement of leave. Employees who are notified of the death of a family member while at work will be unpaid for the remainder of the scheduled hours that day. Eligible employees may take bereavement leave in a single block of time or intermittently within three (3) months of the employee's family member's death. All time off in connection with the death of a family member, as defined above, should be scheduled with your supervisor. The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for bereavement leave. Employees are encouraged to request leave under this policy without fear of retaliation.

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

The Company offers all employees three (3) days of paid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family.

Eligible employees who work in California may receive an additional two (2) days of unpaid bereavement leave in the event they miss regularly scheduled workdays due to the death or funeral of a member of the employee's family. Immediate family includes your spouse, registered domestic partner, children,

stepchildren, registered domestic partner's children, parents, grandparents, grandchildren, brother or sister, your spouse's parents, or your registered domestic partner's parents.

All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

This section discusses your responsibilities to the Company as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

Violation of any of the basic rules below, the policies in this handbook, or any other policy of the Company or misconduct on your part may lead to disciplinary action, up to and including termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including termination. If you have any questions about what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment.

**Absenteeism and Tardiness**

You are expected to be at work ready to perform your job duties on time each day. Absenteeism or tardiness, even for good reasons, is disruptive to our operations and creates a burden for co-workers. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable. Leaving a message, voice mail, or sending an email or text message does not qualify as personally contacting your supervisor.

If you are required to leave work early, you must also personally contact your supervisor and obtain permission. Leaving work early without authorization is strictly prohibited.

When an absence is due to illness, the Company may require supporting medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without contacting the Company, if you fail to report for work or call in for more than three (3) consecutive calendar days, you may be considered to have abandoned your job and may be terminated.

**Alcohol and Drug Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs other than marijuana taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances (and marijuana regardless of prescription) in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job. From time to time, the Company may host events where alcohol is served. During these authorized Company events, employees are permitted to engage in moderate consumption of alcohol that is served. Employees are expected to exercise good personal judgement concerning alcohol consumption and must not over indulge.

### ***Prescription Drugs***

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

### ***Notification of Impairment***

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

### ***Who is Tested***

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

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

### ***Discipline***

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

### ***Enforcement Policy***

In order to enforce this policy and procedures, the Company may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and Company vehicles. You will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

### ***What Happens When an Employee Tests Positive for Prohibited Substances***

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

### **Attitude and Professionalism**

All employees must display a positive attitude towards their job and arrive to work motivated to perform their job duties. Further, employees are expected to demonstrate courtesy and professionalism toward their co-workers, customers, vendors, and/or members of the public in the course of their job duties. Rudeness, profanity or disruptive conduct will not be tolerated.

A bad attitude or a failure to conduct oneself professionally creates a difficult working environment and prevents the Company from providing quality service to our customers.

If you consistently fail to approach your job duties with a positive attitude and in a professional manner, you may be subject to disciplinary action, up to and including termination.

### **Damage to Property**

Deliberate or careless damage to a co-worker's, vendor's, or customer's property or the property of the Company will not be tolerated.

### **Fraud, Dishonesty, and False Statements**

Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, time entry, investigative questionnaire, workplace injury report, or any other Company document. Employees are likewise prohibited from making any materially dishonest or false statement to another employee, or to a vendor, customer, or other third party in the course of performing the employee's job duties.

Under the law, an employee may be held personally liable for making misrepresentations to customers. It is also against the law and against Company policy for an employee to provide, or assist a customer in providing, false or misleading information on a credit application or regarding credit status to any financial institution.

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to Human Resources or another member of management immediately.

### **Gambling**

Gambling is prohibited on Company property, or through the use of the Company's property such as computers and telephone equipment.

### **Gifts**

Employees may not request or accept any gift of any kind from a customer or supplier without the express written authorization of the Co-CEOs and Human Resources.

**Illegal Activity**

Employees are not permitted to engage in any kind of illegal activity while on duty or on the Company's property, or while off the job which reflects detrimentally on the Company's reputation.

**Insubordination**

We all have duties to perform and every employee must follow directions from their supervisor or manager. Employees must not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner. Employees who engage in insubordinate conduct may be subject to disciplinary action, up to and including termination.

**Misuse of Property**

Employees are prohibited from misusing, or using without authorization, equipment, vehicles or other property of the Company, customers, vendors, or other employees of the Company. Any non-business use of the Company's office equipment must be approved by management.

**Off-Duty Use of Facilities**

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

**Off-Duty Social and Recreational Activities**

During the year, the Company may sponsor social or recreational activities for its employees. Your attendance at these events is completely voluntary and not required as a condition of employment and the time spent will not be considered time worked. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

**Outside Employment**

It is important that other employment, as well as outside interests, do not interfere in any way with your job with the Company. You should be careful that extra hours of work do not affect the performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from the Human Resources Manager or the President.

**Personal Dress and Appearance**

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat and well-groomed appearance. We feel that these qualities go further than any other factor in making a favorable impression on customers and your co-workers.

Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Employees who are provided with Company

uniforms must keep them in a neat and clean condition and must wear them at all times when on duty. Employees who report to work in unacceptable attire may be required to leave work and return in acceptable attire. Such time away from work will be without pay.

The Company will not enforce this policy in violation of any federal, state, or local equal employment opportunity laws. The Company will provide reasonable accommodations to this policy for an employee's religious beliefs and practices, medical needs, or other protected reasons, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. For more information, please see the Reasonable Accommodations policy.

### **Personal Mail**

All mail which is delivered to the Company is presumed to be related to our business. Mail or packages sent to you at the Company may be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

Company postage meters and letterhead may not be used for personal correspondence.

### **Personal Telephone Calls and Visits**

We ask our employees to refrain from making or receiving personal calls on company and/or personal cellphones except in emergencies. Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. Non-employees are strictly forbidden from entering unauthorized areas.

### **Poor Performance**

You are expected to make every effort to learn your job and to perform at a level satisfactory to the Company at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

### **Romantic or Sexual Relationships with Other Employees**

The Company has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company imposes the following restrictions on romantic or sexual relationships between employees:

1. Employees should refrain from engaging in a romantic or sexual relationship with a subordinate employee under any circumstances.



2. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management employee, the supervisor or manager must disclose the existence of such relationship immediately to Human Resources. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or conflicts in the workplace.
4. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace. If this behavior becomes disruptive to business, the company reserves the right to discipline and or terminate either or both parties.

Questions and clarifications will be addressed by Human Resources.

### **Sleeping**

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job. Anyone found sleeping on the job is subject to disciplinary action.

### **Smoking**

Smoking is prohibited in all Company buildings and vehicles. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where hazardous and flammable materials are present. Please note that VVG will uphold all state regulations regarding building proximity.

### **Solicitation - Distribution Policy**

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

### **Theft**

Theft of money or property from the Company, your co-workers, or customers is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. The Company reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on the Company’s property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

The Company is not responsible for the theft of personal belongings brought to the worksite.

**Workplace Violence Policy**

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

We do not allow fighting or threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises, including parking areas.

No employee may commit or threaten to commit any violent act against a co-worker or third party. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor, Safety, or Human Resources as soon as possible.

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

**Background Screening**

To ensure that employees of the Company continue to be qualified and to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment, or misconduct, the Company reserves the right to conduct background screening on all of its employees.

Should you have any questions regarding the Company's background screening policy, please contact Human Resources.

**Bulletin and Message Boards**

The Company may maintain a bulletin board(s), message board(s), or internal webpage as a source of information for employees. Any such resource is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees. No information may be placed on resources without the prior approval of their immediate supervisor or Human Resources.

**Company Keys/Entry Cards**

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to Human Resources upon separation from the Company. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

**Company Vehicles & Safe Driving**

Only authorized employees may operate Company and customer vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. All persons in vehicles are required to use their seatbelts. Not using seatbelts in a vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company or customer vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review. Further, you may never use a motorcycle to conduct business or provide transportation for a customer or fellow employee. Any employee whose duties include the operation of Company or customer vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

If you receive a traffic citation while operating a Company or customer vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company or customer vehicle, you are required to call 911 and report the accident. You must also report the accident to Safety immediately.

**Mileage Reimbursement:** Employees who must use their personal car for Company business will be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs. In some cases, an auto allowance will be provided as an alternative to mileage reimbursement.

### **Conflicts of Interest**

Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of the Company, except with the knowledge and written consent of the Co-CEOs, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to complete the conflict of interest form and submit to Human Resources.

### **Employee Rights in Emergencies**

Employees are permitted to leave work or refuse to report to work during an “emergency condition.” An “emergency condition” is defined to mean (i) conditions of disaster or peril caused by natural forces or a criminal act, or (ii) an order to evacuate a workplace, worksite, an employee’s home, or the school of an employee’s child. Notably, an “emergency condition” does not include a health pandemic.

Employees must provide advance notice of the emergency condition requiring them to leave or refuse to report to the workplace or worksite. If advance notice is not feasible, employees must provide notice as soon as possible.

The Company will not take any adverse action against employees for refusing to report to, or leaving, a workplace or worksite within the affected area if the employee has a reasonable belief that the workplace or worksite is unsafe. Furthermore, the Company will not prevent employees from accessing their mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

### **Hazardous and Toxic Materials**

Please see the Company’s Injury and Illness Prevention Program for information on hazardous and toxic materials.

**Housekeeping**

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift. Employees may not litter or discard personal items on the premises.

**Meetings**

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all Company meetings involving your department or which you have been asked to attend, unless excused by your supervisor.

**Parking**

So that we will have sufficient and convenient parking for our customers, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

**Personnel Records**

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with Human Resources present to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the Company will either make personnel records available to the employee for inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee is responsible for the cost of copying the records.

**Safety**

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among the Company's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist the

Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: Safety is a key value to our day to day success. All accidents, including those which do not involve serious injury and those involving customers, must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Consult the Company's Injury and Illness Prevention Program (IIPP) for additional information.

### **Searches and Inspections**

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

### **Travel & Expense Reimbursement Policy**

The Velocity Vehicle Group (the "Company") Expense Reimbursement Policy sets standards and guidelines for the reimbursement of expenses incurred by all individuals who conduct business on behalf of the Company. This policy applies to employees, consultants, contractors, and candidates for employment while working and traveling on authorized Company business. The intent of this policy is to set forth guidelines for approved business travel and reimbursement procedures for bona-fide business expenses, which are:

- Ordinary and necessary and incurred in the active conduct of the Company's business;
- Reasonable in nature; and
- Properly documented and authorized on a timely basis.

This policy attempts to be comprehensive, however, it is not possible to anticipate every situation that may be encountered by travelers. In situations not specifically addressed in this policy, the traveler is expected to obtain prior written approval from their local Vice President divisional leader, CFO or Vice President of Human Resources (the "Executives"). While the provisions under the policy may not always allow for the individual's personal preference, they are intended to support the most prudent business choice.

Review this policy carefully. Each individual engaging in business travel on behalf of the Company or submitting an Expense Report is responsible for understanding and complying with this Policy. Your misinterpretation of the Policy could negatively impact you if you incur expenses that are considered non-reimbursable.

**Documentation**

Any business travel involving flights, hotel, and transportation must be submitted through VVG's Global Business Travel (GBT) portal. For more information on how to access this portal, please defer to the standalone GBT Travel Program Scope Form. To comply with IRS regulations, all business expenses must be supported with adequate records; employees are responsible for keeping these records as expenses are incurred. Please defer to the Expense Reimbursement Procedure section of this policy, for more detailed information.

**Travel Administration**

The goal of centralizing business travel is to simplify booking and payment, improve reporting and ensure travel arrangements comply with these policies. The following travel policies will apply for items that have been directly paid for by the Company, as well as any travel that has been paid for by the traveler and submitted for reimbursement.

***Rental Cars***

Travelers may rent vehicles when other transportation, such as ride share service, is not available or when such use will result in savings of cost and time. A mid-size car rental may be used in most travel situations. A larger car should be used only, when necessary, as a result of multiple passengers or for other valid business purposes. However, any premium or luxury transportation booked through Uber or Lyft will not be permitted. Travelers are encouraged to seek the best rental rate available at the time of booking and whenever possible, travelers should share a rental car.

***Rental Car Refueling***

Only regular grade fuel is permitted, not premium grade fuel. Moreover, due to the excessive price per gallon of gasoline at car rental agencies, rental cars should be refilled prior to returning the car to the rental agency. Prepaid fuel service options are not reimbursable.

