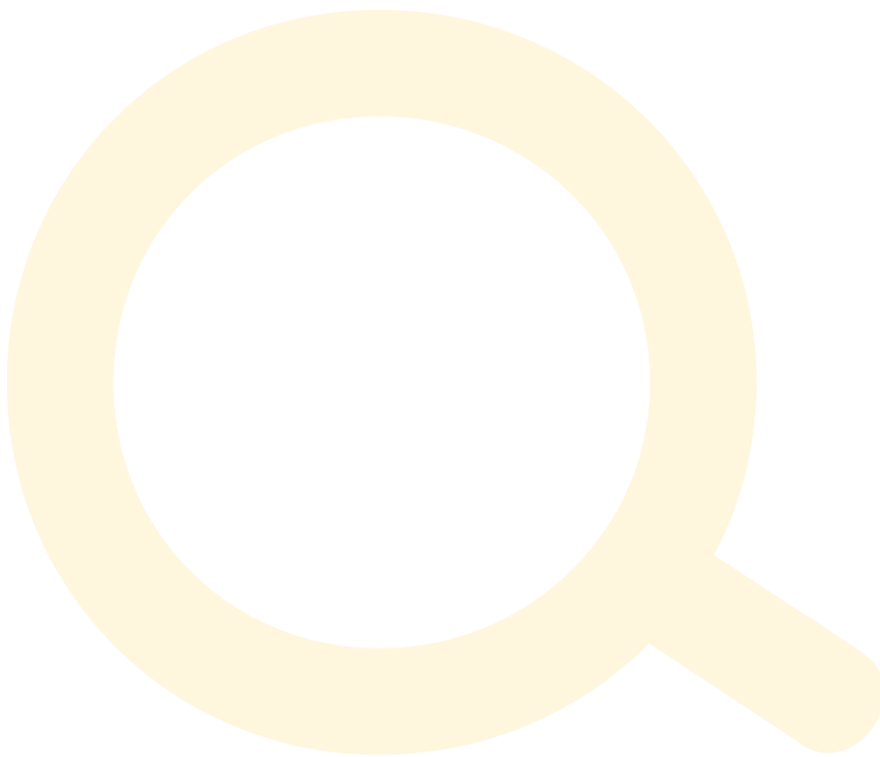




Employee Handbook (Field Employees)
Effective January 1, 2026



Kinetic Personnel Group

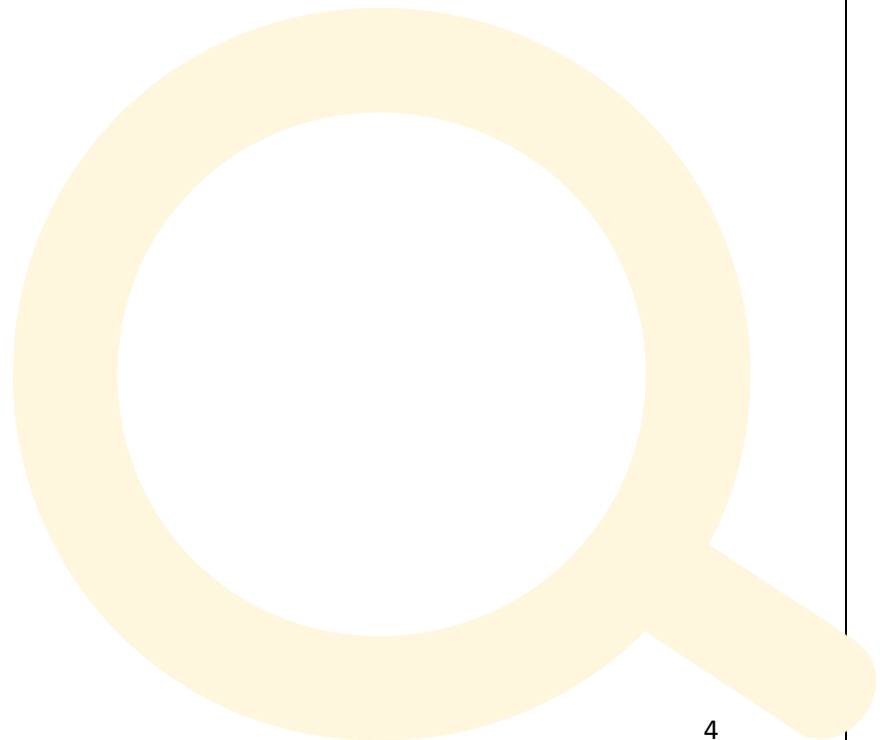
Employee Handbook (For Field Employees)

TABLE OF CONTENTS

WELCOME TO KINETIC PERSONNEL GROUP!	5
GENERAL INFORMATION	5
At-Will Employment	5
Right to Revise	5
Equal Opportunity Employer	6
Use of the Interactive Process to Reasonably Accommodate Disabled Individuals	6
Policy Against Unlawful Harassment, Discrimination, and Retaliation	7
Workplace Bullying Policy	9
Open Door Policy	9
Personnel Files	9
WAGE AND HOUR RULES	10
KEY TAKEAWAYS	10
Time Records	11
Punctuality and Attendance	11
Employee Classifications	12
Paydays	12
Overtime for Non-Exempt Employees	12
Rest Periods	12
Number of Rest Periods / Permissible Activities	13
Timing of Rest Periods	13
Meal Periods	13
Timing of Meal Period	14
Second Meal Period	14
Timing of Second Meal Period	14
Recording Meal Periods	15
Reporting Time Pay	15
Travel Time Pay	15
Business Expenses	15
Direct Deposit / Wage Statements	16
Pay Deductions	16
Deductions for Exempt Employees	16
Payroll Safe Harbor	16
STANDARDS OF CONDUCT	17
Prohibited Conduct	17
Use of Client Computers	17

Drug and Alcohol Abuse.....	18
Completion of Assignment.....	19
Operation of Motor Vehicles	19
Prohibited Use of Cell Phone	19
Dress Policy	20
Confidentiality.....	20
Business Conduct and Ethics	20
Co-Worker Relationships	20
Housekeeping.....	21
Personal Items	21
Parking	21
Solicitation and Distribution of Literature	21
Conducting Personal Business.....	22
Use of Client Exercise Facilities	22
EMPLOYEE BENEFITS	22
Paid Holidays.....	22
Performance Bonus.....	22
Paid Sick Days	22
Lactation Accommodation Policy.....	23
Injuries at Work and Workers' Compensation	24
EMPLOYEE SAFETY	24
Safety Policy.....	25
Employee Responsibilities	25
Job Assignments	25
Security	25
Ergonomics.....	26
LEAVES OF ABSENCE	26
Family and Medical Leaves ("FMLA" and "CFRA")	26
Pregnancy Disability Leave (PDL)	30
Bereavement Leave.....	31
Reproductive Loss Leave	31
Jury and Witness Duty Leave.....	31
Military Leave.....	31
Military Spouse Leave	32
Victims of Violence Leave	32
Volunteer Civil Service Personnel.....	33
Civil Air Patrol Leave.....	34
Organ and Bone Marrow Donor Leave.....	34
Victims of Crime Leave.....	34
School Activities.....	34

Judicial Proceedings Leave 35
Suspension 35
Employee Literacy 35
Time Off for Voting 35
Other Legally Required Leaves of Absence 36
ACKNOWLEDGEMENT OF COMPANY TIME CLOCK POLICY 37
CONFIRMATION OF RECEIPT (EMPLOYEE COPY) 38
CONFIRMATION OF RECEIPT (COMPANY COPY) 39



WELCOME TO KINETIC PERSONNEL GROUP!

As an employee of Kinetic Personnel Group (hereby referred to as the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This employee handbook is intended to explain the terms and conditions of employment of all full-time and part-time "field" employees. "Field" employees are those employees on assignment at our client company locations. Field assignments are temporary in nature and will end at the discretion of the client company.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Nothing in this handbook is intended to limit employees' rights to engage in protected concerted activity. Your Staffing Manager will be happy to answer any questions you may have.

GENERAL INFORMATION

At-Will Employment

All employment relationships with the Company are on an at-will basis. This means that at any time employees are free to resign, either with or without reason, and the Company may terminate you at any time, with or without reason, and with or without notice. Employees also may be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Company. Nothing in this handbook shall limit the right to terminate at-will employment. Nothing contained in this Handbook or any other documents provided to employees is intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President of the Company has the authority to make any such an agreement, which is binding only if it is in writing, is signed by both the President and the Employee, and expresses a clear and unambiguous intent to alter the at-will nature of the employment relationship. Employees should ask Human Resources if they have any questions about their status as an employee at-will.

Right to Revise

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

The Company reserves the right to make changes to this Handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice, except for any written arbitration agreement with an employee, which can only be changed in accordance with its express terms. Employees' at-will employment can only be changed as stated in the At Will Employment Policy contained in this Handbook.

No one other than the President of the Company may alter or modify any of the policies in this Employee Handbook. Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations may be interpreted as a change in policy, nor will it constitute an agreement with an employee. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The Company also reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with Human Resources to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. If there is ever a discrepancy between this Employee Handbook and applicable law, then the applicable law will control.

Equal Opportunity Employer

Kinetic Personnel Group is an equal-opportunity employer. We make employment decisions on the basis of merit and do not discriminate in employment or engagement opportunities or practices on the basis of any protected category unless required by law or regulation. This policy applies to all of the Company's employment practices and personnel actions. We want to have the best available person in every job. In fulfillment of this commitment, the Company will comply with all applicable laws when recruiting, hiring, and promoting, and when taking personnel actions (for example, compensation, Company-sponsored training opportunities, demotions, and terminations) without regard to sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), race (including traits associated with race, such as hair texture and protective hairstyles, *e.g.*, braids, locs, and twists), color, religion (including religious dress and grooming practices), creed, gender (including gender identity and gender expression), national origin (including language use), ancestry, citizenship, disability (including but not limited to physical or mental disability), medical condition (including cancer or a record or history of cancer), genetic information (including family medical history), marital status, registered domestic partner status, age (40 and over), sexual orientation, reproductive health decisionmaking, military and veteran status, any other category protected by applicable law, or any combination of those characteristics.

The Company prohibits sexual harassment and the harassment of any individual on any of the other bases listed above, or any combination of those characteristics. The Company also prohibits retaliation against a person who reports or assists in reporting suspected violations of this policy, cooperates in investigations or proceedings arising from a violation of this policy, or engages in other activities protected under this policy.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with Human Resources.

If you believe you have been subjected to any form of unlawful discrimination, you must immediately notify (1) your Kinetic Personnel Group Staffing Manager, (2) the Regional Vice President of Kinetic Personnel Group, (3) a Client Supervisor, or (4) a Client Personnel Administrator. We will immediately meet with you and ask you to provide a written statement, if your original complaint was not in writing. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. We will immediately undertake a thorough and objective investigation and attempt to resolve the situation.

If we determine that unlawful discrimination has occurred, we will work with our client company to ensure that effective remedial action is taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and prohibits retaliation by management employees or your coworkers.

