

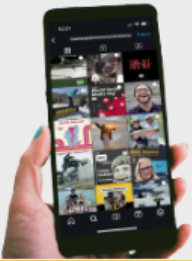


MASTER PLAN[®]

COMMUNICATIONS



Energizing PR and marketing.



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social media.



Elevated
videography.



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web design.



Knockout
graphic design.



Focused
photography.

Employee handbook.

February 2025

**This Employee Handbook has been specially prepared for Master Plan Communications
by ACG Consulting Services, Inc.**

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Employee Handbook

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1. INTRODUCTION

1.1. Welcome to Our Company

Welcome to Master Plan Communications (hereinafter referred to as MPC or “the Company”). A large and important part of our lives is spent on the job. Our employees have been the basis of our success and are the foundation of our future. We expect your best efforts in the performance of your job and becoming a successful member of our team. We hope your employment with us is pleasant and mutually beneficial. We shall do our best to make it so.

1.2. About the Employee Handbook

This Employee Handbook tells you something about our organization and explains our policies, employee benefits and operating procedures currently in effect as well as your responsibilities as an employee at MPC. This Handbook applies to all employees working for MPC in California unless otherwise specified by Management. It applies to all MPC employees, and the sections for employees in other states are noted. It supersedes and replaces any previously issued Handbook. With the exception of the employment at-will, this Employee Handbook is not a contract of employment. Accordingly, this Handbook should not be interpreted to create any express or implied contractual rights between MPC and any employee, or to create any promise or representation of continued employment for any employee. Your employment with us is on an at-will basis. This means that your employment relationship may be terminated at any time either by you or the Company for any reason not expressly prohibited by law or for no reason.

This Handbook does not cover every aspect of your employment with MPC, and it is not intended to provide in detail all policies, practices and procedures. Consequently, MPC at its sole discretion, may amend the contents of this Handbook at any time. Furthermore, this Handbook is in addition to any other company policies or procedures that have been or may be distributed to employees. The Company retains the right to change, modify, add, suspend, interpret or discontinue any of its personnel policies, procedures, practices, work rules or benefits that are stated in this Handbook. Only the President has the authority to change or alter the policies in this Employee Handbook. No oral statements or representations can change the provisions of this Employee Handbook. Any change to this Handbook would be communicated to you through a memo or Handbook update.

Many of the guidelines and benefits contained in this Handbook have been summarized from policy statements, insurance contracts, and benefit plan documents. Should there be a difference between what this Handbook contains and a more current provision of a policy, contract or benefit plan document, the current policy, contract, or plan document will prevail. You should keep this Handbook handy as a guide and ready reference. If you have any questions as you read through this Handbook or when questions arise which are not answered in this Handbook, please do not hesitate to ask your Supervisor for assistance.

This Handbook is the property of MPC. The information contained herein is proprietary to this Company and may not be copied or reproduced without the express written permission of the President of the Company. The disclosure of this Handbook to other companies or competitors is prohibited. Nothing in this handbook is intended or should be read to prevent or discourage employees from disclosing or discussing their wages, hours and terms and conditions of their employment with other employees. This Handbook has been prepared for the express use of personnel employed by MPC.

1.3. Client Relations

Satisfied clients are our most valuable assets since they are the ones who can ensure us of success. Our Company has never wavered from its commitment to satisfying our Clients. All of our employees contribute to making our Clients satisfied with MPC’s services. Any time when Clients come into contact with any aspect of MPC, it is a “moment of truth” for them to form a positive and lasting impression of our services and our dedicated employees.

Satisfaction is a composite of many things – professionalism, courtesy, responsiveness, a neat appearance, a friendly atmosphere, and a genuine concern for the client – things that cost little, but are so important to Clients. Successful client relations also involve providing quality services that

consistently meet, if not exceed, the expectations of our Clients, meeting deadlines, and bringing projects or work assignments to completion on time.

Clients are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from Clients, whether in person or by telephone, promptly and professionally. Never argue with a guest or customer. If a problem develops or if a customer remains dissatisfied, ask a manager to intervene or for assistance.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

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

It is, therefore, the responsibility of every employee to be pleasant, have a positive attitude, and provide prompt and courteous services to our Clients at all times.