***Personal Vehicles & Mileage Reimbursement***

Use of personal vehicles for business travel is reimbursable at the current IRS standard mileage rate (If the individual currently receives an auto allowance, then local business travel is not reimbursable). This rate is intended to cover all costs for utilizing your personal vehicle. No reimbursement is made for gas purchases or repair costs. No mileage or toll charge reimbursement will be provided for your commute to the office.

The Company requires that personal vehicles used on company business be insured as required by law. Such insurance coverage and related premiums are each employee's responsibility. The Company may require you to provide proof of insurance and proof of a valid driver's license.

**TRANSPORTATION-RELATED EXPENSES*****Gasoline***

Gasoline expense for rental cars is reimbursable. Only regular grade fuel is permitted, not premium grade fuel. The Company will not reimburse gasoline expenses incurred while driving personal vehicles because the cost of gasoline is included in the mileage rate.

***Parking***

Parking will be reimbursed for a business-related purpose only, not personal. Necessary charges for parking are reimbursable, however, validations for parking must be obtained when appropriate. Leaving personal vehicles in overnight parking structures will not be reimbursed. Travelers are encouraged to seek the most economical parking choice when travelling for business.

***Valet Service***

Valet parking expenses will be reimbursed for employees who are required to attend business meetings, conferences, or events where valet parking is the only available option or the most convenient option. Reimbursement will be provided for reasonable valet parking expenses; this includes the cost of parking, gratuity, and any applicable taxes or fees. Employees must provide a detailed receipt for valet parking expenses.

Employees are encouraged to explore alternative parking options, such as self-parking, whenever feasible and cost-effective. Valet parking should only be used when necessary or when it provides a significant benefit in terms of convenience or safety.

***Shuttle Service***

The cost of shuttle service to and from airports, plus reasonable tips, is reimbursable.

***Taxi Service***

Taxi fares and rideshare apps, like Uber or Lyft, that include reasonable tips, are reimbursable when shuttle services or other means of transportation is not practical. Any premium or luxury transportation booked through rideshare apps, like Uber or Lyft will not be permitted.

***Tolls***

Necessary, reasonable tolls are reimbursed.

***Traffic Violation***

Traffic and parking violations received with rental or personal vehicles are not reimbursable.

**HOTEL*****Mandatory Requirement***

If you do not have a company issued credit card, a personal credit card is required for all business travel that involves a hotel stay. Personal credit cards are used for any incidental charges that may occur during your stay.



### *In-Room Phone Usage*

Reasonable in-room phone usage is acceptable and reimbursable in the event that there is an issue with your cell phone or when roaming charges may be applied to your cell phone. Moreover, use of in-room phone usage is only reimbursable if the individual is not currently receiving a cell phone allowance. Travelers should use good judgment in making calls in the least expensive way.

### *Miscellaneous Hotel Charges*

Video rentals, in-room mini bar, personal purchases from the hotel gift shop (excluding food and water) or other miscellaneous items, such as, expenses incurred for the purchase of forgotten personal products, are not reimbursable.

## **MEALS & INCIDENTALS**

### *Out-of-town Meals*

When traveling out-of-town, meals are covered by the Company per diem up to a maximum allowance of \$100.00 per day (i.e., Breakfast \$25, Lunch \$25, Dinner \$50). **Important note:** alcoholic beverages are not considered business reimbursable expenses. Employees traveling for business should ensure responsible spending and maintain a professional environment during business activities.

To comply with IRS regulations, all meal expenses must be supported with itemized receipts (to include details of items purchased and total cost) outlining each purchase made in the total transaction. Employees are responsible for keeping these records as expenses are incurred and uploading it to the Certify© portal. Please defer to the Expense Reimbursement Procedure section of this policy for more information.

**International Travelers:** For all international travelers, the Company will reimburse for foreign exchange rate fees as necessary.

### **Tips**

Anywhere in which tip is appropriate, up 18% tip of the total pre-tax amount is allowable.

### **Local Business Meals**

A local business meal is reimbursable if an employee establishes that the meal is directly related to the active conduct of Company business, and if the meal was approved, in advance, by the employees' manager. If the meal expense is incurred in connection with a substantial and bona fide business discussion, then the employee must substantiate the expense in Certify© by including a notation of where the activity took place, who was attending, and the business purpose. All local business meal expenses must be supported with itemized receipts outlining each purchase made in the total transaction.

## **ENTERTAINMENT**

Employees will not be reimbursed for entertaining clients, vendors, or other persons without the prior approval of an Executive Leader.

To be reimbursable, entertainment expenses must be essential to the transaction of Company business. The Internal Revenue Code requires that specific details showing names of guests and employees entertained, cost, date, place, business purpose, and the business relationship of the individual entertained be supplied with the receipt. In such situations, the most senior Company employee should incur the entertainment expense.

## **OTHER TRAVEL POLICIES**

### ***Personal Travel***

Travelers may combine personal travel with business travel as long as the business trip is valid and authorized. The basic rule is that the traveler pays any and all additional costs of the personal portion of the trip. Any costs associated with room upgrades to accommodate additional guests, additional meal expenses, etc., must be deducted from the business expenses. The traveler also has full responsibility and liability for any events that occur during personal portions of the trip.

## **SUMMARY OF EXPENSES THAT WILL NOT BE APPROVED**

- Alcoholic beverages.
- Hotel movies, video rentals and mini bar expenses.
- Purchases for equipment, software, etc., that have not been approved as required.
- Payment to a third party for services rendered.
- Purchase of insurance(s) for hotel, flight, and rental car.
- Personal entertainment.
- Haircuts, clothing, personal care items.
- Traffic, toll road, or parking fines.
- Costs incurred by failure to cancel reservations (hotel or transportation).

## **COMPANY ISSUED CREDIT CARDS**

Company-issued credit cards are to be used for purchases on behalf of the Company and for any travel expenses incurred while traveling on company business only. At no time may an employee use a Company credit card for purchases intended for personal use; such expenses will require that the Company be reimbursed and may lead to revocation of credit card privileges and other discipline. Credit card expenses require the same reimbursement documentation as other expenses.

## **EXPENSE REIMBURSEMENT PROCEDURE**

Expense reimbursements for travel and other business expenses are reimbursed by submitting an expense report in the Certify© portal to the Accounting & Finance Department within 30 days of the expense. Any expenses that are submitted for processing over thirty (30) days old are subject to rejection.

Employee expenses are processed twice a month; during the first (1st) week and on the fifteenth (15th). After an employee submits their expense report it flows to the employee's manager for approval. Once such approval is received, the report is forwarded to the Certify Administrator's portal for validation and payment processing. Approved and processed expense reports are paid, on average, within 24-48 business hours.

For timely processing, please ensure the following:

- All expense items have an original, itemized, legible, receipt attached.
- The total of your non-reimbursables should match your Company credit card statement. If these do not equal, your report will be returned to you.
- Ensure that you have submitted proper ACH forms with correct bank information. Inaccurate information can lead to processing delays.
- Missing receipts/expense information, or expenses not matching with attachments can lead to delays. Such occurrences may also trigger inquiries from the Certify Administrator.
- Please include what the expense was for, example, training, travel, etc.

**Mobile and Electronic Devices**

Excessive use of personal mobile or electronic devices (“mobile devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using mobile devices for personal purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the Company’s policy.

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of personal mobile devices brought into the workplace.

***Personal Use of Company-Provided Mobile Devices***

The Company may issue a Company-owned mobile device to an employee for work-related communications. These devices should be used in accordance with this policy. Employees will be held responsible for any charges incurred for an employee’s personal or unauthorized use of any Company-provided mobile devices.

***Recording Devices***

Employees are prohibited from taking photographs or making audio or video recordings at any time without the consent of the individual(s) involved. Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

***Safety Issues for Mobile Devices***

Employees are required to refrain from using mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any mobile device to write, send, or read any text-based message while driving, except through the use of hands-free voice command. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via mobile devices.

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

***Reimbursement***

The Company reimburses employees for business expenses reasonably incurred in performing their duties, including employees’ mandatory use of their personal mobile device. If your job requires you to use your personal

mobile device, such usage will generally be reimbursed at a reasonable rate. A Reimbursement Rate Sheet may be obtained from Human Resources and your manager. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact Human Resources. Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts, within thirty (30) days of the expense. It is the employee's responsibility to seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

### **Information Technology**

The following policy governs the use of all Company-owned computers, databases, and personal computers used for Company business, email and voice mail systems, and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company IT." Personal computers used for Company business include laptops, tablets, or home computers that are connected with the Company's network on a regular or intermittent basis. The Company invests in information technology to facilitate the business of the Company. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access Company IT in any manner that is contrary to this policy.

### ***Company Property***

All Company IT is the Company's property. All information that is temporarily or permanently stored, transmitted, or received with the aid of Company IT remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company IT may not be used in any manner that violates this policy.

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

### ***Prohibited Use Under Any Circumstances***

It is not possible to identify every type of inappropriate or impermissible use of Company IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, ethnicity, or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use Company IT in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from communicating threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees may not use Company IT in any manner that violates the Company's Code of Conduct.
- Employees may not use Company IT in any manner that violates the Protection of the Company's Trade-Secrets and Confidential Information policy.
- Employees may not use or allow another individual to use Company IT for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through Company IT, email, or the Internet without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games utilizing Company IT.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through Company IT.

### ***Prohibited Use During Working Time***

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

- Employees may not solicit personal business opportunities or conduct personal advertising through Company IT.

- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

### ***Unsolicited Email***

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use Company IT to transmit unsolicited commercial email:

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

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

### ***Monitoring***

Employees should expect that all information created, transmitted, downloaded, received, or stored in Company IT may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to the IT Manager. Changing passwords or creating new passwords without notifying the IT Manager is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and mobile devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

### ***System Integrity***

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

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

### ***Enforcement***

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

### ***Protection of the Company's Trade Secrets and Confidential Information***

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

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.



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

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

Employees must not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during the term of their employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company you prepare, use, or come in contact with remains the sole property of the Company and is not to be copied without written permission of the Company and is to be returned to the Company on termination of your employment, regardless of whether requested by the Company to do so at the time of your termination, or at the Company's request at any time.

### **Social Media**

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

The Company respects the rights of all employees to use social media.

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

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment, and retaliation; and (4) governing the use of Company IT.

Employees are prohibited from the following:

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

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or Human Resources.

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

Employees should know that the Company has the right to and will monitor the use of its information technology, telephone, and other equipment and

systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

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

**Unauthorized Interviews**

Employees should not speak to the media on the Company's behalf without contacting Human Resources or the Co-Presidents. All media inquiries should be directed to them.

**Changes in Personnel Records**

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

**Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources, including requests for references, should be directed to Human Resources. No employee information should be given by any other employee or manager to an outside source. The Company's policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held.

**Notice of Resignation**

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning Company property in your possession or for which you are responsible.

**Exit Interview**

Any employee leaving the Company may be requested to attend an exit interview conducted by the employee's supervisor or Human Resources. The purpose of the interview is to determine the reasons for separation and to resolve any questions of compensation, Company property, or other matters related to the separation.

**To Sum It All Up**

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Company, and we look forward to working with you.

Velocity Vehicle Group (“Company”) is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law.

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

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or 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) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee’s failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual’s appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual’s gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person’s characteristics such as pitch of voice, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine or a female is too masculine.

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, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

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

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

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

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

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

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately report it to your manager or supervisor or to Human Resources as follows:

- In person, at the Human Resources Department, 13181 Crossroads Parkway N., Suite 450, City of Industry, CA 91746; or
- By telephone, at (562) 447-1350; or
- By e-mail, at [hr@vvgtruck.com](mailto:hr@vvgtruck.com).

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention, so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

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

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

The California Department of Fair Employment and Housing provides free online training courses on preventing sexual harassment and abusive conduct in the workplace. The training can be accessed at <https://www.dfeh.ca.gov/shpt/>.

The California Department of Fair Employment and Housing may also investigate and process complaints of harassment. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay, and damages. The number is (800) 884-1684.