Use of the Interactive Process to Reasonably Accommodate Disabled Individuals

The Company is committed to principles of equal opportunity for all job applicants and employees. In keeping with this policy, it does not engage in unlawful discrimination based on any protected characteristic, including an individual's disability. The Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability unless undue hardship would result. A qualified applicant or employee must be able to perform the primary job responsibilities satisfactorily with or without reasonable accommodation. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

As part of its commitment to make reasonable accommodations, the company will participate in a timely, good faith, interactive process with any disabled applicant or employee to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy.

Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact any Staffing Manager as soon as possible discuss the need for an accommodation. The Company will work in good faith to implement reasonable accommodations that are appropriate and consistent with its legal obligations.

The Company will not retaliate against an employee for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees, or co-workers.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment free of unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes harassment, discrimination, and retaliation based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), race (including traits associated with race, such as hair texture and protective hairstyles, *e.g.*, braids, locs, and twists), color, religion (including religious dress and grooming practices), creed, gender (including gender identity and gender expression), national origin (including language use), ancestry, citizenship, disability (including but not limited to physical or mental disability), medical condition (including cancer or a record or history of cancer), genetic information (including family medical history), marital status, registered domestic partner status, age, sexual orientation, reproductive health decisionmaking, military and veteran status, any other category protected by applicable law, or any combination of those characteristics, or otherwise exercising rights protected by federal, state, or local laws. As required by law, the Company's anti-harassment policy applies to coworkers and third parties, as well as supervisors and managers, with whom an employee comes into contact. This nondiscrimination policy applies to all employment practices, including hiring, compensation, benefits, promotion, training, termination, and any other term, condition, or privilege of employment. It also prohibits discrimination, harassment, retaliation, and disrespectful or unprofessional conduct based on an employee's association with a person who has or is perceived as having any of those characteristics or any combination of those characteristics, or the perception that an employee has any of those characteristics or any combination of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. All such conduct violates Company policy. The Company will implement appropriate corrective action(s), up to and including termination, in response to misconduct—including violations of this policy—even if the violation does not rise to the level of unlawful conduct.

Prohibited Conduct

Harassment is generally defined as verbal, physical, visual, or virtual (*i.e.*, online technology) conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected characteristic(s) or activity.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, negative stereotyping, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages. Conduct prohibited by this policy also includes asking intrusive questions about a person's sexual orientation, gender identity, gender transition, or intimate body parts. Kinetic Personnel Group prohibits such conduct in the workplace, even if the conduct is not sufficiently severe or pervasive, to constitute unlawful harassment.

Sexual Harassment

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. This policy forbids harassment based on any protected characteristic, including gender (including gender identity and gender expression) and sexual orientation, regardless of whether it rises to the level of a legal violation. Some examples of prohibited gender-based harassment include (1) offensive sex-oriented verbal kidding, teasing, or jokes; (2) repeated unwanted sexual flirtations or advances; (3) verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual's appearance or sexual activity; (5) offensive visual conduct, including making sexual gestures, the display of offensive sexually suggestive objects or pictures, photography, cartoons, or posters; (6) sharing pornography or sexually demeaning depictions of people, including AI-generated and deepfake images and videos; (7) disclosing an individual's sexual orientation or gender identity without permission (outing); (8) asking intrusive questions about a person's sexual orientation, gender identity, gender transition, or intimate body parts; (9) repeated and intentional use of a name or pronoun inconsistent with the individual's known gender identity (misgendering); (10) denying access to a bathroom or other sex-segregated facility consistent with the individual's

gender identity; (11) unwelcome pressure for sexual activity; (12) offensive physical contact such as groping, touching, or otherwise physically assaulting a person; or (13) sexual favoritism.

According to the U.S. Equal Employment Opportunity Commission (EEOC), unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct based on sex constitute unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term, condition, or privilege of employment; (2) submission to or rejection of the conduct is used as the basis for any employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

While harassing conduct based on gender can be sexual in nature, it also may not. Regardless of whether the unwelcome conduct is sexual in nature, this policy prohibits any form of harassment based on gender (including gender identity and gender expression), sexual orientation, or any other protected characteristic. Likewise, this policy forbids any unwelcome conduct based on gender, regardless of the gender of the individual engaging in the harassment and the individual experiencing the harassment, including when all the individuals involved are of the same gender.

Reporting Harassment, Discrimination, and Retaliation

All employees, independent contractors, interns, and volunteers of the Company must promptly report any incidents of harassment, discrimination, and retaliation so that the Company can take appropriate action. If you believe that you have been unlawfully harassed by a co-worker, third party, supervisor, or agent of the Company, you must submit a direct communication regarding your complaint, either orally or in writing, to any of the following persons: 1) your Kinetic Personnel Group Staffing Manager, 2) the Regional Vice President of Kinetic Personnel Group, 3) a Client Supervisor, or 4) a Client Personnel Administrator. The complaint should be submitted as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Supervisors and Staffing Managers, who are aware of conduct inconsistent with this policy or who receive a report of conduct inconsistent with this policy, must immediately report it to the appropriate personnel administrator, investigative officer, or the President of the Company. No employee is required to follow a chain of command to report harassment or to report to any individual who is creating the harassment. Employees can raise concerns and make reports without fear of reprisal.

All reports describing conduct that is inconsistent with this policy will be investigated promptly, thoroughly, fairly, and objectively by qualified personnel. The investigation will include documentation and tracking for reasonable progress and will provide all parties with appropriate due process to reach reasonable conclusions based on the evidence collected. The Company may put certain interim measures in place, such as a leave of absence, during the investigation. During the investigation, Kinetic Personnel Group will maintain confidentiality to the extent possible consistent with its need to investigate and based on the needs of the situation.

Once a report has been thoroughly investigated, the Company will take appropriate action. If an investigation reveals that it is more likely than not that a violation of this policy or other inappropriate conduct has occurred, then Kinetic Personnel Group will take prompt and fair corrective action, up to and including termination, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The Company may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in the harassment is not employed by the Company, then the Company will take whatever corrective action is reasonable and appropriate under the circumstances.

The Company prohibits not only conduct severe enough to be unlawful, but also conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the Company prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the Company will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law. Any Kinetic Personnel Group employee determined by the Company to be responsible for harassment, discrimination, or retaliation will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will promptly advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint or participating in a workplace investigation, and it will not tolerate or permit retaliation by management, employees or coworkers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Anti-Retaliation

Kinetic Personnel Group will not retaliate against employees for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees, or co-workers. The Company also forbids any employee to treat any other employee, former employee, or applicant adversely for assisting another employee or applicant in making a report or for filing an administrative claim with the EEOC or a state governmental agency. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above under Employee Responsibilities.

Workplace Bullying Policy

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the Company will not in any instance tolerate abusive conduct, also known as workplace bullying. Kinetic Personnel Group defines bullying as hostile, offensive conduct that is unrelated to the Company's legitimate business interests and conducted with malice. Examples of abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or gratuitous sabotage or undermining a person's work. All employees who experience or witness any conduct they believe to be workplace bullying should immediately follow the reporting procedures stated above under.

Open Door Policy

At some time, you may have a complaint, suggestion, or question about your assignment, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions are of concern to us and may be submitted to the Company at any time. We ask you to first discuss your concerns with your Kinetic Personnel Group Staffing Manager/Recruiter, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your Kinetic Personnel Group Staffing Manager, who will then investigate and provide a solution or explanation.
- If the problem persists, you may take your complaint, question, or suggestion to the President of Kinetic Personnel Group, who will attempt to reach a final resolution.

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

This Policy does not prohibit activity protected by the National Labor Relations Act including employees' right to engage in "concerted activities" under Section 7 of that Act.

Personnel Files

Employees have a right to inspect or receive a copy of their personnel records that Kinetic Personnel Group maintains relating to performance or to any grievance concerning the employee. Certain documents may be excluded or redacted from a personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to HR. You can obtain a form for making such a written request from HR. You may designate a representative to conduct the inspection of the record or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Kinetic Personnel Group may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The personnel records will be made available no later than 30 calendar days from the date Kinetic Personnel Group receives your written

request to inspect or copy your personnel records (unless you/your representative and Kinetic Personnel Group mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request). Payroll records will be made available no later than 21 calendar days from the date Kinetic Personnel Group receives your written request to inspect or copy your personnel records (unless you/your representative and Kinetic Personnel Group mutually agree in writing to a date beyond 21 calendar days but no later than 26 calendar days from receipt of the written request).

Information in your personnel file is confidential, and disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, Kinetic Personnel Group will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. The Company will attempt to restrict disclosure of each employee personnel file to authorized individuals within the Company.

To ensure that the files are kept up to date, employees should inform HR of any changes such as name, address, phone number, marital status, emergency contact information, or changes in the number of dependents.

WAGE AND HOUR RULES

KEY TAKEAWAYS

- "OFF-THE-CLOCK WORK" IS STRICTLY PROHIBITED.
- THE COMPANY WILL PAY NON-EXEMPT EMPLOYEES FOR ALL TIME ACTUALLY WORKED. THUS, IT IS IMPORTANT THAT NON-EXEMPT EMPLOYEES ALWAYS ACCURATELY AND COMPLETELY REPORT ALL REGULAR AND OVERTIME HOURS WORKED AND CLOCK IN AND OUT FOR MEAL PERIODS SO THEY CAN BE PAID CORRECTLY.
- ALLOWING, ENCOURAGING, OR PRESSURING NON-EXEMPT EMPLOYEES TO WORK OFF THE CLOCK OR FAIL TO TAKE MEAL BREAKS OR REST PERIODS IS ALSO STRICTLY FORBIDDEN.
- ALL OVERTIME MUST BE PREVIOUSLY AUTHORIZED BY A SUPERVISOR. NON-EXEMPT EMPLOYEES WHO WORK OVERTIME WITHOUT APPROVAL WILL BE PAID FOR ALL HOURS WORKED BUT WILL BE SUBJECT TO DISCIPLINE. OVERTIME IS DICTATED BY BUSINESS NEED. ANYONE FOUND ABUSING OVERTIME WILL BE PAID FOR ALL HOURS WORKED, BUT WILL BE SUBJECT TO DISCIPLINE.
- NON-EXEMPT EMPLOYEES MUST TAKE A 10-MINUTE UNINTERRUPTED, OFF-DUTY REST PERIOD FOR EVERY 4 HOURS WORKED, OR MAJOR FRACTION THEREOF.
- NON-EXEMPT EMPLOYEES MUST TAKE AT LEAST A 30 MINUTE UNPAID, UNINTERRUPTED, OFF-DUTY MEAL PERIOD FOR EVERY 5 HOURS WORKED. YOU SHOULD AIM TO TAKE THIS BREAK WITHIN THE FIRST 4.5 HOURS OF YOUR SHIFT, BUT IN NO INSTANCE MAY YOU TAKE YOUR MEAL BREAK AFTER THE END OF YOUR FIFTH HOUR OF WORK. YOU ARE NOT PERMITTED TO STACK YOUR MEAL AND REST PERIODS TOGETHER.
- SUPERVISORS ARE RESPONSIBLE FOR MAKING MEAL BREAKS AND REST PERIODS AVAILABLE TO NON-EXEMPT EMPLOYEES AND RELIEVING EMPLOYEES OF ALL DUTIES DURING THE DESIGNATED PERIOD. NON-EXEMPT EMPLOYEES ARE RESPONSIBLE FOR REPORTING TO THEIR SUPERVISOR ANY MEAL BREAK THAT WAS NOT PROVIDED, THAT WAS TAKEN LATE (AFTER THE FIFTH HOUR OF WORK), OR THAT DID NOT LAST AT LEAST 30 MINUTES, AS WELL AS ANY REST PERIOD NOT AUTHORIZED AND PERMITTED WHERE THE SUPERVISOR WOULD HAVE NO REASON TO OTHERWISE KNOW OF THIS FACT. NONCOMPLIANT MEAL AND REST PERIODS WILL RESULT IN PREMIUM PAY.
- REST AND MEAL PERIODS ARE LEGALLY REQUIRED FOR NON-EXEMPT EMPLOYEES AND ARE NOT OPTIONAL. FAILURE TO TAKE REST AND MEAL PERIODS IN ACCORDANCE WITH THIS POLICY IS GROUNDS FOR DISCIPLINE, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.
- EMPLOYEES WILL BE REIMBURSED FOR REASONABLE AND NECESSARY BUSINESS EXPENSES.
- EMPLOYEES WHO HAVE INCURRED BUSINESS EXPENSES MUST SUBMIT DOCUMENTATION TO THE COMPANY FOR REIMBURSEMENT.