1.4. MPC Mission Statement

Master Plan Communications (MPC) is on a mission to be the best PR and marketing services provider in the United States! MPC does this by providing value to brands by achieving measurable business results through strategic PR and marketing programs that reach target audiences.

2. EMPLOYMENT

2.1. Equal Employment Opportunity

It is the policy of MPC to conduct our relations with employees and applicants for employment without regard to ancestry, race, (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), religion (including religious dress or grooming practices), sex or gender (including gender identity and gender expression such as individuals who are transgender or transsexual), sexual orientation, reproductive health decision-making (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), pregnancy (including childbirth, breastfeeding or related medical conditions), age, physical and mental disability (including HIV and AIDS), national origin or citizenship status, marital status, medical condition, genetic characteristics or genetic information, military service or veteran status, or any other characteristics protected by federal, state, or local laws prohibiting discrimination.

This policy applies to all employment terms and conditions including hiring, compensation decisions, benefits, discipline, training, promotions, transfers, layoffs, and terminations. Job aptitude, ability and other job-related tests may be given to help determine a person's qualifications and abilities to perform a specific job.

Any employee with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of your Supervisor, or to the President of the Company. Employees can raise concerns, report problems, or make complaints without fear of reprisal. Anyone found to be engaging in any type of prohibited discrimination would be subject to disciplinary action, up to and including termination of employment.

2.2. Disabled Employees and Job Applicants

The employment related provisions of the California Fair Employment & Housing Act (FEHA) apply to all employees and job applicants seeking employment with MPC. Under the FEHA, a qualified individual

with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

The Company will attempt to provide reasonable accommodation for known physical or mental limitations, if a job applicant or employee is otherwise qualified, unless undue hardship would result. In general, a disabled individual is one who currently has, is regarded as having, or has had a record of a physical or mental impairment that limits or substantially limits one or more of the major life activities of such individual. Such major life activities include, but not limited to, walking, seeing, hearing, speaking, standing, sitting, reaching lifting, bending, eating, breathing, sleeping, reading, learning, concentrating, thinking, communicating, performing manual tasks, and caring for oneself.

An applicant or employee who requires accommodation in order to perform the essential functions of the job should inform the Company, and request such an accommodation. The Company would engage in a timely, interactive process with the applicant or employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an applicant or employee with a known physical or mental disability, or medical condition.

2.3. Policy Against Harassment and Discrimination

MPC is committed to maintaining a work environment that is free of harassment and discrimination based on any of the characteristics protected by applicable federal or state Equal Employment Opportunity laws. In keeping with this commitment, the Company prohibits co-workers, third parties and managers from engaging in discriminatory, harassing, and retaliatory conduct. Furthermore, we will not tolerate harassment of employees by anyone, including any manager, co-worker, customer, independent contractor, supplier, vendor, or visitor. Similarly, any employee's harassment or discrimination of persons seeking employment with the Company, or harassment of our customers, independent contractors, suppliers, vendors, visitors, or anyone else who conducts, attempts to conduct, or is solicited for business with the Company will not be tolerated. Anyone found to be engaging in any type of prohibited harassment would be subject to disciplinary action, up to and including termination of employment.

Harassment is any unwelcome or unwanted speech, action or conduct that is offensive or abusive. *Harassment of any kind whether verbal, physical, or visual that is based upon an individual's ancestry, race, (including traits historically associated with race, such as hair texture and protective hairstyles), color, religion (including religious dress or grooming practices), sex or gender (including gender identity and gender expression), sexual orientation, reproductive health decision-making (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), pregnancy (including childbirth, breastfeeding or related medical conditions), age, physical or mental disability(including HIV and AIDS), national origin or citizenship status, marital status, medical condition, genetic characteristics or genetic information, military service or veteran status, or any other characteristics protected by federal and state laws prohibiting discrimination, harassment and retaliation is specifically prohibited.* This policy also prohibits harassment and discrimination based on the perception that anyone who has any of these characteristics or is associated with a person who has or is perceived as having any of these characteristics.