Your notification to the Company is essential to us. You may be assured that you will not be penalized in any way for reporting a harassment problem. It is unlawful for an employer to retaliate against employees who oppose the practices prohibited by the Fair Employment and Housing Act, or file complaints, or otherwise participate in an investigation, proceeding, or hearing conducted by the DFEH or FEHC. Similarly, the Company prohibits employees from hindering our own internal investigations and our internal complaint procedure.

If management finds that an employee has violated our Company policy, appropriate corrective action will be taken. Furthermore, as part of our attempt to remedy complainant's concerns, the complainant will be informed of remedial measures and disciplinary actions imposed against the violator.

We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take the necessary steps to correct the problem.



Velocity Vehicle Group (“Company”) is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including religious dress and grooming practices), religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender identity, sexual orientation, national origin, citizenship status, uniform service member status, pregnancy, age (40 and over), genetic information, disability (mental and physical), or any other category protected by applicable federal, state, or local law.

The Company’s policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all customers, vendors, and independent contractors (all of whom are designated for the terms of this policy as “Business Associates”). The Company prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as the Company’s Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its Business Associates from harassing our employees.

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

- Unwanted sexual advances or flirtation;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee’s failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual’s appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations; and
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement.
- Physical or verbal abuse concerning an individual’s gender identity; and
- Verbal abuse concerning a person’s characteristics such as pitch of voice, facial hair or the size or shape of a person’s body, including remarks regarding an individual’s masculinity or femininity.

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, insults, and any other offensive remarks based on a protected characteristic;

- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

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

**Prohibition Against Retaliation:** The Company is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

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

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices.

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

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately report it to your manager or supervisor or to Human Resources as follows:

- In person, at the Human Resources Department, 13181 Crossroads Parkway N., City of Industry, CA 91746; or
- By telephone, at (562) 447-1350; or
- By e-mail, at [hr@vvgtruck.com](mailto:hr@vvgtruck.com).

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention, so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

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

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

1. I and Velocity Vehicle Group (“the Company”) agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my application for employment and/or employment by the Company. Such disputes include, but are not limited to, claims under the California Private Attorneys General Act (“PAGA”) I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury. By signing below, I expressly waive the right to bring a class, collective, representative or PAGA claim (unless such waiver is prohibited by controlling law) seeking any relief on behalf of others.
2. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits or other forms of compensation under the California Workers’ Compensation Act, claims for benefits brought before the Employment Development Department, individual claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law, including but not limited to claims for sexual harassment and/or sexual assault brought under state or federal law unless I voluntarily elect to submit such claims to arbitration. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Civil Rights Department, or any local agency that allows me to file an administrative charge or complaint. Once the agency’s proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this Agreement.
3. My agreement to arbitrate claims against the Company includes claims I might bring against the Company’s parent, subsidiaries, affiliates, customers, or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiary, affiliated or client entities. I also agree to arbitrate claims pursuant to the terms of this Agreement against any person or entity I allege to be a joint employer with the Company as well as claims brought against staffing companies, employee leasing companies, professional employer organization or payroll processing vendors that the Company has utilized.
4. Both I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in my individual capacity or that of the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class or collective

action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis.

5. Both I and the Company agree that any claims under PAGA must be pursued in my individual capacity in arbitration. This agreement shall not be construed to allow or permit the consolidation or joinder of PAGA claims of other claimants. No arbitrator shall have the authority under this agreement to order any such collective action or joinder of claims. Any dispute regarding the validity, scope or enforceability of this provision, or concerning the arbitrability of a PAGA claim, shall be resolved by a court, not by the arbitrator. To the full extent permissible under the law, I agree to waive any substantive or procedural rights that I may have to bring or participate in a PAGA action brought on a collective or non-individual basis. I acknowledge that nothing herein precludes me from pursuing my individual PAGA claim in arbitration. I further acknowledge that upon my execution of this Agreement, I lack standing to pursue, litigate, or act as a representative for any non-individual PAGA claims in a court of law. If any term, provision, or portion of this paragraph is deemed invalid or unenforceable, it shall be severed and the remainder shall remain enforceable in arbitration.
6. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide written notice of such a claim to the Company's Human Resources at 13181 Crossroads Parkway N., City of Industry, CA 91746. I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present notice of any claim in arbitration before the statute of limitations expires for that type of claim. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, retired United States District Court Judge or Magistrate, or another qualified and impartial person that I and the Company decide upon, and shall be subject to disqualification on the same grounds as would apply to a judge in a court proceeding. In the event we cannot agree on the selection of an arbitrator I and the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.
7. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act ("FAA") because both I and

the Company are engaged in interstate commerce. To the extent they are not contrary to the FAA, the procedures of the California Arbitration Act (“Act”) shall also apply. The Act is found at California Code of Civil Procedure section 1280 and the following sections. Section 1283.05 and all of the Act’s other mandatory and permissive rights to discovery shall also apply, and the arbitrator shall have the same authority as a state or federal court would have to issue subpoenas to third parties for production of documents and for depositions, in addition to subpoenas to appear at any arbitration hearing. In any arbitration proceeding under this agreement, all California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed, unless I and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with California Civil Code Section 47(b). The arbitrator’s award(s) shall include the arbitrator’s written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to notions of “just cause”) other than such controlling law.

8. The Company will pay the arbitrator’s fees and other costs relating to the arbitration forum but I and the Company will be responsible for our own costs and for our attorneys’ fees should we choose to be represented by counsel, unless the arbitrator shifts one party’s costs and attorneys’ fees to the other party in accordance with applicable law. It is agreed that the Company shall not be responsible for paying the arbitrator’s fees and costs for the arbitration hearing sooner than 60 days before the commencement of the arbitration hearing.
9. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances shall this agreement be construed to allow the joinder of claims in arbitration or arbitration on a class, collective, representative or other similar basis, I acknowledge that this Agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.
10. I confirm that I have had time to read this agreement and ask the Company’s representative any questions I had about the agreement prior to signing this agreement.

1. I and Velocity Vehicle Group (“the Company”) agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my application for employment and/or employment by the Company. Such disputes include, but are not limited to, claims I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company, might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company, each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury. I understand that this mutual agreement to waive such rights constitutes sufficient consideration to enforce this Dispute Resolution Agreement.
2. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act, which are brought before the National Labor Relations Board, claims for medical and disability benefits or other forms of compensation under state workers’ compensation law, claims for unemployment insurance, or other claims that are not subject to arbitration under law, including but not limited to claims for sexual harassment and/or sexual assault brought under state or federal law unless I voluntarily elect to submit such claims to arbitration. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission or a similar state or local agency that allows me to file an administrative charge or complaint. Once the agency’s proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this agreement.
3. My agreement to arbitrate claims against the Company includes claims I might bring against the Company’s parent, subsidiaries, affiliates, customers, or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiaries, affiliates, customers, or client entities. I also agree to arbitrate claims against any person or entity I allege to be a joint employer with the Company.
4. Both I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in my individual capacity or that of the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class, representative, or collective action. No arbitrator shall have the authority under this agreement to order any such class, representative, or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class, representative or collective basis.

5. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide notice of such a claim to the Company's Human Resources Department at 13181 Crossroads Parkway N., City of Industry, CA 91746. I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present notice of any claim in arbitration before the statute of limitations expires for that type of claim.
6. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired state or federal court judge in the state in which the dispute arose, or another qualified and impartial person that I and the Company decide upon and shall be subject to disqualification on the same grounds as would apply to a judge in a court proceeding, including those listed under KRS 26A.015(2). In the event we cannot agree on the selection of an arbitrator, I and the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.
7. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the arbitration law of the state in which the dispute arose. The location of any such arbitration shall likewise be the city and state in which the dispute arose, unless I and the Company agree otherwise. In any arbitration proceeding under this agreement, all rules of pleading under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and all rights to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings shall apply and be observed unless I and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be privileged. The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.
8. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum, but I and the Company will be responsible for our own costs and for our attorneys' fees should we choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party, in accordance with applicable law. It is agreed that the Company shall not be responsible for paying the arbitrator's fees and costs for the arbitration hearing sooner than 60 days before the commencement of the arbitration hearing.



9. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances, shall this agreement be construed to allow arbitration on a class, collective, or other similar basis however.
  
10. I confirm that I have had time to read this agreement and ask the Company's representative any questions I had about the agreement prior to signing this agreement. I further confirm that I am signing this agreement voluntarily and not under any duress or threat of negative consequences for not signing the agreement.

1. I and Velocity Vehicle Group (“the Company”) agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my application for employment and/or employment by the Company. Such disputes include, but are not limited to, claims I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury.
2. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act, which are brought before the National Labor Relations Board, claims for medical and disability benefits or other forms of compensation under state workers’ compensation law, claims for unemployment insurance, or other claims that are not subject to arbitration under law, including but not limited to claims for sexual harassment and/or sexual assault brought under state or federal law unless I voluntarily elect to submit such claims to arbitration. Moreover, nothing herein shall prevent me from filing a charge or complaint with the The United States Equal Employment Opportunity Commission or a similar state or local agency that allows me to file an administrative charge or complaint. Once the agency’s proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this Agreement.
3. My agreement to arbitrate claims against the Company includes claims I might bring against the Company’s parent, subsidiaries, affiliates, customers, or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiaries, affiliates, customers or client entities. I also agree to arbitrate claims against any person or entity I allege to be a joint employer with the Company.
4. Both I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in my individual capacity or that of the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class, representative, or collective action. No arbitrator shall have the authority under this agreement to order any such class, representative, or collective action. Any dispute regarding the validity, scope, or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class, representative, or collective basis.

5. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide written notice of such a claim to the Company's Human Resources Department at 13181 Crossroads Parkway N., City of Industry, CA 91746. I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present notice of any claim in arbitration before the statute of limitations expires for that type of claim.
6. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired state or federal court judge in the state in which the dispute arose, or another qualified and impartial person that I and the Company decide upon, and shall be subject to disqualification on the same grounds as would apply to a judge in a court proceeding. In the event we cannot agree on the selection of an arbitrator, I and the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.
7. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the arbitration law of the state in which the dispute arose. In any arbitration proceeding under this agreement, all rules of pleading under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and all rights to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings shall apply and be observed unless I and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be privileged. The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.
8. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum, but I and the Company will be responsible for our own costs and for our attorneys' fees should we choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party, in accordance with applicable law. It is agreed that the Company shall not be responsible for paying the arbitrator's fees and costs for the arbitration hearing sooner than 60 days before the commencement of the arbitration hearing.

9. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances, shall this agreement be construed to allow arbitration on a class, collective, or other similar basis, however.
  
10. I confirm that I have had time to read this agreement and ask the Company's representative any questions I had about the agreement prior to signing this agreement. I further confirm that I am signing this agreement voluntarily and not under any duress or threat of negative consequences for not signing the agreement.

**Introduction**

This addendum is applicable only to employees working in the state of Alabama and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum.

This state addendum is to be read in connection with the Velocity Vehicle Group (“the Company”) Employee Handbook. Together, the Employee Handbook and the Alabama Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the Alabama Addendum, please do not hesitate to discuss your questions with Human Resources.

**Alabama Policies****Civic Duties**

**Jury Duty:** If you receive a call to jury duty, please notify Human Resources immediately and provide a copy of the summons to your manager so that we can plan our work with as little disruption as possible. Full-time employees who are summoned for jury duty are paid their usual compensation. All other employees are granted unpaid leave to serve.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if necessary.

**Witness Leave:** Employees are given the necessary unpaid leave to attend or participate in a court proceeding in accordance with state law.

**Voting:** Our Company believes that every employee should have the opportunity to vote in any state, federal or municipal election, general primary or special primary. Any employee whose work schedule does not provide them with at least two (2) hours after the opening of the polls or at least one (1) hour prior to the closing of the polls to vote may have up to one (1) hour of unpaid leave to vote. The Company may select the hours you are excused to vote. Please notify Human Resources of the need for voting leave as soon as possible.

Neither the Company nor any official or manager of the Company will attempt to influence the vote of any employee or otherwise intimidate any employee about the employee’s vote and will not ask to see an employee’s ballot. Upon returning from leave, the Company may require you to provide proof of having voted, such as a voting sticker.

**Election Official Leave:** Employees who serve as precinct election officials are granted unpaid leave on Election Day. Employees needing leave must provide the Company with at least seven (7) days advance notice. The Company may require documentation substantiating the need for leave.