- CHECK YOUR PAYSTUB REGULARLY. IF YOU OBSERVE AN ERROR OR SOMETHING MISSING, OR IF THERE IS SOMETHING YOU DO NOT UNDERSTAND, PLEASE REPORT IT IMMEDIATELY TO HR OR PAYROLL.
- THE COMPANY HAS A STRICT ANTI-RETALIATION POLICY FOR REPORTING ANY WAGE AND HOUR COMPLAINTS.

Time Records

All non-exempt employees will clock in by the assigned Client method (paper timesheet, electronic timeclock or other assigned timekeeping method) upon arrival at work, clock out for lunch, clock in after lunch and clock out when leaving work after completing all work. Employees are required to record their actual time worked for payroll and benefit purposes. Altering, falsifying, and tampering with time records is prohibited and subject to corrective action, up to and including termination of employment. Any inaccuracies (missed punches, errors, etc.) must be reported in writing to your Staffing Manager at Kinetic Personnel Group immediately. All timesheets are due no later than by the close of business on Tuesday, following the last day worked for the pay period. Hourly employees are responsible for submitting timesheets weekly.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your timecard. Working off the clock violates company policy. Therefore, you must clock in before performing any work, and you must not perform any work after clocking out. If you have clocked out at the end of the shift and you have additional work that cannot wait until the next day, and consistent with Kinetic Personnel Group's overtime policy described in this handbook, you must clock back in before resuming any work.

Employees are responsible for certifying the accuracy of all hours reported. Any discrepancy must be promptly reported to the Payroll Department. Clocking in for or recording time for another employee, allowing another employee to clock in for or record time for you, being unreachable while on the clock during working hours (except during designated meal and rest periods), failing to report hours worked, and/or falsifying time records may result in disciplinary action, including termination of employment.

All **Non-Exempt, Hourly** employees (eligible for overtime) will use the assigned Client method (paper timesheet, electronic time clock, etc.) to report the **total** number of hours worked **each day**, including overtime hours.

Exempt Salaried employees (not eligible for overtime pay) will not report hours worked, only hours off using the Requesting Time off procedure.

Punctuality and Attendance

Much of the success of any organization depends on all of the employees being "on time" and "on the job". Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal and rest periods, when authorized to leave on authorized Company business, or due to the employee's reasonable belief that the workplace is unsafe because of an emergency condition. These expectations are excused if an employee does not report to work or remain at work due to the employee's reasonable belief that the workplace is unsafe because of an emergency condition or the employee has been ordered to evacuate their home, workplace, or worksite or the employee's child's school has been ordered to evacuate due to natural disaster or a criminal act. Excessive tardiness and/or habitual absences, or being unreachable while on the clock during working hours (except during designated meal and rest periods) are causes for disciplinary action and can result in termination.

Occasional absences may be unavoidable because of illness, death in the family, or other personal emergencies, including the employee's reasonable belief of an unsafe work environment or an evacuation order, as discussed above. When you are going to be late or absent from an assignment, you must call your Staffing Manager at Kinetic Personnel Group as soon as feasible. Call us even if you will be only a few minutes late! Our voicemail system is activated during non-business hours, so you can leave a message at any time. Unless otherwise protected by law, any of the following circumstances may result in your release from an assignment:

- You are late for work twice in the same week
- You are habitually late
- You fail to call us when you will be absent (this may be considered a voluntary quit for unemployment purposes unless there are extenuating circumstances)

If you are released from an assignment for violating this policy, this may affect your ability to be placed on future assignments with Kinetic Personnel Group. Being released from an assignment does not mean you have been

terminated from Kinetic Personnel Group, you may still be considered for future opportunities. This policy does not alter the at-will nature of your employment and does not entitle employees to any progressive discipline for failing to meet the Company's punctuality and attendance standards.

Should you fail to report to work for three (3) consecutive days and fail to notify the appropriate parties, it will be considered job abandonment (a voluntary resignation).

Employee Classifications

At the time of hire, employees are classified as full-time, part-time, or temporary and are also classified as Exempt or Non-Exempt, which will determine if you qualify for overtime pay. If you have a question as to your job classification, please contact your manager or a Kinetic Personnel Group HR Representative.

- **Full-time:** An employee who works 30+ hours per week.
- **Part-time:** An employee who works fewer than 30 hours per week. Part-time employees are not eligible for benefits, except those mandated by law.
- **Exempt:** An employee who, because of their positional duties and responsibilities and level of decision-making authority, are Exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and applicable state law.
- **Non-Exempt:** An employee who is NOT exempt from the overtime provisions of the FLSA and applicable state law.

An employee's EXEMPT or NON-EXEMPT classification may be changed based on full-time/part-time status hours worked, job function, job duties and pay. *Please refer to Appendix, Section Benefits for more information.*

Paydays

The normal paydays are weekly on Fridays. If the normal payday should fall on a work holiday, payday will be the previous workday. It is every employee's responsibility to ensure their time is recorded accurately. Please inform your supervisor or payroll immediately if you have any missed punches or time entry errors. Employees are able to view time entries at the close of each pay period. Kinetic Personnel Group is committed to ensuring complete and accurate paystubs. If you believe there is an error in your pay, please report it immediately to your supervisor or to payroll.

Overtime for Non-Exempt Employees

Only actual hours worked in a given workday or workweek can apply in calculating overtime. Kinetic Personnel Group will attempt to distribute overtime evenly and accommodate individual schedules. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees. **All overtime work must be previously authorized by your Staffing Manager/Recruiter or by a Client Supervisor but will be paid regardless of whether it was previously authorized.** However, if you fail to obtain previous authorization, you may be disciplined for failure to do so. Kinetic Personnel Group provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

All hours worked in excess of 8 hours in one workday or 40 hours in one workweek will be treated as overtime. A standard workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:01 a.m. However, you may be assigned to a Client Company with an alternative work week.

Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one-and-one-half times the employee's regular rate of pay.

Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Rest Periods

All non-exempt employees are entitled to periodic rest period periods during their workday. If you are a non-exempt employee, you will be paid for all such break periods. You are expected to take breaks according to the following schedule. You are expected to return to work promptly at the end of any rest period.

You must take the following minimum rest periods:

Number of Actual Hours Worked Per Shift	# of 10 Minute Rest Periods	Comments
Fewer than 3.5	0	A non-exempt employee who works fewer than 3.5 hours in a workday is not entitled to a rest period.
3.5 to 6	1	A non-exempt employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest period.
More than 6.0 to 10.0	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest periods.
More than 10.0 to 14.0	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to three 10-minute rest periods.

The Company will understand that you have been provided the opportunity to take your rest periods, as set forth in this Employee Handbook, unless you notify your Staffing Manager/Recruiter or Client Supervisor.

Number of Rest Periods / Permissible Activities

You will be authorized and permitted one (1) 10-minute rest period for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest period need not be authorized for employees whose total daily work time is fewer than three and one half (3.5) hours. Employees will be relieved of all duties during any rest period and are expected to turn off any work-related communication devices, including company phones, radios or pagers. There will be no control over your activities during your rest periods. During your rest periods, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any rest period. If any work is performed during a rest period, or if the rest period is interrupted for any work-related reason, the employee is entitled to another uninterrupted rest period. Employees are NOT permitted to take smoke breaks in addition to their 10-minute breaks.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) 10-minute rest period. If you work more than six (6) hours and up to ten (10) hours, you will be entitled to two (2) 10-minute rest periods. If you work more than 10 hours and up to 14 hours, you will be entitled to 3 rest periods that last at least 10 minutes.

The Company will provide a reasonable amount of break time to accommodate you to express breast milk. This break time, if possible, shall run concurrently with the rest periods already provided to you. For additional information, please review the Lactation Accommodation policy.

Timing of Rest Periods

You are authorized and permitted to take a rest period in the middle of each four-hour work period, or major fraction thereof. You are not permitted to take your rest periods at the end of your shift or stack your rest periods and meal periods together.

Kinetic Personnel Group also provides cool down rest and recover periods as needed to prevent heat illness for employees as required under California law.

Meal Periods

All non-exempt employees will be provided an uninterrupted unpaid meal period of 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. You are expected to turn off any work-related

communication devices, including company cell phones, radios or pagers. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period, and to clock in before returning to work.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. Kinetic Personnel Group requires a signed meal break waiver, which will be provided to you by HR. Signing such a waiver is entirely voluntary.

You must take the following minimum meal periods:

Number of Actual Hours Worked Per Shift	# of 30-Minute Meal Periods	Comments
0 to 5.0	0	A non-exempt employee who does not work more than five hours in a workday is not provided with a meal period.
More than 5.0 to 10.0	1	A non-exempt employee who works more than 5 hours in a workday, but who does not work more than 10 hours in a workday, is provided with a 30-minute meal period, which should be taken within the first 4.5 hours of work but in any event may not start later than the end of the fifth hour of work, subject to any meal period waiver in effect.
More than 10.0	2	A non-exempt employee who works more than 10 hours in a workday is provided with a second 30-minute meal period available before working more than ten hours, subject to any meal period waiver in effect. The meal period waiver does not apply if the employee works more than 12 hours, and the second meal period cannot be waived if the employee works more than 12 hours.

The Company will understand that you have been provided the opportunity to take your meal periods, as set forth in this Employee Handbook, unless you notify Staffing Manager/Recruiter or Client Supervisor.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. You should aim to take your meal period within the first 4.5 hours of your shift, but in no event should you take your meal break after your fifth hour of work. For example, if you begin work at 8:00 a.m., you should start your meal period by 12:30 a.m., and in no event should you start your meal period later than 12:59 a.m. (which is before the end of your fifth hour of work).

Second Meal Period

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

If your total work period for the day is more than 10 hours per day but no more than 12 hours, you may waive the second meal period if you did not waive your first meal period. This cannot be done without the written mutual consent of you and your supervisor. Kinetic Personnel Group requires a signed meal break waiver, which will be provided to you by HR. Signing such a waiver is entirely voluntary, and you may reject the meal period waiver at any time.