Examples of prohibited harassment include derogatory remarks or slurs; negative stereotyping or off-colored jokes or comments; circulation of offensive written or graphic materials, jokes, cartoons, pictures, e-mails, texting, instant messaging or computer transmissions; unwelcome physical conduct including assault, unwanted touching, intentionally blocking an employee's normal movement, or interfering with work of another because of that person's protected characteristics; and gestures that demean, intimidate, ridicule, torment, or show hostility toward an individual because of his or her protected personal characteristics. The Company will not tolerate harassing behavior that affects tangible job benefits, that interferes with an individual's job performance, or that creates an intimidating, hostile, or offensive working environment for employees, visitors or anyone conducting business with the Company. Additionally, the company will not tolerate harassing, threatening, and derogatory social media interactions between co-workers even if they take place on personal social media accounts.

Sexual harassment is one specifically prohibited type of harassment. Unwelcome or unwanted sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment. It is harassment when (1) submission to the conduct is an explicit or

implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct had the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can also be based on gender, but it does not need to be sexual in nature or be motivated by sexual desire. For instance, jokes that are based on gender or offensive comments that are directed specifically at one's gender can constitute sexual harassment.

Other examples of sexual harassment may include sexual or unwanted propositions, favors or demands; unwelcome advances or attention; threats, assaults or stalking; sexual favoritism; sexual innuendoes, suggestive comments, or excessive flattery; questioning of a personal nature such as sexual remarks about a person's physical appearance or dress; unwelcome discussion of one's sexual experiences, desires, etc.; repeated requests for dates; sexually oriented "kidding", "teasing" or "practical jokes"; offensive or obscene language or gestures; staring, glaring or leering; whistling or hooting; offensive, obscene or sexually suggestive or explicit printed materials, pictures, posters, cartoons, graffiti, calendars, telephone calls, e-mail messages, texting, instant messaging, or computer transmissions (e.g., inappropriate screen savers or transmitting or displaying sexually provocative pictures or text); and inappropriate physical contact or touching of a sexual nature (e.g., brushing, patting, hugging, pinching or shoulder rubs).

The Company also prohibits abusive conduct or bullying in the workplace such as repeated verbal abuse, derogatory remarks, insults, racial slurs, and epithets; verbal or physical conduct that is threatening, intimidating, or humiliating; or gratuitous sabotage or undermining of a person's work performance. A single act generally does not constitute abusive conduct unless it is especially severe and egregious.

Bullying involves a malicious and persistent pattern of mistreatment of an employee from another or others. Examples of bullying include, but not limited to, unwarranted criticism; engaging in threatening, intimidating or cruel behaviors; screaming, swearing, or name calling; blaming someone without factual justification, unfairly singling someone out; humiliating, ridiculing, or taunting; and spreading false rumors.

Because bystander support can foster harassing conduct as well as encourage bullying, the Company also prohibits both active and passive support for acts of harassment and abusive conduct or bullying. Employees should either walk away from these acts when they observe them or attempt to intervene and stop them. In either case, employees should report these problematic behaviors to their manager or to the Human Resources manager. Reprisal or retaliation against any person who reports an act of abusive conduct or bullying is prohibited.

2.3.1 Complaint Procedures

All employees are responsible for helping to assure a workplace free from prohibited discrimination or harassment. If an employee feels he/she has been subjected to any form of harassment, discrimination or retaliation, the employee should firmly and clearly tell the person engaging in such inappropriate conduct that it is unwelcome, offensive and should stop at once. The employee who has experienced or witnessed harassment or discrimination should immediately report the situation by providing the facts and other details of the incident(s), names of the individuals involved, and any witnesses to his or her Supervisor or any member of the Company's management staff, including the President of the Company. These are the individuals who are authorized by this policy to receive and act upon reports or complaints of harassment or discrimination on behalf of the Company. This policy does not require an employee to complain directly to his or her immediate manager, and instead, the employee can report the problem to another manager or to the Human Resources manager.

Don't Delay in Reporting Prohibited Behaviors

Delay or failure to report harassment or discrimination hurts both the Company and the alleged victim. If no report of harassment or discrimination is made, the Company will be unable to undertake a prompt investigation and take appropriate remedial action when harassing, discriminatory or retaliatory conduct has occurred. *In addition, if no report of harassment is made or filed by the employee to the Supervisor or to Management, then it will be presumed that the conduct was not unwelcome or offensive.* Any manager who becomes aware of alleged incidents of harassment or discrimination is to immediately report such incidents or refer any complaints to Senior Management or to the President. Retaliation

against any employee for reporting a problem, filing a complaint, bringing inappropriate conduct to the Company's attention, or participating in an investigation or proceeding is strictly prohibited.