**Volunteer Emergency Worker Leave**

Employees who serve as unpaid volunteer emergency workers will be provided with unpaid leave when necessary to respond to an emergency call received prior to their shift. For purposes of this leave, "volunteer emergency worker" means a volunteer firefighter, emergency medical technician, rescue squad member, volunteer deputy, or a ham radio operator conducting storm spotter operations for an emergency management association.

Employees must make reasonable efforts to notify the Company of their service and continue to keep the Company informed during the course of their absence. The Company may request documentation supporting the need for leave.

**Civil Air Patrol Leave**

An employee who is an active member of the Alabama National Guard, Naval Militia, the Alabama State Guard, the Civil Air Patrol, the National Disaster Medical System, or any other reserve component of the Armed Forces or Uniformed Services of the United States will receive up to one hundred and sixty-eight (168) hours of paid leave per calendar year to engage in the field, coast defense or other training or service ordered as provided under state or federal law. Employees will not be paid for more than one hundred and sixty-eight (168) hours at any one time while called by the Governor to duty in the active services to the state. The Company may require documentation supporting the need for leave.

Upon return from leave, the Company will restore the employee to their position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy.

**Victims of Crime Leave**

The Company will grant reasonable and necessary unpaid leave from work to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the Company reasonable notice that leave under this policy is required.

**No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Company machinery, equipment or vehicles for work-related purposes, or while engaged in Company business off premises is forbidden, except where expressly authorized by the Company and permitted by state and local laws. This policy applies to all employees including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your supervisor immediately. Violations of this policy will result in disciplinary action, up to and including termination.

**Wage Disclosure**

The Company does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing the employee's wages or the wages of another employee. The Company does not require nondisclosure of an employee's wages as a condition of employment and will not require an employee to sign any contract, waiver or document to the contrary.

Further, the Company will not take an adverse action or retaliate against an employee discussing their wages or for aiding or encouraging any employee in the exercise of their rights. The Company will not prohibit an employee from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy will be construed to permit an employee whose job responsibilities require or allow access to other employees' wage or salary information from disclosing that information, unless the person is under a legal obligation to furnish the information and/or has obtained written consent from the employee whose information is requested or sought. Additionally, nothing in this policy requires the Company or an employee to disclose their wages in response to an inquiry by another employee.

**Military Leave**

Members of the Alabama National Guard, Naval Militia, Alabama State Guard organized in lieu of the National Guard, the National Disaster Medical System, the Civil Air Patrol or the U.S. reserves will be provided with military leave on all days that they are engaged in field or coast defense or other training or service ordered under the National Defense Act or of the federal laws governing the U.S. reserves. Upon return to work, an employee will be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Employees requesting time off must notify their supervisor as soon as possible after learning the intended dates upon which such leave will begin and end. Employees may but are not required to use accrued paid time off to run concurrent with leave under this policy.

Exempt employees may be provided time off with pay for any of the above leaves when necessary to comply with state and federal wage and hour laws.

**Smoking in the Workplace**

Use of tobacco in any form is permitted only in designated outdoor places at Company facilities. Smoking is prohibited by law in any area where paint or other flammable materials may be present. This policy also applies to electronic cigarettes, also known as e-cigarettes, e-cigs, e-smoke, digital cigarettes, alternative cigarettes and "vaping." In cases of excessive time spent smoking, supervisors may restrict or curtail smoking privileges during the workday.

## **Introduction**

This addendum is applicable only to employees working in the state of Arizona and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum. This state addendum is to be read in connection with Velocity Vehicle Group (“Company”) Employee Handbook. Together, the Employee Handbook and the Arizona Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the Arizona Addendum, please do not hesitate to discuss your questions with Human Resources.

## **Arizona Policies**

### **Equal Employment Opportunity Policy**

In addition to the protected statuses listed in the Company Handbook and in accordance with Arizona law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to race, color, religion, gender (sex), gender identity, gender expression, sexual orientation, marital status, ancestry, national origin, citizenship status, familial status, pregnancy, age (40 and over), protected medical condition, genetic test results, genetic information, AIDS/HIV status, status as a cardholder for medicinal marijuana, disability, membership in the National Guard and/or in the military forces, military Veteran status, or any other protected status in accordance with all applicable federal, state, and local laws.

### **Policy Against Unlawful Harassment, Discrimination, and Retaliation**

In addition to the protected statuses listed in the Company Handbook and in accordance with Arizona law, the Company strictly prohibits all forms of unlawful discrimination, harassment, and/or retaliation on the basis of race, color, religion, gender (sex), gender identity, gender expression, sexual orientation, marital status, ancestry, national origin, citizenship status, familial status, pregnancy, age (40 and over), protected medical condition, genetic test results, genetic information, AIDS/HIV status, status as a cardholder for medicinal marijuana, disability, membership in the National Guard and/or in the military forces, military Veteran status, or any other protected status in accordance with all applicable federal, state, and local laws.

### **Paid Sick Leave**

Pursuant to the Fair Wages and Healthy Families Act, A.R.S. § 23-371 et seq, the Company provides paid sick leave benefits to all employees working in The State of Arizona.

Consult Human Resources for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.



**Accrual and Carryover**

Paid Sick Leave pursuant to this policy shall be accrued on a calendar year basis of January 1 to December 31 (hereinafter the "Paid Sick Leave Year"). The Company provides all earned Paid Sick Leave that an employee is expected to accrue in a year at the beginning of the Paid Sick Leave Year. Accordingly, on January 1 of each year, employees are awarded 40 hours of Paid Sick Leave. Employees who commence employment part way through the Paid Sick Leave Year will receive a pro-rated amount of Paid Sick Leave equal to the amount of leave they are expected to accrue between their start date and the end of the Paid Sick Leave Year based on their anticipated work schedule. To the extent an employee accrues more Paid Sick Leave prior to the end of the Paid Sick Leave Year than was originally allotted, this additional Paid Sick Leave will be immediately provided to the employee. Provided, however, that no employee shall be entitled to accrue or use more than 40 hours of Paid Sick Leave per Paid Sick Leave Year.

Employees who are exempt from the overtime requirements under the Fair Labor Standards Act of 1938 are assumed to work 40 hours in each work week for purposes of earned Paid Sick Leave accrual.

Up to 40 hours of accrued but unused Paid Sick Leave may be carried over from one calendar year to the next. For example, if an employee took no Paid Sick Leave and accrued 40 hours in 2019, and once again took no Paid Sick Leave time and accrued 40 additional Paid Sick Leave hours in 2020 (for a total of 80 hours), the employee would only be permitted to carry over 40 hours of Paid Sick Leave into 2022. The balance of the unused 40 hours of Paid Sick Leave would be forfeited as of midnight December 31, 2020. As otherwise stated herein, employees shall not be entitled to accrue or use more than 40 hours of earned Paid Sick Leave per year.

Although employees will immediately be awarded paid sick leave benefits under this policy, they will be ineligible to use earned accrued paid sick time until on or after their ninetieth calendar day of employment with the Company. After successfully completing 90 days of employment, employees may begin to use paid sick leave as it is accrued.

Accrued but unused sick leave will not be paid upon separation from employment. Paid sick leave may not be gifted to other employees and may not be taken as vacation. To the extent permissible by law, paid sick time will run concurrently with other types of leave under applicable federal, state, or local law, such as leave taken under the FMLA. Please consult Human Resources for more information.

**Covered Usage**

All employees of the Company are eligible to use their accrued earned sick leave in accordance with the following usage guidelines. However, in no event shall any employee be entitled to use more than 40 hours of paid sick leave in a Paid Sick Leave Year. Employees must use paid sick leave in increments of no less than one (one) hour.

For purposes of this policy, “family member” includes a spouse or registered domestic partner; a child of the employee or the employee’s spouse or domestic partner (regardless of the child’s age), including a biological, adopted, step- or foster child, or legal ward, or a person to whom the employee or the employee’s spouse or domestic partner stands, or stood, in loco parentis; a parent of the employee or the employee’s spouse or domestic partner, including a biological, foster, step- or adoptive parent or legal guardian; a grandparent, grandchild, or sibling of the employee or the employee’s spouse or domestic partner; or any blood relative or person of such affinity or close association as to be the equivalent of a family member.

Paid sick leave under this policy may be taken for the following purposes:

1. An employee’s mental or physical illness, injury or health condition; an employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; the employee’s need for preventative medical care;
2. Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a family member who needs preventive medical care;
3. Closure of the employee’s place of business by order of a public official due to a public health emergency or an employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee’s or family member’s presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or his/her family member has actually contracted the communicable disease; OR
4. Absence necessary due to domestic violence, sexual violence, abuse or stalking, if the leave is in order to allow the employee to obtain for him/herself or for a family member:
  - a) medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
  - b) services from a domestic violence or sexual violence program or victim services organization;
  - c) psychological or other counseling;
  - d) relocation or taking steps to secure an existing home due to domestic violence, sexual violence abuse or stalking; or
  - e) legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse, or stalking.

Paid Sick Leave may not be used for any other purpose, such as vacation.

In the event of a condition triggering the use of paid sick leave pursuant to this policy, employees must notify their supervisor orally, in writing, or

by electronic means in advance of the need for requested leave. In the event the request for leave is foreseeable, the Company requests that to the extent possible, employees schedule the need for leave at least seven (7) calendar days in advance of the need to take paid sick leave or as soon as possible after the employee becomes aware of the need for paid sick leave. Employees are expected to make reasonable efforts to schedule the foreseeable use of paid sick time in a manner that does not unduly disrupt the operations of the Company. In the event an employee's use of paid sick leave is unforeseeable, an employee should, if possible, contact their manager as soon as possible, preferably no later than one (1) hour before their scheduled start time, or, barring extenuating circumstances, the employee may not receive sick pay for that day.

When possible, employees are required to provide the expected duration of the absence. If an employee takes three (3) or more consecutive days of paid sick leave, the employee may be required to provide reasonable documentation certifying the need for paid sick leave.

To the extent permissible by law, paid sick time will run concurrently with other types of leave under applicable federal, state, or local law, such as leave taken under the FMLA.

### **Transfer or Re-Employment**

Employees who are transferred to a separate division, entity, or location, but remain employed by the Company in the State of Arizona shall retain all earned paid sick leave under this policy. Employees who are separated from employment and are rehired within nine (9) months of separation will be entitled to reinstatement of previously earned but unused paid sick leave and are immediately eligible to begin using accrued but unused paid sick leave in accordance with the usage, accrual, and carryover restrictions set forth in this policy.

### **Retaliation Prohibited**

The Company encourages employees to take time off under this policy and prohibits interference with any rights under this policy or retaliation against an employee for taking time off under this policy. It is against Company policy for any supervisor or other Company employee to interfere with, restrain, or deny the exercise of, or the attempt to exercise, the use of paid sick leave. If any employee has not received the paid sick leave they are entitled to, the Company will take prompt corrective action. The Company will not retaliate against anyone for requesting or using paid sick leave or for reporting paid sick leave questions, concerns, or information. We encourage and require employees to communicate their concerns about the Arizona minimum wage and/or paid sick leave issues to Human Resources so that the Company can properly address such matters as quickly as possible.

Absences from work resulting from the use of paid sick leave under this policy will not result in discipline, discharge, demotion, suspension or any other adverse employment action. However, providing knowingly false or misleading information or omitting material information in connection with paid sick leave will result in disciplinary action, up to and including immediate termination.

For more information regarding this policy or to report any concerns or issues regarding this policy, employees should contact Human Resources.

### **Civic Duties**

The Company encourages each of you to accept your civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

**Jury Duty:** If you receive a call to jury duty, please notify your supervisor immediately so he/she may plan the department's work with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid. Exempt employees will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law. Jury duty pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week(s) in which the jury duty occurs.

Employees will not be required to use any accrued vacation or sick leave for time spent responding to a summons for jury duty, participating in the jury selection process, or actually serving on a jury. Employees will not lose seniority or precedence while absent from employment due to serving on a jury. Upon return to employment, the employee will be returned to the employee's previous position, or to a higher position commensurate with the employee's ability and experience as seniority or precedence would ordinarily entitle the employee.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

**Witness Duty:** If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

**Voting:** When employees do not have three (3) hours before or after work in which to vote, the Company provides up to three hours paid leave to vote. Employees requesting leave under this policy are required to notify Human Resources as soon as possible, and no later than the last day before the day of the election. The Company, in its sole discretion, may specify any time period, during which the polls are open, for the employee to leave work in order to vote. As soon as possible upon return from voting leave, employees are required to present a voter's receipt to their supervisor.