Timing of Second Meal Period

The second meal period will be provided no later than the end of your 10th hour of work. For example, if you begin work at 8:00 a.m., you must start your second meal period by 6:29 p.m. (which is before the end of your tenth hour of work if your off-duty first meal period was 30 minutes).

Recording Meal Periods

Non-exempt employees must clock out for any meal period and record the start and end of the meal period. If for any reason you are not provided (scheduled) a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify HR.

Anytime you miss a meal period that was provided to you, work during any portion of a provided meal period, take a late meal period (after the end of your fifth hour of work), or take a meal period shorter than 30 minutes, you must report this to HR and document the reason for the missed meal period or time worked.

Noncompliant meal and rest periods will result in a premium payment of one hour at the regular rate of pay, as required by applicable law.

Rest and meal periods are legally required for non-exempt employees and are not optional. Failure to take rest and meal periods in accordance with this policy is grounds for discipline, up to and including termination of employment.

Reporting Time Pay

Kinetic Personnel Group will pay a non-exempt employee for one half (½) of the employee's regularly scheduled workday for shifts two (2) or more hours in length, with a minimum of two (2) hours pay and not to exceed four (4) hours pay, at the employee's regular rate of pay, if the employee reports to work on a scheduled workday and is not put to work or is given less than half of the employee's usual or scheduled day's work. Kinetic Personnel Group will not pay the employee for reporting to work if the interruption of work is due to the failure of any public utility, or is due to an act of God or other cause not within the Company's power to control.

Travel Time Pay

Some non-exempt positions within Kinetic Personnel Group require travel. If you are non-exempt and are required to travel in the course of conducting your work, you will be paid the following way:

- If you report to the workplace or otherwise commence work and then are required to travel to another site for the work day, travel time to the assigned workplace will be paid.
- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular workplace, the Company will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant work place, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

All necessary expenses incurred in connection with work-required travel will be reimbursed. Mileage is reimbursed to any employee using their personal vehicle for work-related travel outside their commute at the applicable IRS standard mileage rate. Submit for any travel-related reimbursement following the procedure set forth in the Business Expenses policy.

Business Expenses

Kinetic Personnel Group reimburses employees for all necessary business expenses incurred in the performance of regular work duties, including for reasonable business travel expenses incurred while on assignments away from the normal work location and for business use of personal communication devices (*e.g.*, cell phones). Before incurring any business expense on behalf of the company, employees must read and comply with any and all expense policies and procedures issued by the Company. All expenses must be accounted for within the month occurred. Expense reports are to be submitted with biweekly timesheets and will be paid within 30 days. Each request must be fully itemized, including the amount, date, place, and essential character of the expense incurred, and include any receipts. Expense claims received after the applicable cutoff date will be paid on the subsequent payroll run. If you have any questions about the Company's business expense policy, contact your supervisor or HR.

Please see Expense Reimbursement & Reporting Policy for additional information.

Direct Deposit / Wage Statements

For your convenience, Kinetic Personnel Group provides the service of depositing your pay directly into your bank account. Employees are invited to take advantage of this convenience. Please be sure your account information on file with the Company is always up to date. Contact the Company to change your account information.

Kinetic Personnel Group is committed to providing employees with complete and accurate wage statements. For employees on Direct Deposit, this information is available for you to view and print on the Kinetic Personnel Group portal page. Please reach out to HR to request paper copies of your wage statements.

If you have any questions about the information contained in or accuracy of your wage statement, please contact HR.

Pay Deductions

Kinetic Personnel Group makes three types of deductions from your pay: Federal and State taxes and mandatory contributions (e.g., CalSavers), as required by law, deductions you have authorized yourself such as payment of benefits or repayment of an advance, and deductions required by a third party as a result of a levy, tax lien, child support payments and/or any other type of wage garnishment. Federal, State, and local (where applicable) taxes are withheld according to the amounts and guidelines set forth by the applicable government agencies. The amounts vary based on your state of residence, your earnings, marital status, and the number of dependents. Amounts of the various deductions are shown on your paycheck stub. If you have any questions, please contact HR.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to the Company's benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week;
- Works less than a full week during the initial or final week of employment; or

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

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to HR, and it will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Payroll Safe Harbor

Every effort is made for your pay check to be 100% accurate. If you discover any error with your paycheck bring it to the attention of Payroll as soon as you become aware of it so it may be promptly corrected. You may do so in person, by phone or email to Payroll or HR.

STANDARDS OF CONDUCT

Prohibited Conduct

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

- Falsifying employment records, employment information, or other Company records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Using abusive language at any time on Company premises;
- Failing to notify a supervisor when unable to report to work;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Working under the influence of or possessing alcohol or illegal drugs, including marijuana; and
- Possessing, manufacturing, distributing, selling, transferring, or using alcohol or illegal drugs, including marijuana, in the workplace, while on duty, or while operating Company-owned vehicles or equipment.

These Standards of Conduct do not prohibit activity protected by the National Labor Relations Act including employees' right to engage in "concerted activities" under Section 7 of that Act.

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

Use of Client Computers

Clients may provide computers, electronic communications, electronic information, and information technology resources, including the Internet, to our employees to help them do their job. Client computers must never be used for anything but client business. You are prohibited from engaging in any of the following activities on client computers:

- Internet surfing unrelated to work purposes
- Sending or receiving personal or potentially offensive e-mail
- Playing computer games
- Personal correspondence or projects
- Loading or unloading software

Employees should be especially careful about what they send via e-mail. E-mail does not carry the same right to privacy that is provided by the US Postal Service. Our clients may choose to monitor the content of your e-mail transmissions.

Drug and Alcohol Abuse

Kinetic Personnel Group is committed to maintaining a drug-free workplace. We consider drug and alcohol use to be detrimental to a safe and efficient workplace. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service. At no time shall any employee be under the influence of any controlled drug or alcohol while on the job, including but not limited to marijuana (with, or without, prescription).

No employee shall engage in the manufacture, distribution, sale, possession, or use of illegal drugs, drug paraphernalia, or other controlled substances or be under the influence of alcohol or illegal drugs while in the workplace, while on Kinetic Personnel Group or client company premises, while operating a vehicle in furtherance of the Company/client company business, at a Kinetic Personnel Group or client company sponsored event or activity, or at any other location where they are performing work for or representing the Company/client company, or while otherwise engaged in Kinetic Personnel Group or client company business off premises. Because out-of-work conduct can have a serious impact on the workplace and the reputation of Kinetic Personnel Group, the Company further strictly prohibits the manufacture, distribution, sale, possession, or use by its employees, agents, or contractors of illegal drugs or other controlled substances at any time regardless of whether on or off duty or on or off Company premises. Kinetic Personnel Group views any violation of this policy as extremely serious. As such, violations of this policy may result in disciplinary action, up to and including termination of employment.

In accordance with applicable law, the Company will not discriminate against an employee based on their use of cannabis off the job and away from the workplace. But in no case may an employee use or possess cannabis at work or during work time or work while impaired.

Kinetic Personnel Group expects every employee to cooperate in the effort to maintain a drug-free workplace. Resources may be available through the Company's health insurance plan for treatment or counseling relating to substance abuse. Simply stated, illegal drugs have no place at Kinetic Personnel Group and cannot and will not be tolerated under any circumstances.

Company employees who are of legal drinking age are permitted to responsibly consume alcohol on Kinetic Personnel Group or client company property or at on Kinetic Personnel Group or client company sponsored events, only outside of work hours and when explicitly approved by management. Such use is voluntary, and employees may not pressure or coerce others to participate in such use. "Responsible use" means that your judgment is not impaired, that your behavior remains professional and courteous, and that you are in compliance with this policy, our Conduct Rules, and all local laws. The Company will provide transportation home (or reimbursement for transportation) for those employees who consume alcohol at appropriate Company or client company-sponsored functions.

The following rules and standards of conduct apply to all employees either on Company/client company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on the job;
- Possession or use of cannabis or being under the influence of cannabis while on the job;
- Driving during work hours while under the influence of alcohol or an illegal or controlled substance; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. Kinetic Personnel Group also may bring the matter to the attention of appropriate law enforcement authorities. To enforce this policy, Kinetic Personnel Group reserves the right to conduct searches of Company property or employees and/or their personal property, including their vehicles, and to implement other measures necessary to deter and detect abuse of this policy.

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. An employee taking medication should consult with a healthcare professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to their HR representative. Employees are not required to reveal the name of the medication or the underlying medical condition. Kinetic Personnel Group reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability

to perform safely. Kinetic Personnel Group will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Any employee who violates this policy will be subject to discipline, up to and including termination of employment.

We recognize that employees suffering from alcohol or drug dependence can be treated and encourage any employee to seek professional care and counseling before any violation of this policy. Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will provide such employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave or, if eligible, Family/Medical Leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work. An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

In accordance with applicable law, and in furtherance of this policy, Kinetic Personnel Group may perform drug testing pre-employment; prior to a new work engagement where required by client; with reasonable suspicion; post-accident, with reasonable suspicion or if the accident was serious; after an employee has participated in a rehabilitation program; or when required by state or federal law or regulation in accordance with all applicable state and federal laws. Any drug testing will not screen for nonpsychoactive cannabis metabolites, in accordance with applicable law. If this occurs, your Staffing Manager will direct you to an appropriate medical facility for testing.

Completion of Assignment

Kinetic Personnel Group offers a variety of assignment opportunities varying in duration. All assignments follow our At-Will policy. If you are released from an assignment and/or leave an assignment voluntarily, you may be considered for future opportunities; it does not mean you have been terminated from Kinetic Personnel Group. However, if a new assignment has not been found within thirty (30) days of the end of the last assignment, employees will be effectively terminated as of the last date of active employment and will need to reapply for new employment.

Operation of Motor Vehicles

Employees are strictly prohibited from driving a motor vehicle during the course of employment with Kinetic Personnel Group unless they have been specifically approved to do so. This restriction applies to all vehicles, not just an employee's personal vehicle. Driving approvals are issued by Kinetic Personnel Group management and must be in writing. Employees who drive their own vehicles on Company business will be reimbursed at the current IRS-approved rate per mile.

When driving is required for the job and approved by the Company, the Company retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, who fails to maintain personal automobile insurance coverage, or who is uninsurable under the Company's policy. The employee must agree to have their driving history checked and must submit proof of insurance before an approval will be granted.

If a client asks you to drive a vehicle other than your own during the course of your assignment, you must not drive that vehicle until you have received approval from your Kinetic Personnel Group Staffing Manager.

Prohibited Use of Cell Phone

The use of personal cell phones is prohibited during working hours unless in an emergency, defined as (1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite; or (2) an order to evacuate a workplace, a worksite, an Employee's home, or the school of an Employee's child, caused by natural disaster or a criminal act. Under no circumstances should an employee place calls, receive calls, send, receive and/or read text messages on Company time unless there is an emergency that must be reported or handled. Personal cell phones are not required for work, and if a cell phone is needed, a Company cell phone will be issued. Employees should not use text messaging for work communication purposes.