All of us must recognize that harassment, discrimination, and retaliation not only violate the rules of common courtesy and are a violation of the Company's policy, but also are illegal under federal and state employment discrimination laws. It is our policy to investigate all reports or complaints of harassment or discrimination promptly.

When a report is received, the Company will conduct a fair, timely, thorough, and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

Additionally, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act. Employees should refer to the California Civil Rights Department's information sheet (Civil Rights Department #185) or an equivalent document on sexual harassment that describes employee rights and remedies under state law, copies of this pamphlet have been given to all employees.

The U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department are the government agencies responsible for investigating and handling complaints of unlawful harassment and discrimination in employment. An employee who has been unable to correct a problem of unlawful harassment or discrimination internally by using the Company's complaint procedures may file a complaint with the appropriate federal or state agency. Please see the EEOC and Civil Rights Department job posters on the Company's bulletin boards or refer to the phone book or the agency's website for the address and telephone number of the nearest office if you wish to contact them.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations as defined by California law or federal regulations. The Company will not retaliate against employees for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

2.4. Conditional Offers of Employment

Offers of employment are conditioned on the results of reference and background checks (including but not limited to criminal history in accordance with applicable State or local law) that may be required by the Company and relevant to a particular job position. The Company may also condition an offer of employment on the results of a chemical substance screen, which will be at the sole expense of the Company. Those candidates who accept such offers will also be required to complete the required new hire paperwork that includes signing the Handbook Acknowledgement and Agreement, and any other Company policy statements or agreements. Individuals, who do not successfully complete a background check or pass a drug screen, sign the Handbook Acknowledgement and Agreement, or meet any other condition associated with the employment offer may have their offer of employment withdrawn or their employment terminated. Furthermore, any misrepresentation, falsification or omission of information in an employment application may result in the denial of employment or, if hired, may result in immediate dismissal regardless of the time elapsed before discovery. All background checks will be in conformance with applicable state or municipal laws. California employees are subject to The California Criminal History in Employment Decisions Regulations as of July 1, 2017.

2.5. Employment Eligibility Verification (I-9)

The Immigration Reform and Control Act of 1986 makes it unlawful for employers to knowingly hire an individual who is not authorized to work in the United States, or to continue to employ an individual once the employer becomes aware that an employee is not authorized to work in this country. Accordingly, we must verify the employment status and the personal identity of all new hires or re-hires by examining certain documents that have been approved by the U. S. Citizenship and Immigration Services as acceptable proof of employment eligibility.

For all employees hired, the employer must state on a special federal form (I-9) that the employee's right to work status has been verified, and the employee must also attest to his or her lawful right to work in the United States on this form. In the event that an employee's unauthorized work status becomes known after the employee is hired, it would be unlawful for the employer to retain that employee.

2.6. At-Will Employment

It must be remembered that the continuing employment relationship is based upon the mutual consent of the employee and the Company. All employment with MPC is for an unspecified term and is "at-will". This means that the employment relationship between you and the Company may be terminated either by you or by the Company at any time, with or without notice, for any or for no reason, and with or without cause. Additionally, the terms of your employment at the Company, including but not limited to, promotion, demotion, discipline, transfer, compensation, benefits, duties, and location of work, may be changed by the Company at any time, with or without notice, and for any or for no reason. Although other terms or conditions of employment may change, this at-will employment relationship will remain in effect throughout your employment with the Company, unless there is a written agreement to the contrary. No employee or representative of the Company other than the President has any authority to enter into an agreement to employ an employee for any specified period of time or to make any agreement inconsistent with the terms of this policy. This at-will nature of your employment relationship cannot be changed, modified, waived, or rescinded except by an individual written agreement signed by you (or by an authorized representative on your behalf) and the President of the Company. Any verbal or written representations by anyone to the contrary are invalid and should not be relied upon by anyone.

2.7. Introductory Period

During the first 90 days of employment with MPC, new employees are considered to be in an introductory or trial period. During this period, you will learn about the objectives and nature of our organization as well as the requirements of your job. During this same period, the Company can evaluate your performance, attendance and suitability for the position. The Company may choose to extend your introductory period as necessary to give you further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Employees are encouraged to ask questions whenever necessary to become better informed about their job and MPC.