### **Leave for Crime Victims**

The Company provides reasonable and necessary unpaid leave for employees who are victims of a crime to exercise their rights to be present at a proceeding pertaining to the crime or to obtain or attempt to obtain an order of protection, an injunction against harassment, or any other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child. The Company also provides reasonable and necessary leave from work to employees who

are victims of a juvenile offense to exercise their rights to be present at a proceeding pertaining to the juvenile offense.

Prior to taking leave under this policy, eligible employees are required to provide the Company with as much advanced notice as possible of the need for leave, including a copy of the form provided to the employee by the law-enforcement agency pursuant to Section 13-4405 of the Arizona Revised Statutes and if applicable, notice of each scheduled proceeding. However, the Company may limit the leave provided under this policy if the employee's leave creates an undue hardship to the Company's business.

Employees seeking leave under this policy may elect to use accrued paid time off.

The Company will take all reasonable steps to maintain the confidentiality of information provided to the Company in connection with a leave request under this policy, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law. If you have any questions regarding this leave, please contact your manager or Human Resources.

### **Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. Unless otherwise required by state or federal law, time spent on military leave of absence will be unpaid.

Employees will not be required to use any accrued vacation or sick leave for time spent on a military leave of absence, except the Company will not consider the period of the military leave of absence as a period of work in determining eligibility for and the amount of vacation or sick leave to which the employee is entitled. Employees will not lose seniority or precedence while absent from employment due to a military leave of absence. Upon return to employment, the employee will be returned to the employee's previous position or to a higher position commensurate with the employee's ability and experience as seniority or precedence would ordinarily entitle the employee.

### **Alcohol and Drug Policy Philosophy**

The Company is committed to providing a safe, healthy, and productive work environment free from the influence of alcohol and drugs. The Company is implementing this drug and alcohol policy to help meet these goals, and the drug/alcohol policy is effective immediately.

In addition to the provisions of the Alcohol and Drug Policy in the Company's Employee Handbook, please note that although the state has legalized the medicinal use of marijuana, the Company does not permit the medicinal use of marijuana in the workplace. Use of marijuana on Company property or

while engaged in work-related activities is strictly prohibited and may result in discipline, up to and including immediate discharge.

Compliance with this policy is a condition of continued employment. This policy applies to all employees and prospective employees of the Company. Please direct any questions or comments to the Safety Department and/or Human Resources.

This policy may be modified by the Company at its discretion at any time. It is not a contract of continued employment and does not change existing at-will relationships between the Company and its employees. Employees must comply with this policy as a condition of continued employment.  
Employee Rights and Responsibilities

### **Work Rules**

Whenever employees are present on Company premises, working at a client site, or operating Company vehicles, machinery, or property, they are prohibited from:

- using, possessing, manufacturing, selling, transferring, purchasing, or distributing illegal drugs (or attempting such conduct);
- being under the influence of alcohol or illegal drugs;
- possessing or consuming alcohol; and
- selling or transferring prescription drugs or other medications.

Employees engaging in any of the foregoing activities may adversely affect the safety of themselves, other employees, clients, or the general public. Violations of these rules will lead to disciplinary action, up to and including termination, in accordance with this policy.

### **Prescription and Other Medications**

This policy does not prohibit the lawful use and possession of prescribed medications. Provided, however, that such use does not impair an individual's ability to perform his/her job. An employee must consult with his or her doctor about a medication's effect on fitness for duty and ability to work safely. An employee must promptly disclose to his or her supervisor any negative effects or restrictions on his or her ability to work associated with prescription or over-the-counter medications.

### **Responsibility to Report Coworkers**

It shall be the responsibility of each employee to bring to a supervisor's attention knowledge of any other employee who:

- poses a hazard to the safety and welfare of others; or
- is in an impaired condition and is unable to perform his or her assigned job duties;
- is selling, transferring, or possessing alcohol or an illegal drug while working or otherwise on Company premises.

**Alcohol and Drug Testing Required Testing**

All employees may be tested for alcohol and illegal drugs for any job-related purpose consistent with business necessity, including:

- Investigation of possible individual employee impairment;
- Investigations of accidents and/or injuries. Employees may be required to undergo drug or alcohol impairment testing as soon as practicable after they cause, contribute to, or are involved in any way in an accident or injury of any person or involving Company equipment;
- Maintenance of safety for employees, customers, clients, and the general public when a prospective employee is applying for (or an employee is working in) a job classification which has been designated by the Company as "safety sensitive" for purposes of this policy;
- Maintenance of productivity, quality of products, or services or security of property or information;
- Reasonable suspicion that an employee may be affected by the use of drugs or alcohol and that the use may adversely affect the job performance or the work environment;
- Follow-up testing if the employee is found to have breached the provisions of this policy but has been permitted to remain employed. The duration and extent of follow-up testing will be at the sole discretion of the Company, for a period of up to 2 years; and
- Employees or groups of employees may be required to undergo drug testing on a random or chance basis.

Cooperation with drug and alcohol screening is required as a condition of employment. Refusal to cooperate with testing and failure to provide a specimen are grounds for immediate termination. All compensated employees including officers, directors, and supervisors are uniformly included in the testing policy.

For job-related purposes, and consistent with business necessity, prospective employees may be subjected to drug testing as described above.

**Collection and Testing Procedures**

Individuals subject to testing may be required to provide reliable identification to the person collecting the sample. Any specimens taken from an employee will be labeled to reasonably preclude misidentification. Sample collection, storage and transportation to the place of testing shall be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration, or misidentification. Sample testing will comply with scientifically accepted analytical methods and procedures and will be conducted at a laboratory approved or certified by the U.S. Department of Health and Human Services, the College of American Pathologists, or the Arizona Department of Health Services.

Any positive drug test will be confirmed by a second confirmatory drug test which shall be by use of a different chemical process than was used in the initial drug screen. The second confirmatory drug test shall employ a chromatographic technique such as gas chromatography-mass spectrometry or another comparably reliable analytical method.

**Testing and Employee Rights**

Testing will occur during or immediately before or after a regular work period. The testing shall be deemed work time for purposes of compensation and benefits for employees, and the Company will pay for the test and an employee's reasonable transportation costs if any. At its sole discretion, the Company may elect to pay the costs for drug testing of prospective employees.

Employees will be given an opportunity to provide any information that may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information. Employees are entitled, upon request, to obtain written copies of their test results. Employees are also entitled, upon request, to explain a positive test result in a confidential setting.

**Consequences**

Employees who refuse to cooperate in required drug or alcohol tests, or who test positive for illegal drugs or alcohol, or who use, possess, buy, sell, manufacture, or dispense illegal drugs in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

The Company may refuse to hire or implement other disciplinary action, against prospective employees who refuse to cooperate in required drug testing or who test positive for, use, possess, buy, sell, manufacture, or dispense illegal drugs in violation of this policy.

**Confidentiality**

Information and records relating to test results, drug and alcohol dependencies, and legitimate medical explanations provided by an employee will be kept confidential and maintained in secure files separate from normal personnel files. Such confidential records and information may be disclosed only to (1) individuals designated by the Company to receive and evaluate test results or hear the explanation of the employee; (2) an arbitrator or mediator, court, or governmental or licensing agency as authorized by state or federal law; and (3) the tested employee or any other person designated in writing by the employee.

**“Safety-Sensitive” Positions**

The Company is committed to providing a workplace that is safe for its employees, customers, clients, and the general public. Accordingly, employees engaged in the current use of any drug that could cause an impairment or otherwise decrease or lessen the employee's job performance or ability to perform the employee's job duties are prohibited from performing any “Safety-Sensitive” position within the Company. This prohibition applies regardless of whether the drug is legal or has been prescribed by a physician or other healthcare provider. For purposes of this policy, “Safety-Sensitive” positions include, but are not limited to:

- operating a motor vehicle, other vehicle, equipment, machinery or power tools;



- repairing, maintaining, or monitoring the performance or operation of any equipment, machinery, or manufacturing process, the malfunction or disruption of which could result in injury or property damage;
- performing duties in the residential or commercial premises of a customer, supplier, or vendor;
- preparing or handling food or medicine;
- working in any occupation regulated pursuant to Title 32 of the Arizona Revised Statutes; and/or
- any other position designated by the Company that includes tasks or duties that the Company, in good faith, believes could affect the safety or health of the employee performing the task.

### **Inspections**

The Company reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contractor employees, and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal drugs, alcohol, or other contraband. Employees who possess contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

### **Returning/Continuing to Work:**

Employees who test positive, admit to improper drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, may not return to work or continue working until they have been evaluated by a Company selected physician to determine if they can safely return to work.

### **Smoking**

The Smoke-Free Arizona Act, A.R.S. § 36.601.01 prohibits smoking in all places of employment. The Smoke-Free Arizona Act specifically prohibits smoking in all work buildings and work vehicles and within 20 feet in any direction from any doors, windows, and/or ventilation systems of any buildings. The Company prohibits smoking in all areas except those that have been specifically designated as smoking areas. This policy expressly extends to the use of electronic cigarettes (“e-cigs”) or similar items (vaporizers, etc.).

### **Payroll Records**

Upon request, employees or their designee may inspect and obtain copies of their own payroll records. Inspections will be held on Company premises in the presence of a Company official. Please contact Human Resources to arrange a time to view these records.

### **Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Company machinery, equipment or vehicles for work-related purposes, or while engaged in Company business off-premises is forbidden except where expressly authorized by the Company and permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm. Provided, however, that, in accordance with Ariz. Rev. Stat. § 12-781, this provision does not apply to

firearms that are being lawfully transported or stored both: (1) in the employee's locked and privately owned motor vehicle (or in a locked compartment on the employee's privately owned motorcycle); and (2) in a manner so that the firearm is not visible to the outside of the motor vehicle (or motorcycle).

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations immediately to their manager or to Human Resources.

Exempt employees may be provided time off with pay for any of the above described leaves when necessary to comply with state and federal wage and hour laws.

**Introduction**

This addendum is applicable only to employees working in the state of Kentucky and amends only those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum.

This state Addendum is to be read in connection with the Velocity Vehicle Group (“Company”) Employee Handbook. Together, the Employee Handbook and the Kentucky Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the Kentucky Addendum, please do not hesitate to discuss your questions with Human Resources.

**Kentucky Policies****Equal Employment Opportunity Policy**

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with Kentucky law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to status as a smoker or nonsmoker, AIDS and/or HIV-status (unless absence of the virus is a bona fide occupational qualification), Kentucky National Guard or active militia membership, or any other protected status in accordance with applicable federal, state, or local laws.

**Policy Against Unlawful Harassment, Discrimination, and Retaliation**

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with Kentucky law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment on the basis of status as a smoker or nonsmoker, AIDS and/or HIV-status (unless absence of the virus is a bona fide occupational qualification), Kentucky National Guard or active militia membership, or any other protected status in accordance with applicable federal, state, or local laws.

**Meal Periods**

The Company provides all full-time non-managerial and other non-exempt employees with a thirty (30) minute duty-free meal period, which should be taken between the third and fifth hour of work. During their meal periods, employees are completely relieved of their job responsibilities and employees are required to clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day.

The Company’s policy is to relieve employees of job responsibilities and duties during their meal periods, with employees being at liberty to use the meal period time as they wish. The Company schedules work assignments with the expectation that employees will take their duty-free meal periods, and we encourage you to do so. At no time may employees perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working

during meal periods. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

**Rest Periods**

The Company provides all full-time non-managerial and other non-exempt employees with the opportunity to take a ten (10) minute rest period for every four (4) hours worked, which should be taken so far as practicable in the middle of each work period. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. Rest periods may not be waived to shorten your workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all of their rest periods during the pertinent pay period.

**Civic Duties**

**Jury Duty:** If you receive a call to jury duty, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible.

Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

**Court Attendance and Witness Leave:** The Company provides reasonable and necessary unpaid leave to employees who are subpoenaed to attend or participate in court proceedings. Employees who receive a subpoena or summons to appear in court should notify Human Resources immediately so that the Company may plan the department's work with as little disruption as possible.