Dress Policy

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

- **Grooming:** General appearance must be neat and clean. Clothing and hairstyles must be suitable for business. Hair shall be clean. Beards and mustaches must be neatly trimmed.
- **Acceptable attire:**
 - Button down and/or collared shirts, blouses or other 'dress' shirts
 - Dresses and skirts
 - Slacks, 'Docker' style cotton twill slacks, typical dress slacks
 - 'Polo' style shirts, knit shirts
- **Unacceptable attire:**
 - Excessively short or baggy shirts, pants, dresses, or skirts
 - Jeans
 - Lycra / spandex shirts or pants
 - Shorts
 - Sweatshirts, sweatpants, or jogging suits
 - T-shirts or tank tops, including midriff shirts, halter tops, spaghetti straps, and see-through shirts
- **Miscellaneous:**
 - Nails: Must be kept clean, well-manicured and of a moderate length.
 - Footwear: Must be appropriate for a professional business setting. Tennis shoes and sandals are not deemed appropriate unless approved by a client supervisor.
 - Accessories: Jewelry, such as earrings, necklaces and rings may be worn if they are appropriate for a business setting.
 - Body Piercings: Earrings may only be worn in the earlobes and are limited to two per lobe. Piercings may not be visible on any other body part (nose, tongue, eyebrow, etc.).
 - Tattoos: Cannot be visible or exposed on any part of the body not covered by clothing.
 - Hats: Unacceptable, except for those who cover their heads to comply with religious practices.

Employees requesting an accommodation of this policy due to sincerely held religious beliefs or disability should contact their Kinetic Personnel Group Staffing Manager.

Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the client, its suppliers, its customers, or perhaps even fellow employees. You must not reveal or divulge of any such information unless it is necessary for you to do so in the performance of your duties, or unless otherwise required or permitted by law. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and employees will be disciplined, up to and including termination; further, legal action may be taken by the Company against any employee who violates this policy.

Business Conduct and Ethics

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

Co-Worker Relationships

It is the Company's policy not to discriminate against an individual because of that person's marital status or because the individual may be related to another Company employee. However, if such a relationship arises, the employees involved should immediately inform Human Resources of the circumstances. The Company reserves the right to take appropriate action if, in the Company's sole discretion, such relationships interfere with safety, security, or morale at the Company. There are two situations in which the Company may take an employee's relationship with another employee into account:

- a. An employee cannot be in a supervisory relationship with another employee who is a Relative or to whom the employee is married. In addition, supervisors should avoid real or apparent opportunities for favoritism or conflicts of interest regarding the employment of Relatives. For purposes of this policy, a "Relative" is defined as any family member, including but not limited to, an employee's spouse, domestic partner, sibling, parent, child, cousin, grandparent, grandchild, and step-family.
- b. A supervisor should not date or otherwise form special social relationships with Company employees that could result in real or apparent opportunities for favoritism or conflicts of interest. In addition, no supervisor should date or form special social relationships with someone directly under their supervision. However, if such a relationship exists or develops, the supervisor must advise Human Resources of the relationship so that appropriate measures can be taken to avoid real or apparent favoritism or conflicts of interest.
- c. An employee's ability to exercise good judgment in their job duties and responsibilities is compromised due to the relationship.

Even if employees are in a personal relationship that presents no obvious conflict of interest, the Company still may require the employees to sign a memorandum confirming that the relationship is consensual and that nothing has been promised or received in exchange for the relationship.

In addition, all employees are expected to treat each other in a professional and courteous manner. It is important that we respect each other's talents and differences and that when issues arise, we approach them in a constructive manner and treat each other as we would want to be treated.

Housekeeping

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

Personal Items

In order to ensure that the Company can manage its business effectively and so that employees can work safely and effectively while on job assignments at client companies, employees are expected to refrain from taking personal items of value with them to job assignments. If an employee finds that they do not have the appropriate accommodations to accomplish an assigned task, they should contact their Staffing Manager at Kinetic Personnel Group and request further accommodations. Personal items that employees take with them to job assignments in violation of this policy may be discarded when the employee's job assignment ends without the employee's consent and without compensation to the employee for replacement items.

Parking

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

Solicitation and Distribution of Literature

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. Working time is defined below.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activities are directed.

"Working time" includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are properly not engaged in performing their work tasks.

This policy does not prohibit activity protected by the National Labor Relations Act including employees' right to engage in "concerted activities" under Section 7 of that Act.

Conducting Personal Business

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

Use of Client Exercise Facilities

Employees are not permitted to use client exercise facilities without written authorization from Kinetic Personnel Group.

EMPLOYEE BENEFITS

Paid Holidays

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

To qualify, you must have accumulated 1,500 work hours within the preceding 52 weeks to the holiday. You must also work for at least 38 hours in both the week before and the week after the holiday. Maximum holiday pay is 8 hours times your base hourly pay rate at the time of the holiday. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Performance Bonus

Employees may be eligible for discretionary bonuses based on performance. Your supervisor or the Company will inform you if you have been awarded a discretionary bonus.

Paid Sick Days

The Company provides paid sick days to eligible employees to protect them against financial losses that would otherwise result from an unavoidable absence from work. All employees (including full-time, part-time, seasonal, and/or temporary) who have worked 30 or more days with the Company within a year from the start of their employment are eligible for paid sick days.

Eligible employees will accrue paid sick days at a rate of one hour for every 30 hours worked. Employees begin to accrue paid sick days at the commencement of employment and can begin to use paid sick days beginning on the 90th day of employment, after which day employees may use accrued sick days as they are accrued. The minimum increment for use of paid sick leave shall be two hours. Exempt employees are presumed to work 40 hours per week unless their normal workweek is less than 40 hours, in which case they are deemed to work the hours in their normal workweek.

Each employee's use of paid sick days is limited to 40 hours or five days (whichever is greater) in each year of employment. Each employee's total accrual of sick days is capped at 80 hours. Unused accrued paid sick days will carry over to the following year of employment. Employees will not be paid for unused sick days upon termination, resignation, retirement, or other separation from employment with the Company. If an employee separates from Company and is rehired by Company within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated, and the employee shall be entitled to accrue additional paid sick days immediately upon rehiring.

Employees may use their accrued paid sick days to take paid time off for preventable care or diagnosis, care, or treatment of the employee's illness, injury, or health condition, or that of a family member which includes a child, spouse, parent (including step-parents and parents-in-law), registered domestic partner, grandparent, grandchild, sibling, legal guardian, ward, or a person designated by the employee. An employee is entitled to designate a single individual once every 12 months with Human Resources for purposes of exercising leave under this policy.

Leave under this policy may also be used for employees who are the victims of or whose family member is a victim of qualifying acts of violence, which include domestic violence, sexual assault, stalking, or any act in which an individual (i) causes bodily injury or death to another individual; (ii) exhibits, draws, brandishes, or uses a firearm or other dangerous weapon, with respect to another individual; or (iii) uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. These employees may use paid sick leave to

obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

Employees who are the victims of or whose family member is a victim of qualifying acts of violence, as defined above, may also use paid sick leave for the following purposes:

- To obtain or attempt to obtain any relief for the family member, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.
- To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

An employee may not use paid sick leave for vacation or any other personal time off. Employees may request and use sick leave under this policy without fear of retaliation or discrimination, which the Company policy prohibits.

Employees requesting time off under this policy must designate this time off as "sick" time. If the need to use sick leave is foreseeable, employees must provide reasonable advance notice to their Staffing Manager at Kinetic Personnel Group and or their direct supervisor at the Client Company where they are assigned. If the need to use sick leave is unforeseeable, then employees should provide notice as soon as practicable. Employees who take more than five days of leave will be required to provide appropriate documentation to HR in support of the leave taken, to the extent permitted by law. Paid sick leave must be taken in minimum increments of two hours or more. Nonexempt employees will be paid at the regular rate for each hour of sick leave taken, based on the length of the scheduled time that was missed. But if a non-exempt employee has had different hourly rates in the 90 days before using sick leave, or was paid by commission or piece rate, or was a nonexempt salaried employee, the sick leave rate of pay is calculated by dividing the employee's total wages, excluding overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Exempt employees will continue to receive their full salary while taking the paid sick leave days and do not receive additional compensation beyond their normal salary

Employees may choose to have leave under this policy run concurrently with leave taken under other applicable policies as well as under local, state, or federal law, including but not limited to the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Lactation Accommodation Policy

Kinetic Personnel Group accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child, which shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

We will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room, private office, or other private location (other than a toilet stall or bathroom) that is located close to the employee's work area. Such space will meet the requirements of the California Labor Code, including a safe and clean location free of hazardous materials, a surface to place a breast pump and personal items, a place to sit, and access to electricity. The Company will also provide a sink with running water and a refrigerator for storing breast milk close to

the employee's work area. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact their Kinetic Personnel Group Staffing Manager orally, by email, or in writing to request accommodations. Your Staffing Manager will respond to your accommodation request indicating the approval or denial of the break request. If the Company is unable to grant your accommodation request, the Company will provide a written response to your request.

Discrimination or retaliation related to lactation or coercion, intimidation, threats, or interference with your ability to exercise your lactation rights under state and federal law is prohibited. Employees have the right to file a complaint with the Labor Commissioner for any violation of rights provided under the California Labor Code regarding lactation accommodations.

Injuries at Work and Workers' Compensation

If you are injured or become ill on the job, report it immediately to your supervisor or a Kinetic Personnel Group Staffing Manager. Arrangements will be made for any necessary treatment and/or completion of important claim forms, if applicable. For your own protection, report all injuries promptly, regardless of their apparent severity.

The Company provides a workers' compensation program in accordance with applicable law, which covers work-related injuries and illnesses. It is extremely important that any injury occurring during or as a result of employment be reported immediately, regardless of how minor it may seem. Failure to timely report any accident, illness, or injury may affect an employee's eligibility for any workers' compensation benefits to which they may be entitled. Employees who file fraudulent claims will be subject to termination.

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

EMPLOYEE SAFETY

All employees have the following rights under State and Federal law:

The right to be advised of occupational safety and health hazards and receive training on safe work conditions, practices and personal protective equipment. The right to request safety information or make safety suggestions without fear of reprisal.

Our goal is to ensure that our client companies provide a safe workplace for our employees. Pursuant to this goal, all employees have a duty to comply with the following requirements:

Comply with working conditions, safe work practices and personal protective equipment requirements for your job. Report all unsafe conditions to your supervisor immediately.

If assigned to a client location, report any change in job assignment to your Kinetic Personnel Group Staffing Manager immediately. (Example: Assume that you are a receptionist assigned to a client location. Assume further that your client supervisor asks you to spend the day moving heavy 40-pound file boxes. In this situation you should call us immediately!)

We sincerely hope you are never injured, but if you are injured, we want you to have the best medical care possible. At Kinetic Personnel Group, nothing constitutes a greater emergency than when an employee is injured. Please help us to do our job by reporting job related injury or illness, no matter how minor, immediately. Report the accident even if medical treatment is not necessary. We will respond appropriately according to the severity of the illness and injury. We'll also send you an Employee's Claim Form (DWC-1) for Workers Compensation Benefits, which you should complete and return to us within three (3) days.

Safety Policy

Accident prevention is considered to be of primary importance in all phases of our operation and administration. We intend to provide safe and healthy working conditions for all employees, and we insist upon safe practices at all times.