Your employment is "at-will". You are free to resign at any time for any reason and the Company is free to terminate your employment at any time for any or no reason either during or after the introductory period of employment. Successful completion of the introductory period does not change or alter the "at-will" employment relationship. An employee will continue to have the right to terminate his or her employment at any time, with or without cause or notice, and the Company has the same right.

2.8. New Employee Orientation and Your Job Duties

During the initial weeks of work, relevant staff members will normally conduct a new employee orientation to assist new personnel in becoming acquainted with MPC. Some of the items covered during the orientation include the history and mission of the Company, departmental responsibilities, job duties and performance standards, applicable personnel policies, operational policies and procedures, employee benefits, safety, and proper use of Company office equipment. Employees are encouraged to ask your Supervisor any questions to become better informed about their job responsibilities and MPC.

Be aware that your job responsibilities or work hours may change at any time during your employment. From time to time, you may be asked to work outside the hours you are usually scheduled or different work hours. Your cooperation and assistance in performing such additional work or working a different work schedule is expected. MPC reserves the right, at any time, with or without notice, to change work schedules, to alter or change job duties, reassign or transfer any employee to another job position, or assign additional job responsibilities.

2.9. Employment Categories

The Company has established various categories of employment to meet its operating needs and to permit options in hiring employees. A change in an employee's classification is effective only if made in writing by the Company. All employees are to be classified into one of the following categories:

1. **REGULAR, FULL-TIME:** Employees hired for regular, continuous service and who regularly work 40 hours per week. Regular full-time employees are eligible to receive employer-sponsored employee benefits after satisfying the terms and conditions of eligibility for the various benefit programs being offered.
2. **REGULAR, PART-TIME:** Employees hired for regular, continuous service and who regularly work less than 40 hours per week. Part-time employees are eligible for paid sick leave benefits after satisfying the eligibility requirements but not for other employer-sponsored benefits, unless otherwise specified in this Handbook or as determined by management

None of the Company's categories guarantee the actual number of hours scheduled to be worked or employment for any specific length of time. Therefore, either the Company or the employee may terminate the employment and compensation of any employee, at any time, for any or for no reason, with or without cause or notice. The at-will employment relationship can only be waived or modified by an individual written employment agreement signed by the President of the Company.

2.10. Exempt and Non-Exempt Status

Depending on an employee's job duties and responsibilities, each employee is classified as either "Exempt" or "Non-exempt" for payroll purposes. These two terms refer to whether or not an employee is exempt from the overtime provisions of applicable state and federal laws. Any questions regarding your status as an exempt or non-exempt employee should be directed to your Supervisor.

Exempt Status

Employees whose positions meet the necessary legal requirements are classified as "Exempt". Employees who are exempt from state and federal overtime provisions do not receive overtime pay even though they may work in excess of 8 hours in a workday or more than 40 hours in a week from time to time. Exempt employees are paid on a salaried basis and are primarily engaged in performing exempt managerial, administrative and professional duties.

Non-Exempt Status

Employees whose positions do not meet certain legal requirements necessary for exemption from applicable overtime laws are classified "Non-exempt". Non-exempt employees are entitled to overtime rates for each hour of daily or weekly overtime work. No overtime work is permitted unless approved in advance by your Supervisor. Federal or state wage and hour laws govern the overtime rates. Non-exempt employees may be paid on an hourly, salaried, or some other basis of compensation.

2.11. Personnel Records

The Company maintains files of current and former employees consistent with its own needs and in order to comply with other requirements and would restrict access or disclosure of your personnel file only to authorized individuals. Any health or medical information or documents on an employee are confidential. The Company will safeguard them from disclosure and will divulge such information to others only as permitted by law, to the employee's personal physician upon request, or to others with permission of the employee or as required for workers' compensation cases.

Employees wishing to review their personnel files must request an appointment to do so with your Supervisor or the Managing Director. Such appointments should be made during normal working hours. Files will be reviewed under the supervision of the Managing Director.

Employees may take notes related to documents in their personnel file; however, no alterations of these records are permitted nor can a document be added to or removed from the file at the time of an employee's review. Employees may request and receive a copy of any document containing their signature as well as other pertinent documents relating to an employee's performance or to any grievance concerning the employee.