**Voting:** In circumstances where employees' work schedule makes it impracticable to vote before or after work, the Company will provide a reasonable amount of unpaid time off during scheduled work time, up to four (4) hours, for employees to vote. Employees who need time off to vote should notify Human Resources prior to Election Day. The Company reserves the right in its sole discretion to specify any time period during which the polls are open, for employees to leave work to vote.

Election Officer Leave: The Company provides unpaid leave to employees serving as election officers training or to serve on an election day. Proper documentation of the appointment and the dates of the required service must be furnished to Human Resources by the requesting employee at least seven (7) days before the expected absence.

### **Unpaid Adoption Leave**

The Company provides employees who do not otherwise qualify for adoption leave under the provisions of the FMLA with unpaid leave of up to six (6) weeks for the reception of an adopted child under the age of ten (10). Employees requesting leave under this policy should submit their request in writing and should speak directly with Human Resources for further information.

### **Military Leave**

The Company provides military leave to regular, full-time employees and complies with Kentucky law with respect to job reinstatement. The employee must notify his or General Manager immediately upon being called to active duty. Notice should include anticipated duration of service and when the employee expects to return to work, if this information is available. The employee is entitled to return to the same job unless the Company's circumstances have changed so much that reinstatement is impossible.

### **Disaster and Emergency Services Leave**

The Company provides employees who are volunteer firefighters, rescue squad members, emergency medical technicians, peace officers, or members of emergency management agencies ("emergency service personnel") reasonable and necessary unpaid leave to respond to emergencies consistent with state and federal law.

An employee who takes leave under this policy should provide the Company with a written statement from the supervisor of the employee's department, squad, or agency stating that the employee responded to an emergency and listing the time and date of the emergency.

Additionally, the Company provides employees who are injured while acting as emergency service personnel up to twelve (12) months of unpaid leave to recover from such injury consistent with state and federal law. Such leave may run concurrently with the Family and Medical Leave Act and/or any other leave where permitted by state and federal law. Employees taking such leave must provide appropriate documentation, including:

- A written statement from the supervisor, acting supervisor, or director of the volunteer fire department, rescue squad, emergency medical services agency, law enforcement agency, or emergency management agency under whose command the employee was on active duty and on assignment with when the injury occurred; and
- A written statement from a licensed and practicing physician stating that the employee is injured and the anticipated date for the employee's return to work.

For more information regarding this leave, please contact Human Resources. Kentucky Pregnant Workers' Act.

To assist our employees who are or who become disabled, or experience limitations related to pregnancy, childbirth, or a related medical condition, the Company will make reasonable accommodations as to enable such employees to continue performing the essential functions of their jobs or to enable them to enjoy all the benefits of employment. The specific accommodation offered will depend on the specific facts and circumstances of the employee's job and any actual limitations. Possible accommodations include, but are not limited to modification of job duties to comply with medical requirements or restrictions, modification of policies and procedures, leaves of absence for a definite duration or reduced schedules for a finite duration. Transfer to a vacant position for which the employee is qualified also may be appropriate, depending upon specific facts and circumstances of individual situations. For individuals needing an accommodation for limitations related to pregnancy, childbirth, or related medical conditions, accommodations may include, but are not limited to more frequent or longer breaks; time off to recover from childbirth, acquisition or modification of equipment; appropriate seating; temporary transfer to a less strenuous or less hazardous position; job restructuring; light duty; modified schedule; or private space that is not a bathroom for expressing breast milk. Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, where placing an individual in a position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place the employee in a particular position. If you need to request a reasonable accommodation because of a disability or on-the-job injury, please contact Human Resources. The Company will discuss the matter with you and attempt to reasonably accommodate you.

You have the right to request, and the Company will provide, accommodations required for employees to express breast milk as necessary. Employees should notify their manager or General Manager to request accommodations to express breast milk under this policy. The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid. The Company will provide employees needing to express breast milk with a room or place, other than a restroom, to express breast milk in private.

### **Workplace Violence Policy**

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

We do not allow fighting, threatening words, or conduct. No employee may commit or threaten to commit any violent act against a co-worker, applicant, customer, or vendor. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence by a co-worker, customer or vendor, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor, the Safety Department and/or Human Resources as soon as possible.

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

Possession, use, or sale of weapons, firearms, or explosives on work premises, while operating Company machinery, equipment, or vehicles for work-related purposes or while engaged in Company business off-premises is forbidden except where expressly authorized by the Company and permitted under state or local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to the Safety Department and/or Human Resources.

### **Expense Reimbursement**

The Company reimburses employees for business expenses reasonably incurred in performing their duties. Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the employee's responsibility to seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

Exempt employees may be provided time off with pay for any of the above described leaves when necessary to comply with state and federal wage and hour laws.

**Introduction**

This addendum is applicable only to employees working in the state of Nevada and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum. This state addendum is to be read in connection with the Vehicle Velocity Group (“Company”) Employee Handbook. Together, the Employee Handbook and the Nevada Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the Nevada Addendum, please do not hesitate to discuss your questions with Human Resources.

**Nevada Policies****Equal Employment Opportunity Policy**

In addition to the protected statuses listed in the Company’s Employee Handbook, and in accordance with Nevada law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to gender (including gender identity or expression), sexual orientation, sex (including pregnancy, childbirth, or a related medical condition); nursing mothers; victims of domestic violence; disability (including human immunodeficiency virus and including the use of an aid, appliance, or service animal) or any other protected status in accordance with applicable federal, state, or local laws.

**Reasonable Accommodations**

In addition to those categories listed in the Company’s Employee Handbook, and in accordance with Nevada law, the Company will provide a reasonable accommodation for any known employees’ disability; religion, pregnancy, childbirth, or a related medical condition; victims of domestic violence; and nursing mothers; provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify Human Resources in accordance with the policy listed in the Company’s Employee Handbook. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

**Policy Against Unlawful Harassment, Discrimination, and Retaliation**

In addition to the protected statuses listed in the Company’s Employee Handbook, and in accordance with Nevada law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment based on gender (including gender identity or expression), sexual orientation; sex (including pregnancy, childbirth, or a related medical condition); nursing mothers; victims



of domestic violence; disability (including human immunodeficiency virus and including the use of an aid, appliance or service animal), or any other protected status in accordance with applicable federal, state, or local laws.

The Company's anti-harassment policy applies to all persons involved in the operations of the Company, and prohibits harassment, disrespectful or unprofessional conduct by any employee, including supervisors and managers, as well as vendors, customers, independent contractors, and any other persons.

**Examples of Prohibited Sexual Harassment:** Among other forms of unlawful harassment, the Company strictly prohibits 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:

- Physical or verbal abuse concerning an individual's gender, gender identity or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair, or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.
- Harassment on the basis of any other protected characteristic (as may be defined by applicable law) is also strictly prohibited.

### **Personnel Files**

Upon written request, employees will be permitted to inspect their own personnel files during usual business hours. Employees or former employees who have been employed for more than sixty (60) days may request a copy of their personnel records, provided the requesting employee reimburses the Company for the cost of the copies.

Consistent with applicable law, an employee may have the opportunity to provide a written response of a reasonable length and in a format prescribed by the Company to any disputed information in his/her personnel record. If you have any questions regarding this policy, please contact Human Resources.

### **Meal Breaks**

Except for certain exempt employees, all employees who work eight (8) hours or more in a day are required to take a thirty (30) minute unpaid, uninterrupted, duty-free meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period. If you are unable to take all of the breaks for which you are entitled in accordance with this policy, you should immediately notify your supervisor or Human Resources.

No Company manager or supervisor is authorized to instruct or approve an employee's wish to forego a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to Human Resources.

### **Rest Breaks**

The Company provides all non-exempt employees with the opportunity to take a ten (10) minute rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 1/2) hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are "on the clock" and counted as hours worked, and thus, employees are not required to separately record their rest periods on their timesheets or time cards. Rest periods may not be waived to shorten your workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all of their rest periods during the pertinent pay period. If you are unable to take all of the breaks for which you are entitled in accordance with this policy, you should immediately notify your supervisor or Human Resources.

### **Lactation Break**

The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

Employees should notify their immediate supervisor or Human Resources to request time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations, and/or impose an undue hardship on the Company.

### **School-Related Activities Leave**

The Company will grant up to four hours (per child) of time off during any school year to employees who are the parent, guardian, or custodian of a child enrolled in public school to:

- Attend parent-teacher conferences;
- Attend school-related activities during regular school hours;
- Volunteer or otherwise be involved at the school in which the employee's child is enrolled during regular school hours; and
- Attend school-sponsored events.

Leave must be taken in increments of at least one hour. Employees wishing to take time off under this policy must submit a written request for leave to their supervisor at least five school days before the requested leave. The leave will be at a time mutually agreed upon by the employee and the Company.

The Company may require employees to provide documentation verifying that, during the time of leave, the employee attended an eligible school-related activity.

Time off under this policy will be without pay, except that exempt employees may receive pay for partial day absences, as required by applicable law.

#### School Conferences or Emergencies Leave

The Company will allow employees who are parents (including legal guardians or custodians) time off from work in order to:

- Appear at a conference requested by their child's school administrator; or
- Respond to notice from their child's school of an emergency regarding their child.

Employees should notify their supervisor as soon as possible that they will require time off for a school conference or emergency. Time off under this policy will be unpaid, except that exempt employees may receive pay for partial-day absences, as required by applicable law.

#### **Civic Duties**

**Jury and Witness Duty Leave:** The Company encourages all employees to fulfill their civic responsibilities and to respond to summonses or subpoenas for jury service or to appear as a witness in a judicial or administrative proceeding, attend court for prospective jury service, serve as a juror or appear as a witness or potential witness in a judicial or administrative proceeding. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

Employees must provide their supervisor with notice of any jury summons or subpoena at least three days before their appearance is required. Verification of having served as a juror or witness may be required.

Employees who are summoned to appear for jury duty will not be required to work within the eight (8) hours prior to the time jury duty is scheduled to begin. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested. On any day in which the employee's jury service lasts four (4) or more hours, including time traveling to and from court employees will not be required to work between 5:00 p.m. on that day and 3:00 a.m. the following day.

Time spent engaged in attending court for prospective jury service, serving as a juror or appearing as a witness or potential witness in a judicial or administrative proceeding is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury

or witness duty. Employees will not be asked or required to use sick leave or vacation time for jury duty.

**Court Attendance Leave:** The Company will allow employees who are the parent, guardian, or custodian of a child to miss work in order to appear at the child's juvenile proceeding.

Employees seeking leave under this policy must notify Human Resources in advance of the appearance. For detention hearings, employees must provide verbal notice in advance of the hearing, as well as a certificate of attendance immediately upon return to employment. For subsequent hearings, employees must provide a copy of the written notice of the hearing before the date of the requested leave.

Time off under this policy will be without pay except that exempt employees may receive pay, as required by applicable law. The Company will not terminate or threaten to terminate employees because they request or take time off in accordance with this policy.

**Voting:** The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who are registered voters and do not have sufficient time before or after work to vote will be allowed sufficient time off, without loss of pay, to vote. For purposes of this policy, sufficient time outside of working hours to vote means:

- One hour for employees whose polling place is two (2) miles or less from the workplace;
- Two hours for employees whose polling place is more than two (2), but not more than ten (10) miles from the workplace; or
- Three hours for employees whose polling place is more than ten (10) miles from the workplace.

Employees must provide notice of the need for time off to vote prior to Election Day. The Company may specify the particular time during which employees may be absent to vote. The Company will not make deductions from employees' salary or wages or otherwise penalize employees for taking leave in accordance with this policy.

### **Pregnancy Leave**

The Company permits eligible employees who are pregnant to take a leave of absence before and after childbirth, miscarriage, or other natural resolution of the pregnancy to the extent leave is otherwise provided to other eligible employees for sickness or disability because of a medical condition.

**Notice to Employees of Nevada Pregnant Workers' Fairness Act**

All employees are advised of the following:

1. Pursuant to NRS 613.4353 to 613.4383, inclusive of the Nevada Pregnant Workers' Fairness Act, employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth, or a related medical condition.
2. A female employee has the right to a reasonable accommodation for a condition relating to pregnancy, childbirth, or a related medical condition.