Federal and State Occupational Safety and Health Acts and good safety practice requires that all employers provide safe and healthful working conditions for all of their employees. This requirement is especially difficult for a temporary help service, as we have little control over the facilities where the majority of our employees work. However, we have an obligation to ourselves, to our employees, and to our customers to ensure that the work assigned by our customers to our employees is free of unsafe working conditions and/or hazards.

In order to meet these obligations, we ask that you advise us of potential safety hazards that you may observe at our client company locations. Our primary goal is to achieve the greatest degree of freedom from accidents and to ensure that every employee is provided a safe and healthy working environment, free from recognized hazards.

Additionally, in compliance with California law, the Company maintains an Injury and Illness Prevention Program. A copy of the Company's Injury and Illness Prevention Program is available to all employees, and all employees are required to read it and adhere to all safety policies.

Employee Responsibilities

Every employee is responsible for complying with safety rules, postings, and instructions. Follow the safety regulations that have been established, some of which have been listed below, to protect you and your fellow workers.

1. Familiarize yourself with all Company and/or site safety materials, including the Injury and Illness Prevention Plan, Emergency Action Plan, and all other safety posters and materials.
2. Check for updates on safety policies, forms and procedures.
3. Report all injuries or unsafe practices to your supervisor.
4. Report any hazards or unsafe conditions to your supervisor. You may report any hazards, unsafe conditions, or practices anonymously to HR.
5. Ask your supervisor the safe procedure for performing a task, if you are not certain.
6. Use the safeguards provided; never remove safety signs or guards.
7. Do not run or participate in horseplay in the office or workplace.
8. Know the location of fire exits, alarm boxes, and firefighting equipment in your department.
9. Keep all aisles, walkways, and passageways clear.
10. Use fire-fighting equipment only for fighting fire, unless your supervisor grants special permission.
11. Do not use makeshift ladders. Use the proper ladder for the job and set it securely.
12. Correctly lift heavy objects, keep your back straight, and use your leg muscles. Request help if needed.
13. Call your supervisor for electrical repairs; do not attempt to do them yourself.
14. Be sure your workspace is set-up in an ergonomically correct manner.

Job Assignments

You will be given a job description each time you are given a job assignment at one of our client companies. Call us immediately if, in the course of your assignment, that job description should change.

Each individual employee needs to know and understand the following:

- No employee is expected to undertake a job until they have received instructions on how to do it properly and has been authorized to perform that job.
- No employee should undertake a job that appears to be unsafe or use chemicals without understanding their toxic properties.
- Mechanical safeguards must be in place and kept in place.
- We expect you to report to us all unsafe conditions encountered during your work.
- Any injury or illness suffered by our employees, even a slight one, must be reported to your Kinetic Personnel Group Staffing Manager.

Security

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

risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Ergonomics

The Company is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company or its client will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. We encourage safe and proper work procedures and require all employees to follow safety instructions and guidelines.

The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

Soft tissue injuries to the hands, arms and wrists are common to office workers. These types of injuries, if not promptly addressed, can be debilitating and may even require surgery to correct.

It is critically important that you contact us immediately if you feel pain in your hands, arms or wrists. We will conduct an ergonomics evaluation to determine if the pain is related to the configuration of your workstation and, if so, we will take steps to reduce the risk of further injury.

LEAVES OF ABSENCE

Family and Medical Leaves ("FMLA" and "CFRA")

1. Eligibility Conditions

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed for at least 12 months;
- The employee has worked at least 1,250 hours of service during the previous 12-month period immediately before the leave would begin; and
- For FMLA only, the employee worked within a 75-mile radius of 50 or more employees of the organization.

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

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care within 12 months following birth or placement of the child;
- For incapacity due to pregnancy, prenatal medical care, or childbirth (FMLA only);
- To care for an immediate family member (spouse; registered domestic partner; child, whether biological, adopted, foster, step child, legal ward, domestic partner's child, or person to whom the employee legally stands in place of the parent); parent; parent-in-law, including of registered domestic partner; sibling, including adopted and step-siblings; grandparent; grandchild; or a designated person* who related to the employee by blood or is the equivalent of a family member) with a serious health condition; or
- For a serious health condition that makes the employee unable to perform their job.

**An employee is entitled to designate a single_applicable individual once every 12 months with Human Resources for purposes of exercising this leave.*

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the Company uses a calendar year. For leave to care for a covered service member under the below Military Family leave Entitlements, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Any leave taken pursuant to this policy, any other Company policy, or applicable law that qualifies as leave under FMLA and/or CFRA will be counted against the employee's available leave under the applicable Company policy and law, as well as the available leave under the FMLA and/or CFRA, to the extent permitted by applicable law. To the extent an employee's leave qualifies as both FMLA and CFRA leave, such leave will be contemporaneously designated as both FMLA and CFRA leave.

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

Additional Leave in Connection with Pregnancy Disability Leave

Leave because of the employee's disability for pregnancy, childbirth, or related medical condition is covered by FMLA, but not CFRA. Thus, once you exercise Family/Medical leave for a pregnancy-related disability, you may be eligible for up to an additional 12 weeks of Family/Medical Leave under the CFRA for reasons other than pregnancy-related disability (for example, to bond with a new child). The amount of any such available Family/Medical Leave will be reduced by any other CFRA leave taken during the 12-month period, or once the employee has exhausted pregnancy disability leave and has given birth, the employee may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Regardless of whether you first exercise Family/Medical Leave for pregnancy-related disability, any leave taken for the birth, adoption, or foster care placement of a child ("Bonding Leave") will be granted in minimum amounts of two weeks. But the Company will grant a request for Bonding Leave of less than two weeks' duration on two occasions. Any Bonding Leave must be concluded within one year of the birth or placement of the child with the employee.

2. Military Family Leave Entitlements

Qualifying Exigency Leave: Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Military Caregiver Leave (covered by FMLA only): Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered service member, who is the employee's parent, child, spouse or next of kin, during a single 12-month period, which begins on the first day an eligible employee takes leave for this purpose and ends 12 months after that date. An eligible employee who takes Military Caregiver Leave may not take more than 26 weeks of FMLA leave in a single 12-month period, including any leave taken for another FMLA -covered reason. A covered service member is either:

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

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

3. Insurance Coverage

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of the applicable 12 or 26 workweek limit) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The employee must continue to pay the share of the health benefit costs that they paid before the beginning of the leave if they wish such coverage to continue during the leave. The employee must pay their share of the premiums either through increased payroll deductions before the leave begins (when the need for leave is foreseeable) or, if the employee prefers, through separate payments that are made to the Company every pay period at the same time as such payments would be made if paid by payroll deductions. If an employee does not pay their share of the premiums for the period of the leave, coverage will cease in accordance with the provisions of the law. The employee

may thereafter reinstate coverage immediately following the leave if the employee resumes payment of their share of the premiums in a timely manner. The continued participation in health benefits begins on the date leave first begins under Family and Medical Leave Act (e.g., for pregnancy disability leaves) or under the Family and Medical Leave Act/California Family Rights Act (e.g., for all other family care and medical leaves). In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

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

4. Advance Notice

Contact your Staffing Manager as soon as you realize the need for family/medical leave. Employees are required to give advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must provide at least 30 days advance written notice to the employee's Staffing Manager. If the leave is not foreseeable at least 30 days in advance, the employee must give as much advance notice as is practicable. A medical certification must be provided to support a request for a leave required because of a serious health condition. Failure to provide notice in compliance with this policy or a satisfactory certification may result in the denial or postponement of leave. Additionally, you should comply with the Company's usual call-in procedures, absent unusual circumstances (please see Attendance Policy for additional information).

Where practicable, an employee should consult with his or her Kinetic Personnel Group Staffing Manager regarding scheduling of any planned medical treatment or supervision in order to ensure the employee obtains appropriate leave and to minimize disruption to the operations of the Company.

5. Medical Certification

For Family/Medical Leave due to an employee's own serious health condition or the need to provide care to an immediate family member with a serious health condition, the Company requires the employee to provide medical certification within 15 days of any request, unless it is not practicable to do so. If the need for the leave is foreseeable, the medical certification should be provided to the Company before the leave begins, to the extent practicable.

If the employee does not provide medical certification in a timely manner to substantiate the need for Family/Medical Leave, the Company may deny or delay approval of the leave. Periodically, the Company may require recertification during the leave and may ask for clarification and authentication of any certification received. Certification forms are available from HR.

If the Family/Medical Leave request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a healthcare provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company. If the second opinion differs from the first opinion, Kinetic Personnel Group may require, at its expense, the employee to obtain the opinion of a third healthcare provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on Kinetic Personnel Group and the employee.

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider or other certification allowed by law. Such certification must be provided within 15 days after the leave is requested. Certification forms are available from HR.

6. Unpaid Leave and Substitution of Paid Leave

Generally, Family/Medical Leave is unpaid. Accrued sick and vacation hours may be used in adherence with applicable policies and law for otherwise unpaid Family/Medical Leave. You will not receive pay for holidays that are observed by

the Company during your Family/Medical Leave except during those periods when you are substituting sick leave or vacation for unpaid Family/Medical Leave.

In addition, you may be eligible for wage replacement through state disability insurance, compensation benefits, Paid Family Leave (PFL) insurance benefits, or any other disability leave plan ("Wage Replacement"). If you are receiving Wage Replacement, you may elect to also use accrued and available sick and vacation hours (as applicable), but generally, you may not receive more than an amount equal to 100% of your regular pay. The substitution of paid leave, regardless of the source (whether Wage Replacement, sick leave, or vacation), for unpaid leave time does not extend the maximum Family/Medical Leave period.

Employees on Family/Medical Leave will not continue to accrue sick and vacation hours during unpaid Family/Medical Leave.

7. Intermittent and Reduced Schedule Leave

Family/Medical Leave taken for Employee Medical, Family Care, and Military Caregiver leaves (as defined above) may be taken intermittently in separate blocks of time during a single covered health condition or on a reduced schedule (*i.e.*, reducing the number of hours an employee works during a workday or workweek), if medically necessary. Employees are required to make reasonable efforts to schedule medical treatments so as not to unduly burden and disrupt Company operations, to the extent approved by the appropriate healthcare provider. If the intermittent leave or reduced schedule is foreseeable based on planned medical treatment, the Company may temporarily transfer the employee to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave.

Qualifying Exigency Leave also may be taken intermittently or on a reduced schedule. Bonding Leave (or Birth/Placement Leave) cannot be taken on a reduced schedule without the Company's consent and is subject to the intermittent leave restrictions noted above.

8. Status While on Leave

During a Family/Medical Leave, you will be required to contact your Staffing Manager periodically to report on your status and intention to return to work.

9. Returning from Leave

Under most circumstances, upon return from Family/Medical Leave, an employee will be reinstated to their same position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions, subject to any applicable exceptions. But an employee has no greater right to reinstatement than if they had been continuously employed rather than on Family/Medical Leave.

The Company will require certification by the employee's healthcare provider that the employee is fit to return to work. Employees failing to provide certification by the health care provider of the employee's fitness to return to work, when required to do so, will not be permitted to resume work until the certificate is obtained.

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue paid time off during unpaid Family and Medical Leave Act/California Family Rights Act leave.