2.12. Change of Personal Information

It is important that all personal information about each employee be up to date at all times. Employees must, therefore, immediately notify the Managing Director **in writing** any time their address, telephone number, name, emergency contact, or other personal information changes.

2.13. Emergency Contact and Employee Notification by Management

In case of emergency, it is important that your emergency contact information is up-to-date. Please ensure that your information is correct by notifying your Supervisor or Managing Director of any changes, including your current home address as well as your correct home and cellular telephone numbers in case we need to contact you.

2.14. Employment Verification Requests

All employment verification requests, either verbal or written, must be forwarded to the Managing Director. We authorize no other employees to release references about a current or former employee. All responses by the Company to such requests will be restricted to dates of employment and the last or current job title held by an employee. Requests for salary and any other additional information must be made in writing and accompanied by your signed authorization to release this information.

2.15. Employment of Relatives

The Company does not prohibit relatives, spouses, and domestic partners from applying for job openings. However, such relatives, spouses, and domestic partners will not be given priority or preference over other applicants. Should a relative, spouse or domestic partner of an employee be hired, he or she may not supervise or be supervised by his or her relative, spouse or domestic partner, or be placed in a position that may cause difficulties for supervision, safety, security, or morale, or create a potential conflict of interest.

For the purposes of this policy, a relative is defined as any person related to an employee by blood, marriage, domestic partnership, or adoption; or whose relationship with the employee is similar to that of persons who are related by blood, marriage, domestic partnership, or adoption. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

This policy also applies to employees who enter into personal and/or intimate relationships with each other while the Company employs both. If you are in a close personal relationship with another employee, we ask that you avoid displays of affection or excessive personal conversation at work.

The Company reserves the right to take appropriate action if a problem or an actual or potential conflict of interest occurs that involve relatives. Where a problem or a conflict or potential conflict arises between employees who are related, the employees may be separated by reassignment, transfer or, if necessary, terminated from employment.

2.16. Re-employment or Rehiring of Former Employees

Former employees who voluntarily terminate their employment with MPC may be eligible for rehire. Consideration will be given to factors concerning prior work experience, work record while employed at MPC, and circumstances involving the prior separation from the Company. Employees who had been terminated for violating company policies or workplace conduct rules, or who resign in lieu of discharge are barred from re-employment.

Employees who become re-employed are considered to be a new employee, unless their break in service was for 90 days or less. Consequently, all employees who are rehired with a break of service of more than 90 days are not credited with any prior service they may have had with the Company for any purpose, and must complete a new introductory period of 90 days from the date of re-hire.

2.17. Outside Employment or Activities

Any "outside" employment or business activity must be considered secondary to your employment with MPC. The Company prefers that employees not accept employment outside of the Company. The Company is not only concerned with the possibility of a conflict of interest, but also the possibility of negative effects on the employee's job performance and commitment to our organization.

Employees are to conduct only Company business while at work. Employees may not conduct personal business or business for another employer or organization during their scheduled working hours. Furthermore, ***during the period of your employment with MPC, no employee may engage in any employment, occupation, consulting, or other business activity in competition with the Company or that interferes with his or her duties as an employee of the Company, unless otherwise approved by the President.***

Employees may engage in work outside their regular work schedule at the Company, provided this work does not detract from their job performance or is not harmful to the Company's best interests and does not present a conflict of interest with their employment at MPC. Any outside employment or business activity that interferes with an employee's ability to perform his or her job duties or to be available for work, creates a direct conflict of interest, or would constitute a material and substantial disruption of the Company's operation is prohibited. Employees cannot work for a competitor of MPC nor can they work on their own if it competes in any way with the sales of products or services we provide our Clients.

You are to disclose and discuss any outside work or business activities with your Supervisor **prior** to undertaking such activities in order to ensure that a conflict of interest will not arise. The Company's Workers' Compensation Insurance will not pay for illness or injury arising from any outside employment or outside business activity.

Employees may not work on any outside projects in any manner whatsoever during working hours or at the Company's offices, nor may use any Company facilities or resources such as computers, copiers, company-paid databases or research services, supplies, etc. for work on outside projects or business activities.

If you are unable to maintain acceptable performance standards while engaged in any outside employment or business activity, you may be subject to disciplinary action, up to and including termination of employment.