The Company is committed to complying with all laws protecting employees under the Nevada Pregnant Workers' Fairness Act, and the Company will provide a reasonable accommodation for any known condition relating to pregnancy, childbirth, or a related medical condition of a female employee, provided the requested accommodation does not create an undue hardship for the Company.

If you require an accommodation under the Nevada Pregnant Workers' Fairness Act, you must notify Human Resources at (562) 447-1350. Once the Company is aware of the need for an accommodation; the Company will engage in an interactive process to identify possible accommodations. A female employee may be required to submit a written explanatory statement from the employee's physician concerning the need for an accommodation because of pregnancy, childbirth, or related medical conditions, and the specific accommodation recommended by the physician.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources at (562) 447-1350. You are encouraged to utilize this procedure without fear of retaliation.

**Leave for Victims of Domestic Violence**

If you or a member of your family or household is a victim of domestic violence, you may receive unpaid leave for the following purposes as they relate to an act of domestic violence committed against you or a member of your family or household: (1) for the diagnosis, care, or treatment of a health condition related to an act of domestic violence; (2) to obtain counseling or assistance related to an act of domestic violence; (3) to participate in any court proceeding related to an act of domestic violence; and (4) to establish a safety plan, including, without limitation, any action to increase the safety of the employee or the family or household member of the employee from a future act of domestic violence. Under no circumstances will employees be terminated, threatened, coerced, penalized, or retaliated against because they request or take leave in accordance with this policy.

Employees must provide their supervisor with at least 48 hours' notice of the need to use additional hours of leave after (and with the exception of) the leave taken upon the initial occurrence of the act, which constitutes domestic violence. The Company may require you to provide documentation that confirms or supports the reason for the requested leave, including but not limited to: (1) a police report; (2) a copy of an application for an order for protection; (3) an affidavit from an organization which provides services to

victims of domestic violence; or (4) documentation from a physician or health care provider.

In addition, employees who are victims of domestic violence are entitled to a reasonable accommodation for the employee's safety while at work.

A reasonable accommodation may include: the implementation of safety measures or procedures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence that occurs in the workplace; or another adjustment to the employee's job duties and position to ensure the safety of the employee, workplace, the employer, or other employees. If you require such an accommodation, please notify Human Resources. The Company will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations, and may require supporting documentation of the same.

### **PTO Policy**

Full-time employees will be provided paid sick leave and vacation time as outlined in the main Employee Handbook. Part-time employees in Nevada will accrue Paid Time Off ("PTO") as outlined in this policy.

Paid Time Off (PTO) provides you with the flexibility to use your time off to meet your personal needs while recognizing your individual responsibility to manage your paid time off.

You will accumulate a specified amount of PTO each pay period worked, and it is up to you to allocate how you will use it – for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business, or emergencies. The Company may require you to use any unpaid PTO during disability or family medical leave or any other leave of absence. The amount of PTO earned will depend on your length of your service with the Company.

PTO does not replace the Company's holiday schedule. We will continue to have designated paid holidays each year.

### **Guidelines for PTO Use**

You will be eligible to accrue PTO at the rate of 0.01923 hours per hour worked. PTO is added to your PTO bank when the bi-weekly paycheck is issued. PTO taken will be subtracted from your accrued time bank in one-hour increments. Your total amount of PTO accrued, taken, and remaining will be reflected on your pay records.

Temporary employees, seasonal, or on-call employees are not eligible to accrue PTO.

You are eligible to accrue PTO if you are either working or utilizing accrued PTO for the entire bi-weekly pay period. PTO is not earned in pay periods

during which unpaid leave, short or long-term disability leave, or workers' compensation leave are taken.

The time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays, bereavement time off, required jury duty, and military service leave.

You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met.

There may be occasions, such as sudden illness when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible.

Employees will not be paid for any unused PTO they have accrued at employment end. However, employees who were involuntarily separated but are rehired within 90 days of their termination, will receive credit for the former time worked and accumulate current PTO for the combined time.

#### **Paid Leave to Receive COVID Vaccine**

Until December 23, 2023, unless extended by the Nevada Legislature, employees may receive up to four (4) hours of PTO to obtain a COVID-19 vaccine. If an employee receives a two-dose vaccine, the employee is entitled to two (2) hours of leave per dose for a total of four (4) hours of paid leave. If the employee receives a single-dose vaccine, the employee is entitled to two (2) hours of PTO. Employees must provide their supervisor with at least 12 hours' notice of the intention to use the PTO to obtain a COVID-19 vaccine. The Company may require you to provide documentation that confirms or supports the leave, including, but not limited to: (1) documentation from a physician or health care provider; or (2) declaration certifying the employee received the COVID-19 vaccine.

Exempt employees may be provided time off with pay for any of the above-described leaves when necessary to comply with state and federal wage and hour laws.

**Introduction**

This addendum is applicable only to employees working in the state of North Carolina and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum.

This state addendum is to be read in connection with the Velocity Vehicle Group (“Company”) Employee Handbook. Together, the Employee Handbook and the North Carolina Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the North Carolina Addendum, please do not hesitate to discuss your questions with Human Resources.

**North Carolina Policies****Equal Employment Opportunity Policy**

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with North Carolina law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to handicap, possession of sickle cell or hemoglobin C trait, genetic testing and information, HIV or AIDS status, off duty use of lawful products, testimony, or assistance with hazardous chemicals proceedings or investigations, jury service, National Guard service, engaging in activities protected by the North Carolina Retaliatory Employment Discrimination Act, or any other protected status in accordance with applicable federal, state, and local laws.

**Parental Leave for School Involvement**

The Company provides up to four (4) hours of unpaid leave per calendar year to any employee who is a parent, guardian, or person standing in the place of a parent of a school-aged child so that the employee may attend or otherwise be involved at that child’s school. Such leave is available for employees with children enrolled in grade school instruction, preschool, or child care facilities. The leave shall be taken at a mutually agreed upon time. Eligible employees should provide the Company with a written request for the leave at least forty-eight (48) hours before taking leave. The Company may require an employee to furnish written verification from the child’s school that the employee attended or was otherwise involved at that school during the time of the leave.

**Domestic Violence and Crime Victim Leave**

To the extent required by law, the Company provides reasonable and necessary unpaid leave to employees who have been injured, threatened, or are otherwise victims of domestic violence to obtain or attempt to obtain a civil no-contact order or domestic violence protective order in accordance with state law.

For the purposes of this policy, domestic violence includes situations when an employee or a minor child residing with, or in the custody of, the employee is subject to actual or threatened physical harm, including sexual offenses, by a



current or former spouse, a person of the opposite sex who lives with (or lived with) the employee, a parent, a party who stands in loco parentis to the minor child, a grandparent, a person who has a child in common with the employee, a current or former household member, or a person of the opposite sex who is in a dating relationship with the employee, or when an employee is a victim of stalking as defined by North Carolina law.

When feasible, the employee must provide Human Resources with advance notice of the leave. If advance notice is not possible, the Company may require documentation of any emergency that prevented the employee from complying in advance with the Company's usual time off policy or procedure. For more information regarding this leave, see Human Resources.

### **Parent Compliance with Juvenile Court Orders Leave**

The Company provides employees who are subject to juvenile court orders unpaid leave to comply with properly issued court orders, as required by North Carolina law.

When feasible, the employee must provide Human Resources advanced notice of the need to take leave under this Policy. The Company may require that an employee seeking leave under this policy provide written verification of a court order.

### **Disaster Response Leave**

The Company provides reasonable and necessary unpaid leave to employees who serve as members of a volunteer fire department, rescue squad, or emergency medical service agency and who are called into service after the Governor or General Assembly declares a state of emergency or upon the activation of the State Emergency Response Team.

The Company reserves the right to certify to the applicable emergency management agency or director that the employee is essential to the employer's own ongoing emergency relief activities.

Leave under this policy is unpaid. However, employees may elect, at their discretion, to use their accrued but unused vacation time for any periods of active service.

Moreover, exempt employees who take leave under the policy may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

When requesting leave under this policy, employees should provide the appropriate documentation from the Director of the Division of Emergency Management or the head of the local emergency management agency confirming the employee's call into service.

**Military Leave**

Employees may take military leave for required service if they are members of the North Carolina National Guard or another state's National Guard.

Exempt employees who take leave under the above policies may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

**Paid Vacation**

The Company will pay employees who end their employment for any reason any vacation time that the employee has accrued and not used on the last day of their employment.

**Introduction**

This Addendum is applicable only to employees working in the geographic boundaries of the City of San Diego and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between Velocity Vehicle Group (the “Company”), California Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the California Employee Handbook is not modified by this Addendum.

This Addendum is to be read in connection with the California Employee Handbook. Together, the California Employee Handbook and the San Diego Employee Handbook Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the California Employee Handbook or this San Diego Addendum, please do not hesitate to discuss your questions with Human Resources.

**Paid Sick Leave**

In lieu of the Paid Sick Leave described in the Company’s California Employee Handbook, employees who, in a calendar week, work at least two (2) hours within the geographic boundaries of the City of San Diego are eligible to participate in the following policy.

The Company provides paid sick leave to all employees. The sick leave year runs from July 1st through June 30th for employees hired on or before July 1, 2015. For employees hired after July 1, 2015, the paid sick leave year is the consecutive twelve (12) month period beginning on the employee’s date of hire. Eligible employees will accrue one (1) hour of paid sick leave for every 30 hours worked. Upon the 90th day of employment, employees may begin to use accrued sick leave, up to a maximum of forty (40) hours or five (5) days of paid sick leave per year. Employees may not use accrued paid sick leave in increments of less than two (2) hours. Accrued paid sick leave will carry over each year up to a maximum of 80 hours.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee’s family member. “Family member” for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child’s age), parent (including a step-parent or parent-in-law), grandparent, grandchild, sibling, or a designated person. “Designated person” for the purposes of this policy is a person identified by the employee at the time the employee requests paid sick days. Leave under this policy may also be used if the employee’s place of business is closed by order of a public official due to a Public Health Emergency or the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a Public Health Emergency. Additionally, leave under this policy may be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of an employee’s family member.

For absences of more than three (3) consecutive workdays, the employee must provide reasonable documentation that leave was taken for one or more of these reasons.

Generally, the dollar amount of your sick pay is based on your salary or your regular hourly wage. Please contact Human Resources Department if you have questions regarding your pay.

Employees requesting time off under this policy must provide at least one week's notice if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

The Company will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

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

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act, or the Family and Medical Leave Act. For more information regarding this policy, contact the Human Resources Department.

**Introduction**

This Addendum is applicable only to employees working in the state of South Carolina and amends only those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum.

This state addendum is to be read in connection with the Velocity Vehicle Group (“Company”) Employee Handbook. Together, the Employee Handbook and the South Carolina Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the South Carolina Addendum, please do not hesitate to discuss your questions with Human Resources.

**South Carolina Policies****AT-WILL EMPLOYMENT DISCLAIMER**

Our company is an at-will employer. This means that regardless of any provision in the employee handbook, either you or the company may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in the employee handbook, this addendum, or in any document or statement, written or oral, creates any express or implied contract of employment or limits the right to terminate employment at-will. No officer, employee, or representative of the company is authorized to enter into an agreement—express or implied—with any employee for employment other than at-will.

**Equal Employment Opportunity Policy**

In addition to the protected statuses listed in the Employee Handbook, and in accordance with South Carolina law, the Company is committed to providing equal employment opportunities to all employees without regard to tobacco use outside of the workplace or any other protected status in accordance with applicable federal, state, or local laws.

**Policy Against Unlawful Harassment, Discrimination, and Retaliation**

In addition to the protected statuses listed in the Employee Handbook and in accordance with South Carolina law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment based on tobacco use outside of the workplace or any other protected status in accordance with applicable federal, state, and local laws.

**Civic Duties**

Jury Duty/Witness Leave: Employees are given the necessary time off without pay to serve on a jury or attend or participate in a court proceeding in accordance with state law. Employees who receive a subpoena or summons to appear in court should notify Human Resources immediately so that the Company may plan work with as little disruption as possible.