10. Administration of Policy

This policy will be interpreted and applied in accordance with the applicable federal, state, and local laws, and to the extent that this policy may conflict with these laws, those laws are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

For additional information about eligibility for Family/Medical Leave, contact HR.

Pregnancy Disability Leave (PDL)

If you are disabled due to pregnancy, childbirth or related medical consideration, you are eligible under California law for an unpaid leave for up to four months during that period of disability ("Pregnancy Disability Leave"). The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. Pregnancy Disability Leave ("PDL") may be taken intermittently, on a reduced schedule, or on a continuous basis, as certified by the employee's health care provider. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four months (*e.g.*, prenatal visits, childbirth).

Right to Transfer or Accommodation

You may be entitled to a reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions upon request. You may be entitled to transfer to a less strenuous or hazardous position, where such a transfer is medically advisable, is because of pregnancy, childbirth, or related medical conditions, and can be reasonably accommodated. The Company will engage in the interactive process to determine reasonable accommodation or transfer under this policy. A request for a reasonable accommodation or transfer must be supported by a written certification from your healthcare provider that such an accommodation or transfer is medically advisable.

Notice of PDL

If the need for PDL, reasonable accommodation, or transfer is foreseeable, then you must provide the Company reasonable advance notice at least 30 days, if possible, before the PDL, reasonable accommodation, or transfer is to begin. Failure to give reasonable advance notice for a foreseeable request may result in delay of leave, reasonable accommodation, or transfer. In unexpected or unforeseen situations, you should provide as much notice as practicable under the circumstances.

Medical Certification

A request for PDL must be supported by medical certification from your health care provider.

PDL is Unpaid

Generally, PDL is unpaid. You will be required to use any accrued sick leave and may elect to use any accrued vacation during PDL. Sick or vacation hours will not accrue during any unpaid portion of PDL, and you will not receive pay for holidays that are observed by the Company during your PDL except during those periods when you are substituting sick leave or vacation for unpaid PDL.

You also may be eligible for state disability benefits during the leave. But you generally may not receive more than any amount equal to 100% of your regular pay from a combination of paid time (sick leave or vacation) and state disability benefits. The substitution of paid leave, regardless of the source (whether state disability benefits, sick leave or vacation), for unpaid leave time does not extend the maximum PDL four-month period.

Health and Other Benefit Plans

The Company will maintain your group benefits plans under the conditions of coverage as if you had continued to be actively employed for a maximum of four months while you are on PDL.

Kinetic Personnel Group will continue to make the same premium contribution as if the employee had continued working. In some instances, the Company may recover from an employee some or all premiums paid to maintain health coverage if the employee fails to return to work following PDL, unless the employee cannot return to work because their own serious health condition or other circumstances beyond the employee's control. If paid leave is substituted for unpaid PDL, the Company will deduct your portion of the health plan premiums as a regular payroll deduction. If PDL is unpaid, you must pay your portion of the premiums during the leave. Group health care coverage may cease for the remainder of the leave if the premium payment is more than 30 days late. If the Company pays the missed employee premium contributions, you will be required to reimburse the Company for the delinquent payments.

Returning from Leave

Under most circumstances, upon return from PDL, an employee will be reinstated to their same position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions, subject to any applicable exceptions. But an employee has no greater right to reinstatement than if they had been continuously employed rather than on PDL.

The Company may require certification by the employee's healthcare provider that the employee is fit to return to work. Employees failing to provide certification by the health care provider of the employee's fitness to return to work, when required to do so, will not be permitted to resume work until the certificate is obtained.

If you obtain a PDL based on false representations regarding the need for a PDL, then you will be considered to have voluntarily resigned.

Legal Compliance

This policy will be interpreted and applied in accordance with the applicable federal, state, and local laws; to the extent that this policy may conflict with applicable laws, such laws are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

For additional information about eligibility for PDL, contact HR.

Bereavement Leave

If a death occurs in your immediate family during your scheduled work time, employees who have been employed by the Company for at least thirty (30) days are entitled to a maximum of up to five (5) days of unpaid leave to be taken at any time within three (3) months of the date of the death of the immediate family member. For the purpose of administration of this policy, the immediate family will be considered the employee's spouse, child (biological, adopted, foster, step child, legal ward, domestic partner's child, or person to whom the employee legally stands in place of the parent), domestic partner, parent, parent-in-law (including parent of domestic partner), legal guardian, stepparent, sibling (inclusive of adoption and stepsiblings), grandparent, and grandchild. Additional days of unpaid leave may be granted if needed. All salaried and hourly employees are eligible for Bereavement Leave as described in this policy. While bereavement leave is unpaid, Employees may use vacation, personal leave, accrued and available sick leave, or any other compensatory time off that is otherwise available to supplement pay during bereavement leave.

Reproductive Loss Leave

Employees who have been employed by the Company for at least thirty (30) days are entitled to up to five (5) days of unpaid reproductive loss leave during their scheduled work time. In the event of more than one reproductive loss, reproductive loss leave may not exceed twenty (20) days during a twelve (12) month period. Reproductive leave can be taken any time within three (3) months of the date of the reproductive loss and may be taken in nonconsecutive days. For purposes of administration of this policy, reproductive loss includes the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Additional days of unpaid leave may be granted if needed. All salaried and hourly employees are eligible for Reproductive Leave Pay as described in this policy. While reproductive loss leave is unpaid, Employees may use vacation, personal leave, accrued and available sick leave, or any other compensatory time off that is otherwise available to supplement pay during reproductive loss leave. The Company will maintain the confidentiality of any employee requesting reproductive loss leave as required by applicable law.

Jury and Witness Duty Leave

If you are required to serve on a jury or are subpoenaed for witness duty, Kinetic Personnel Group will allow employees unpaid time off for each jury summons or witness subpoena. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury duty. Non-exempt employees may use any available vacation or paid sick leave as a wage replacement during this leave. Prior to taking time off for jury service or witness duty, you must provide reasonable advanced notice to your immediate supervisor or HR, unless doing so is not feasible and provide verification of your service. All salaried and hourly employees are eligible for Jury Duty as described in this policy.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. USERRA protects job rights and benefits for veteran and members of the reserves. USERRA prohibits discrimination against employees and provides for reemployment protection and other benefits for veterans and employees who perform military service. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Any military leaves of absence will be unpaid, unless required by applicable law. However, employees may use any available PTO for the absence and exempt employees will receive

their full salary for any week in which they report to work. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Veterans returning to Kinetic Personnel Group within the time limits specified by law will retain their Kinetic Personnel Group continuous service without a break in service.

Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. Employees must request this leave in writing HR within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

Victims of Violence Leave

Kinetic Personnel Group will provide time off to any employee who is a victim of a qualifying act of violence so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety, or welfare of the employee or the employee's child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief.

For purposes of this policy, "qualifying act of violence" means any of the following:

- Domestic violence
- Sexual assault
- Stalking
- An act, conduct, or pattern of conduct that includes any of the following:
 - In which an individual causes bodily injury or death to another individual
 - In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual
 - In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death

Additionally, an employee who is a victim of or whose family member is a victim of qualifying acts of violence may take time off for any of the following reasons:

- To obtain or attempt to obtain any relief for the family member, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim's family member.
- To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare. (No more than 5 days may be taken off for this purpose unless the employee's family member is deceased as a result of a crime or the employee is a victim of a qualifying act of violence.)
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For purposes of this policy, "family member" is defined as a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.* "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship.

**An employee is entitled to designate a single applicable individual once every 12 months with HR for purposes of exercising this leave.*

Notice and Verification

Employees should give the Company reasonable advance notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off, either in advance of the leave or within a reasonable time after a qualifying unscheduled absence. Any of the following will be considered sufficient certification:

- A police report indicating that the employee or family member was a victim of a qualifying act of violence;
- A court order protecting or separating the employee or a family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or family member appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed healthcare provider, or counselor that the employee or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this policy.

Duration of Leave

An employee who is a victim of a qualifying act of violence or whose family member is deceased as a result of a crime may take up to 12 weeks of unpaid leave under this policy. If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Employees taking leave under this policy for all other qualifying purposes may take no more than 10 days of unpaid leave.

Employees may use accrued vacation, sick leave, or other available paid time off to receive compensation during the leave of absence.

Reasonable Accommodations

Employees who are victims or whose family members are victims of a qualifying act of violence may also be entitled to a reasonable accommodation to make sure employees are safe in the workplace, unless doing so would cause an undue hardship on the Company's business operations and/or violate the Company's duty to furnish and maintain a safe and healthy workplace for all employees. Employees may be required to provide written verification or certification of the need for reasonable accommodations under this policy. Employees should contact HR for additional information.

Confidentiality and Non-Retaliation

Kinetic Personnel Group will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, Kinetic Personnel Group will notify the employee before any information is released. Kinetic Personnel Group will not discriminate, harass, or retaliate against any employee because the employee or the employee's family member is, or is perceived to be, a victim of a qualifying act of violence or takes or requests leave in accordance with this policy. Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact HR.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty or attend up to 14 days of training per year as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Please alert your supervisor of your status as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Please give your supervisor as much advanced notice as possible if you must take time off to perform emergency duty or attend fire, law enforcement, or emergency rescue training. Time taken off work to perform emergency duty or attend training is unpaid.

Civil Air Patrol Leave

Employees with more than 90 days of service who are volunteers in the California Civil Air Patrol will not be disciplined for taking time off to perform emergency duty. If you are a Civil Air Patrol volunteer, please make your manager aware that you may have to take time off for emergency duty. When taking time off for emergency duty, please provide your manager or HR with as much advance notice as is practicable. Up to 10 days of unpaid leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by Kinetic Personnel Group.

Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid and unpaid time off as follows:

- ***Organ Donation:*** Employees may take up to 30 business days of paid leave, and up to an additional 30 business days of unpaid leave, in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave. Kinetic Personnel Group requires that employees taking leave for organ donation use two (2) weeks of accrued but unused sick leave and vacation.
- ***Bone Marrow Donation:*** Employees may take up to 5 business days of paid leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins. Kinetic Personnel Group requires that employees taking leave for bone marrow donation use 5 days of accrued but unused sick leave and vacation.

After exhausting the required paid sick and vacation leave, the remainder of the leave of absence will be paid. During the leave for organ/bone marrow donors, Kinetic Personnel Group will continue to provide and pay for any group health plan benefits the employee was enrolled in before the leave of absence. Additionally, the Company will not treat leave for organ/bone marrow donor as a break in continuous service for the purpose of the employee's right to salary adjustments, sick leave, vacation, paid time off, annual leave, or seniority.

The one-year period is calculated on a rolling basis from the date the employee's leave begins.

Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of FMLA or CFRA and shall not run concurrently therewith. Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Victims of Crime Leave

Kinetic Personnel Group will provide time off for almost all victims of violent crime and for immediate family members of homicide victims. The Company requests that where feasible, in advance of taking leave, employees may provide a police report, court order, medical note or other documentation that "reasonably verifies" the crime or abuse occurred including a statement from the employee or individual acting on their behalf.

Victim includes:

- Victims of stalking, domestic violence or sexual assault;
- A victim of a crime that caused:
 - Physical injury
 - Mental injury
 - Threat of physical injury
- A person whose immediate family member is deceased as a result of a crime; or
- For purposes of appearing in court in response to a subpoena or court order: any person against whom any crime has been committed.