2.18. Conflicts of Interest

Employees must avoid entering into transactions where it may appear that they are improperly benefiting from their employment with the Company. In general, a "conflict of interest" describes any situation in which the employee's own personal or financial interest may adversely influence the way he or she handles Company business. MPC expects that an employee's personal activities or interests do not adversely affect the employee's capacity to perform his or her duties that result in conflicting loyalties or are at variance or appear to be at variance with the employee's responsibility to the Company. This policy is not intended to unreasonably interfere with or unduly restrict any employee from exercising his or her rights which are protected under any state or federal law.

A conflict of interest includes the use of an employee's position or relationship with MPC for personal profit or advantage, either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of the Company must be discussed with the President in order to protect the employee and MPC.

Employees must not engage in any conduct that would create an actual or potential conflict of interest or create the appearance of such a conflict.—While it is impossible to list every circumstance that may create a possible conflict of interest, the following should serve as a guide to the types of activities that may cause such a conflict:

1. Having a direct or indirect financial or ownership interest in an outside concern that does business with or is a competitor of MPC (except where such financial or ownership interest consists of securities of a publicly owned corporation regularly traded on a public stock exchange).
2. Providing managerial, consulting, or other services to any outside concern that does business with, renders any services to, or is a competitor of MPC except with the knowledge and written consent of the President.
3. Soliciting business for any individual or another entity, redirecting business away from MPC, or interfering with any MPC contractual relations or business dealings.
4. Accepting or giving gifts of more than token value, loans, excessive entertainment, or other substantial favors from or to any outside concern, which does or is seeking to do business with, or is a competitor of MPC. For the purposes of this policy, gift of "token value" means a value of not more than one hundred (\$100) dollars. Acceptance of all such gifts, entertainment and/or favors that may have a value in excess of one hundred (\$100) dollars must have the prior written approval of the President.
5. Offering or accepting any bribes, kickbacks, or other illegal payments to obtain or retain business or secure some other improper advantage is strictly prohibited.
6. Representing MPC in any transaction in which there may be or is a conflict of interest. As an example, an employee who refers or is considering referring Company business or projects to a relative, spouse or domestic (or civil union) partner, or significant other must disclose such situation to management and obtain prior written approval of the President for the transaction or business deal.
7. Disclosing or using confidential information relating to MPC for personal profit, advantage, or any other reason. This does not pertain to employees discussing or disclosing their wages or salaries, benefits information, work hours and working conditions with others.
8. Engaging in a manager-subordinate or co-worker romantic relationship that can result in favoritism, morale problems, or possible claims of sexual harassment.
9. Accepting outside employment or work, directly or through an intermediary or a customer, which can or will adversely affect an employee's productivity or availability for a position with MPC.

This list is not intended to be used as a substitute for good judgment. If you find yourself in a relationship or situation that may possibly give rise to a conflict of interest, you must make an immediate disclosure to the President to protect the interests of both the Company and you. If the existence of any conflict of interest is determined, the Company will take appropriate corrective action. Failure to disclose a conflict of interest and any relevant facts may result in disciplinary action, up to and including termination.

2.19. Trade Secrets and Confidentiality

All employees must treat any information relating to the business of MPC and any of its activities, projects, or customers as confidential, and not divulge or disclose any of this information to outside parties, including family and friends, without the prior written consent of the President. All such information must be kept completely confidential during, and after, employment with MPC. The following examples are intended to serve as a guide to the types of such information and material:

1. Matters of a business nature such as proprietary information and trade secrets regarding the methodologies, research or any documents that are specific to the operations of the Company; the development of systems, processes, know-how and technology; business plans, projects and

proposals; disbursements, costs, and delivery volumes; contracts and forms; financial statements, profits, sales records, invoices, and pricing information (such as price lists, quotation guides, previous or outstanding quotations, equipment prices, or billing information), information on its ownership; customer and supplier lists; customer data, customer account information, and information contained in customer, distributor, and vendor files; all data and information regarding marketing and sales activities; and plans for future expansion or business development.