**Pregnancy Accommodations**

The Company will provide reasonable accommodations to employees for medical needs arising from pregnancy, childbirth, and related medical conditions, including, but not limited to, lactation or the need to express breast milk for a nursing child to enable such employees to continue performing the essential functions of their jobs. An accommodation will be made to the extent it does not impose an undue hardship on the business.

The Company does not discriminate against applicants or employees based on medical needs arising from pregnancy, childbirth, or related medical conditions. The Company also will not discriminate or retaliate against an employee who requests or uses a reasonable accommodation under this policy.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

#### **Volunteer Emergency Responder Leave**

The Company provides reasonable and necessary unpaid leave to employees who are volunteer firefighters or volunteer emergency medical services responders and who, when acting as volunteers, are part of the mobilization plan established pursuant to the Firefighter Mobilization Act and are responding to an emergency where the President of the United States has declared a state of emergency or where the Governor of South Carolina has declared a state of emergency in a county in South Carolina.

#### **Isolation and Quarantine Leave**

An employee subject to an isolation or quarantine order issued in compliance with state law and pursuant to the South Carolina Department of Health & Environmental Control's (DHEC) orders will be granted unpaid leave.

The Company may require affected employees to use accrued paid leave for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

Please notify Human Resources of your need for leave under this policy as soon as practicable.

Exempt employees may be provided time off with pay for any of the above leaves when necessary to comply with state and federal wage and hour laws.

**Introduction**

This addendum is applicable only to employees working in the state of Tennessee and amends only those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum.

This state addendum is to be read in connection with the Velocity Vehicle Group (“Company”) Employee Handbook. Together, the Employee Handbook and the Tennessee Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the Tennessee Addendum, please do not hesitate to discuss your questions with Human Resources.

**Tennessee Policies****Equal Employment Opportunity Policy**

In addition to the protected statuses listed in the Employee Handbook, and in accordance with Tennessee law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to creed, National Guard membership, off-duty tobacco use, political activities, exercising or failing to exercise the right to vote, serving on a jury, or any other protected status in accordance with applicable federal, state, and local laws.

**Policy Against Unlawful Harassment, Discrimination, and Retaliation**

In addition to the protected statuses listed in the Employee Handbook and in accordance with Tennessee law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment based on creed, National Guard membership, off-duty tobacco use, political activities, exercising or failing to exercise the right to vote, serving on a jury, or any other protected status in accordance with applicable federal, state, and local laws.

**Meal Periods**

Except for certain exempt employees, all employees who work six (6) or more hours in a day are required to take a thirty (30) minute duty-free meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the relevant pay period.

**Civic Duties**

Jury Duty Leave: If you receive a call to jury duty, please notify Human Resources immediately and give a copy of your jury duty summons to your supervisor, so you’re your supervisor may plan the department’s work with as little disruption as possible.

Employees summoned for jury duty will be excused from work for the day if jury duty on that day exceeds three (3) hours. Except as otherwise required

by county or city ordinances, employees who are required to appear for jury duty on a regularly scheduled workday will be paid the difference between their regular pay and the total amount received for jury service. Employees who have been employed by the Company on a temporary basis for less than six months will be provided with unpaid leave.

**Court Attendance and Witness Leave:** The Company provides necessary unpaid leave to employees who are subpoenaed to attend, participate in, or prepare for court proceedings in accordance with applicable law. Employees who receive a subpoena or summons to appear in court should notify Human Resources immediately so that the Company may plan the department's work with as little disruption as possible.

**Voting Leave:** The Company provides employees with the opportunity to vote in any state or federal election. Employees whose work schedules do not provide at least three (3) consecutive hours during which the polls are open to vote will be provided up to three (3) hours of time off without loss of pay to vote. Employees requesting leave under this policy should provide notice to Human Resources by no later than noon (12:00 p.m.) the day before election day.

**Voting Machine Technician Leave:** The Company provides unpaid leave to full-time employees who are appointed by a county election commission as a voting machine technician for the day or days when they are required to attend to voting technician technical duties. Employees requesting leave under this policy should provide advance notice, including appropriate documentation in support of their request and dates of the required service to Human Resources.

#### **Breast Milk Expression**

Employees will be provided a reasonable unpaid break time each day to express breast milk. This break time may coincide with any break time given to employees. Additionally, reasonable efforts will be made to provide a room or other location in close proximity to the work area, other than a toilet stall, where the employee can express breast milk in privacy.

#### **Volunteer Firefighter Leave**

The Company provides reasonable and necessary unpaid leave to employees who are active volunteer firefighters to respond to fire calls during regular hours of employment. Additionally, employees who are active volunteer firefighters and who worked for more than four (4) hours the prior day or night as a volunteer firefighter in an emergency may be permitted to take off the next scheduled work period within twelve (12) hours following such emergency as a vacation day or sick leave day without the loss of pay. If the employee is not entitled to a vacation day or sick leave day, then the employee may be permitted to take off such work period without pay.

Employees must notify Human Resources as soon as possible of the need to respond to a fire call.



The Company may require employees to submit a written statement from the chief of the volunteer fire department verifying that the time off was used to respond to a fire or serve in an on-call capacity.

Leave under this policy is generally unpaid. However, employees may elect to use their accrued, but unused paid leave. To use paid leave, an eligible employee must comply with the Company's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice).

### **Volunteer Rescue Squad Leave**

The Company provides reasonable and necessary unpaid leave to employees who serve as volunteer rescue squad workers to respond to a qualified emergency.

Employees must make a reasonable effort to notify Human Resources prior to their scheduled shift of the call to respond to a qualified emergency. Upon return, employees should provide appropriate certification from a supervisor or acting supervisor of the rescue squad that includes the date and time of service and that confirms the volunteer was active and necessary for the emergency response.

Leave under this policy is generally unpaid. However, employees may elect to use their accrued, but unused paid leave. To use paid leave, an eligible employee must comply with the Company's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice).

### **Civil Air Patrol Leave**

The Company provides unpaid leave to eligible employees who serve as a member of the Tennessee Army and Air National Guard on active duty, the Tennessee State Guard, or Civil Air Patrol and who are called to duty or training. Employees must give as much notice as possible of the need for leave. Employees must notify Human Resources of any updates or changes in the employee's status while on leave or anticipated return to work. Employees should provide certification of eligibility when requesting leave under this policy.

### **Tennessee Veterans Day Holiday**

The Company is proud to employ veterans and current service members. In addition to the time off provided in our Holidays Policy, all employees who are former members of the armed forces of the United States, or current or former members of a reserve or Tennessee National Guard unit who were called into active military service of the United States, will be provided with unpaid time off to celebrate Veterans Day on November 11 each year.

Employees requesting time off under this policy must provide the Company with written notice of their request at least one (1) month in advance and proof of veteran or service member status. The Company, in its sole discretion, may deny an employee's requests for time off under this policy if the requesting employee's absence, alone or on combination with other employees' time off under this policy, would impact public health or safety or cause significant economic or operational disruption to the Company.

**Weapons in the Workplace**

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

This policy does not apply to firearms and ammunition stored out-of-sight in the employee's locked motor vehicle, so long the employee holds a valid handgun carry permit, the employee's vehicle is parked in a permitted area and the firearm and/or ammunition is locked within the trunk, glove box, or interior of the vehicle or a container securely affixed to the vehicle if the employee is not in the vehicle.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to the Safety Department and/or Human Resources.

**New Parent Leave**

The Company provides full-time employees who have completed at least twelve (12) consecutive months of full-time employment with up to four (4) months of unpaid leave for adoption, pregnancy, childbirth, and nursing an infant. With respect to adoption, the four (4) month period must begin at the time the employee receives custody of the child.

Unless prevented from doing so because of a medical emergency, employees must provide at least three (3) months' advance notice of the anticipated date leave is to begin, the duration of leave, and the anticipated date of return from leave.

At the end of the leave, the employee will be returned to their former position or a similar position with like status and pay, unless the position is so unique that the Company cannot, with reasonable efforts, fill the position temporarily; the Company discovers the employee actively pursued other employment activities during the leave period; or the Company discovers that the employee worked part-time or full-time for other employers during leave.

This leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

**Workplace Bullying Prevention Policy**

All employees have the right to be treated with dignity and respect at all times. Our Company is firmly committed to a workplace free of abusive conduct, including, but not limited to, abusive conduct as defined in this policy. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right in its sole discretion to separate, or otherwise discharge, any employee from the workplace or otherwise deal with behavior that suggests a propensity toward violence even prior to any violent behavior occurring.

This policy applies to all full-time and part-time employees of the Company including interns. It does not apply to independent contractors, but other contract employees are included. Additionally, this policy is not limited to conduct that occurs in the workplace and applies to any Company-sponsored program, event, or activity. This policy further applies to electronic communications by any employee.

### **Recognizing Abusive Conduct**

Abusive conduct includes acts or omissions that could cause a reasonable person to believe that based on the severity, nature, and frequency of the conduct, an employee was subject to an abusive work environment, which can include, but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

Abusive conduct does not include: disciplinary procedures in the Employee Handbook; routine coaching and counseling; reasonable work assignments; individual differences in personal expression; passionate, loud expression without intent to harm others; differences of opinion on work-related concerns; non-abusive exercise of managerial prerogative, etc.

### **Company Responsibilities**

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. All supervisors are expected to foster a safe and respectful work environment, implement preventative measures to achieve this goal, and respond appropriately to reported or witnessed violations of this policy. Employee Duties All employees are expected to treat others with dignity and respect. No employee shall engage in threatening, violent, intimidating, or other abusive conduct or behaviors. Employees are expected to cooperate with all preventative measures put in place by their supervisors recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

All threats of (or actual) violence, both direct and indirect, unprofessional conduct, or verbal abuse should be reported as soon as possible to the employee's immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible. This responsibility applies to employees who are victims of prohibited conduct or witnesses to prohibited conduct.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees must not place themselves in peril. If employees see or hear a commotion or disturbance near their workstation or on the job site, they must not try to intercede or see what is happening.

**Complaint and Investigation Response Process**

Employees who feel they have been subjected to abusive conduct or who witnesses conduct that could violate this policy should report the matter to their supervisor, manager, or Human Resources. Employees should not feel obligated to report their complaints to their immediate supervisor first before bringing the matter to the attention another supervisor, member or management, or Human Resources. Further, any supervisor made aware of a potential violation of this policy should promptly report the matter to the Safety Department and/ or Human Resources.

Upon notification of a potential violation, the Company will investigate the conduct thoroughly, objectively, and with sensitivity and respect for all parties. The person complained against will be notified that an allegation has been made against him or her and informed of the investigative procedure.

Investigations of abusive conduct will be conducted as soon as practicable. All employees are expected to fully cooperate with the Company throughout the course of any investigations. All available evidence will be gathered and fully considered, and all interviews will be appropriately documented. The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, or ability to take corrective action, unless otherwise required by law.

Any employee engaging in conduct that violates this policy or encourages such conduct will be subject to disciplinary action, up to and including immediate termination of employment. Likewise, supervisors or managers who allow

abusive conduct to continue or fail to take appropriate action upon learning of such conduct will also be subject to corrective action up to and including immediate termination.

While the Company encourages all employees to raise any concerns under this policy and procedure, the Company recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Employees falsely accusing another of violations of this policy may be subject to disciplinary action up to and including termination of employment.

**Retaliation Is Not Permitted**

Employees submitting complaints of abusive conduct can do so without fear of retaliation. Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual exercising rights under this policy. Any person who retaliates against an employee for reporting abusive conduct will be subject to disciplinary action up to and including immediate termination of employment.

**Confidentiality**

The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, or ability to take corrective action, except where otherwise required by law.

By signing below, I acknowledge that I have received a copy of the Velocity Vehicle Group (“Company”) Employee Handbook and I will familiarize myself with its contents.

I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment and compensation at the Company are at-will, shall be for no specific term, and may be changed or terminated at the will of the Company. The Company has the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that my employment at-will is the sole and entire agreement between me and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all other understandings, and representations (whether written or oral) regarding the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will may be changed in a written document signed by the Vice President of Human Resources and the Co-Presidents of the Company.

MY SIGNATURE BELOW IS A VALID SIGNATURE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ AND UNDERSTAND ALL OF THE ABOVE KNOWLEDGMENT AND AGREEMENT.

Print Full Name \_\_\_\_\_

Employee ID # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

[RETAIN IN EMPLOYEE PERSONNEL FILE]