Subject to limitations in the California Labor Code, employees may be able to use sick leave for this leave.

School Activities

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible;

- If both parents are employed by Kinetic Personnel Group, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use their accrued vacation hours to receive compensation for this time off;
- Employees who do not have vacation hours available will take the time off without pay, and
- Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

Judicial Proceedings Leave

Additionally, an employee who is a victim of or whose family member is a victim of a certain Specified Crimes may take time off to attend judicial proceedings related to that crime, including but not limited to any delinquency proceeding, a post arrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue.

For the purposes of this policy, Specified Crimes are as follows: a violent or serious felony, as defined in subdivision (c) of Section 667.5 of the Penal Code and (c) of Section 1192.7 of the Penal Code; or a felony provision of law proscribing theft or embezzlement. Specified Crimes also include crimes where a person suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of any of the following crimes or delinquent acts:

- Vehicular manslaughter while intoxicated, as defined in subdivision (b) of Section 191.5 of the Penal Code
- Felony child abuse likely to produce great bodily harm or a death, as defined in Section 273a of the Penal Code
- Assault resulting in the death of a child under eight years of age, as defined in Section 273ab of the Penal Code
- Felony domestic violence, as defined in Section 273.5 of the Penal Code
- Felony physical abuse of an elder or dependent adult, as defined in subdivision (b) of Section 368 of the Penal Code
- Felony stalking, as defined in Section 646.9 of the Penal Code
- Solicitation for murder, as defined in subdivision (b) of Section 653f of the Penal Code
- A serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code
- Hit-and-run causing death or injury, as defined in Section 20001 of the Vehicle Code
- Felony driving under the influence causing injury, as defined in Section 23153 of the Vehicle Code
- Sexual assault as set forth in Section 261, 261.5, 265, 266, 266a, 266b, 266c, 266g, 266j, 267, 269, 273.4, 285, 286, 287, 288, 288.5, 289, or 311.4 of, or former Section 288a of, the Penal Code

Subject to limitations in the California Labor Code, employees may be able to use sick leave for this leave.

Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. Under California Labor Code section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

Employee Literacy

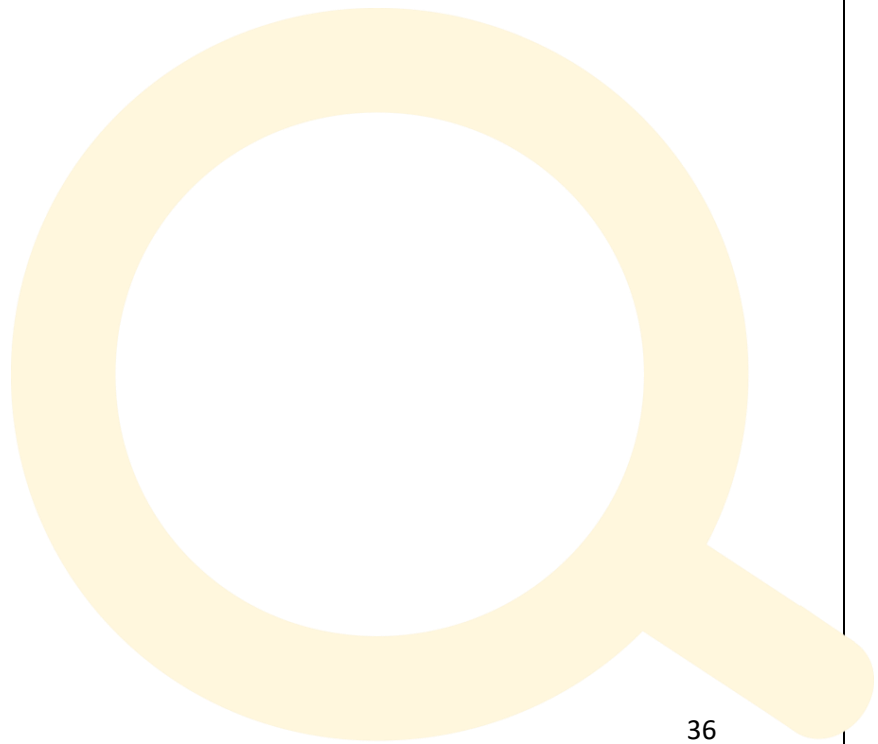
We will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship. An employee who reveals a problem of illiteracy and who satisfactorily performs his or her work shall not be subject to termination of employment because of the disclosure of illiteracy.

Time Off for Voting

In the event that an employee does not have sufficient time outside of working hours to vote in an election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time for the purpose of voting. Under these circumstances an employee will be allowed a maximum of two (2) hours on the Election Day without loss of pay. Deductions will not be made from the salary of an exempt employee for time taken off for voting. Where possible, the employee shall give their manager at least two (2) days' notice that time off to vote is needed.

Other Legally Required Leaves of Absence

Employees will be granted other leaves of absence as required by state, federal, or local law or ordinance.



ACKNOWLEDGEMENT OF COMPANY TIME CLOCK POLICY

By initialing each section and signing below, I acknowledge that I fully understand Kinetic Personnel Group's time clock policy and will follow the guidelines listed below:

_____ I understand that I must report any and all time I work, including any overtime, regardless of whether I received preauthorization for working overtime.

_____ I understand that I will be provided with all complete, off-duty, and uninterrupted meal and rest periods to which I am entitled. If I am not able to take a required meal or rest period, I understand that I must report it on the timekeeping system or to my manager or HR.

_____ I understand that Kinetic Personnel Group pays me for all hours worked and does not allow off-the-clock work.

_____ I understand that Kinetic Personnel Group provides non-exempt employees with an off-duty and uninterrupted meal period of at least 30 minutes whenever their workday exceeds 5 hours that must start before the end of the 5th hour of work (in other words, no later than 4 hours and 59 minutes from when you start work). I understand that I may waive this first meal period if my workday does not exceed 6 hours and Kinetic Personnel Group and I mutually consent to the waiver via a written form for that purpose.

_____ I understand I have been authorized and permitted to take paid 10-minute off-duty and uninterrupted rest periods every four hours or major fraction thereof. This means that for every 8-hour shift, I would get 2 rest periods and a shift over 10 hours would allow 3 rest periods. These paid rest periods are included as work time (unless I have reported a missed rest period to my manager or HR).

_____ I understand that Kinetic Personnel Group provides me with a second off-duty and uninterrupted meal period of no less than 30 minutes whenever my workday exceeds 10 hours. I understand that I may waive this second meal period if my workday does not exceed 12 hours and [Kinetic Personnel Group] and I mutually consent to the waiver via a written form for that purpose.

_____ I understand that it is my responsibility to take my full rest and meal periods on time. I understand that managers/supervisors must not discourage meal and rest periods, encourage employees not to take meal or rest periods, or otherwise interfere with meal and rest periods.

_____ I understand that managers/supervisors must not interrupt employee meal or rest periods by calling the employee or requiring that the employee remain on call.

_____ I understand that I must always accurately and truthfully report my time and meal periods by using [Kinetic Personnel Group]'s timekeeping method.

_____ I understand that Kinetic Personnel Group prohibits falsification of any Kinetic Personnel Group records and I should never falsify my time records, such as recording a meal period that I did not take or not accurately reporting the time I took a meal period.

_____ I understand that I must review my paystubs for accuracy and report any issues or questions about my pay or work hours to HR.

Employee Signature _____

Employee Name _____

Date _____

CONFIRMATION OF RECEIPT (EMPLOYEE COPY)

I have received my copy of Kinetic Personnel Group's employee policy handbook and appendix. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook and appendix.

I understand that nothing in the Employee Handbook is intended to prohibit activity protected by the National Labor Relations Act including employees' right to engage in "concerted activities" under Section 7 of that Act, including, for example, my ability to discuss with other employees the terms and conditions of our employment, including such topics as wages, job performance, workload, supervisors, or staffing.

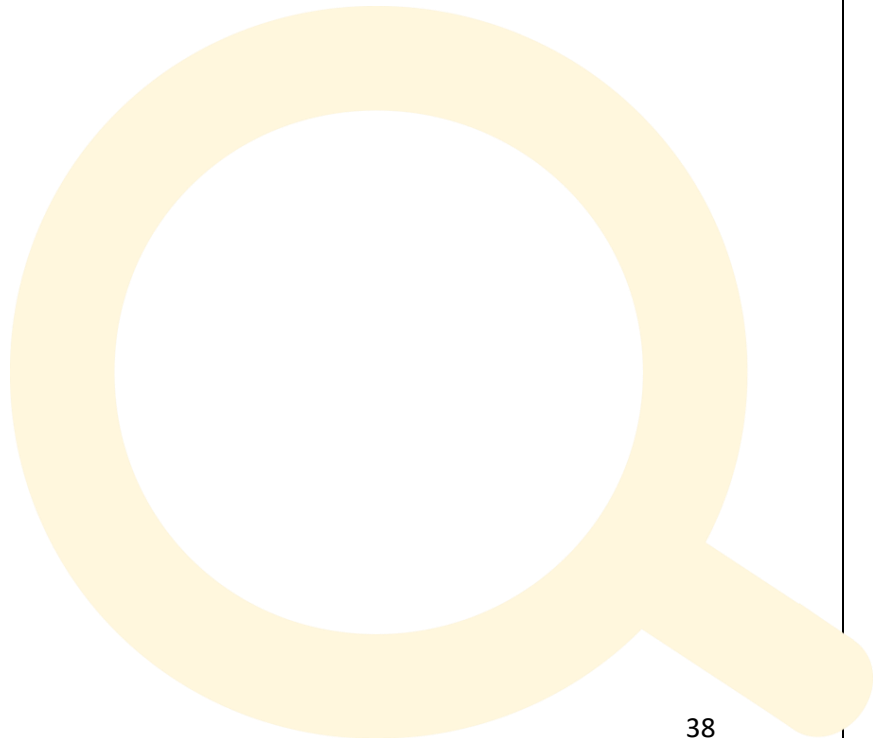
I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Kinetic Personnel Group. Kinetic Personnel Group reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the Company, no manager, supervisor, or representative of Kinetic Personnel Group has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will; employment may be terminated at the will of either Kinetic Personnel Group or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Kinetic Personnel Group and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Kinetic Personnel Group.

Employee Signature _____

Employee Name _____

Date _____



CONFIRMATION OF RECEIPT (COMPANY COPY)

I have received my copy of Kinetic Personnel Group's employee policy handbook and appendix. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook and appendix.

I understand that nothing in the Employee Handbook is intended to prohibit activity protected by the National Labor Relations Act including employees' right to engage in "concerted activities" under Section 7 of that Act, including, for example, my ability to discuss with other employees the terms and conditions of our employment, including such topics as wages, job performance, workload, supervisors, or staffing.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Kinetic Personnel Group. Kinetic Personnel Group reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the Company, no manager, supervisor, or representative of Kinetic Personnel Group has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will; employment may be terminated at the will of either Kinetic Personnel Group or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Kinetic Personnel Group and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Kinetic Personnel Group.

Employee's Signature _____

Employee Name (printed) _____

Date _____

Employee # _____