2. Matters of a non-public, technical nature such as manner of operations, processes, company reports, computer programs, software and supporting documentation, security codes, training programs, procedure manuals and related methods or technologies.
3. Confidential data about employees, including employee pay rates and performance evaluations. This does not pertain to employees discussing or disclosing their own wages or salaries as well as working conditions with others.
4. Information pertaining to the development, modifications and improvements of any services or products and the results of all such services or products provided to the Company's customers.
5. Business-related confidential communications could adversely affect MPC's business.

Because employees will gain knowledge of MPC's business affairs, customers, and methods, including the Company's computer systems, techniques and processes devised and used by MPC at the Company's expense, all records, notes, files, memoranda, reports, tapes, disks and other tangible expressions and all copies of such records relating to MPC's business prepared by employees or disclosed to employees will remain the sole and exclusive property of MPC.

Employees may not remove any confidential files or documents including, but not limited to, product designs, drawings or art files belonging to the Company or are the property of its customers from MPC's facility without prior written approval from the President.

Additionally, employees are expected to comply with the terms of the Employee Confidentiality Agreement which has been separately read and signed by Employees. Employees agree that if some of the terms in the Employee Confidentiality Agreement are determined to conflict with this Employee Handbook, that the language that is most protective of confidential information will control. Except as required in the performance of your duties, employees must not at any time during or after their employment use, disclose or disseminate any confidential information or any other information of a secret, proprietary, or generally undisclosed nature relating to MPC, or its products, services, customers, plans, procedures, or processes. Upon termination of the employment relationship or at any time upon the Company's request, employees must deliver to the Company all copies of confidential information, or other company property including all digital or electronic records.

However, nothing in this policy or in the Employee Handbook should be construed to prohibit employees from communicating or discussing their wages, benefits, working conditions, or other terms of employment with co-workers or others; or should be interpreted as limiting the rights of employees under the National Labor Relations Act.

Additionally, nothing in this policy or within any stand-alone company agreements prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

2.20. Performance Evaluations

Performance reviews are conducted periodically for all regular full-time and part-time employees. During the performance evaluation, you and the President will discuss the work being done, your progress, strengths, performance areas that need improvement, new skills to be learned, and goals to be considered or requirements to be met.

Normally an initial review will be conducted after the completion of a regular employee's first 90 consecutive calendar days of employment. After having received the initial review, such employees would receive additional performance reviews generally conducted each six calendar months or as

deemed necessary by management. Employees should not construe or assume that any delay by management to conduct a performance review or not receiving a performance evaluation indicates that they are performing their job duties in a satisfactory manner. Employees who have not received a performance review should ask for feedback from your Supervisor and arrange a time to discuss their performance with the Managing Director or the President.

A performance review, however, does not mean or guarantee that a wage or salary increase will be granted automatically. The President must approve all pay increases. In the event of unusual economic conditions or other business reasons, the Company may elect to freeze or reduce pay rates.

2.20.1. Wage and Salary Reviews

Salary and wage rates are based upon an employee's job duties and responsibilities, work performance, potential for promotion, pay practices in the area, and the economic conditions of the Company. Pay increases are not automatic and are solely within the discretion of management and depend upon many factors in addition to performance. Any wage and salary review of employees will depend, in part, on the basis of either meeting or surpassing performance standards such as quality and quantity of work performed, job knowledge, customer relations, interpersonal skills, initiative, dependability, attendance, and other performance factors as deemed appropriate by management. The pay rates for part-time and temporary employees are not reviewed on a regular basis and may be adjusted when considered appropriate by the Company.

Performance reviews, salary or wage increases, and promotions do not in any way modify the at-will employment policy which permits either the employee or the Company to terminate the employment relationship at any time with or without cause or notice.

2.21. Job Openings: Promotions and Transfers

Whenever possible, job positions would be filled by promoting or transferring qualified employees from within the Company. However, consideration will not be limited to employees but will include all other applicants. All placements by promotion, transfer or new hire are based solely on skills and abilities, and the qualifications of individuals applying for an open position. Positive performance evaluations do not guarantee transfers or promotions. Employees who are interested in a promotion or transfer should discuss their interests with their Supervisor. To be eligible for a promotion or transfer within the Company, you must have spent at least six months in your current position and have received satisfactory performance including acceptable employee conduct. Exceptions to this guideline may be made based on the recommendations of your Supervisor.

2.22. Termination of Employment

2.22.1. Exit Interviews

Exit interviews, at management's discretion, may be conducted of employees due to a separation of employment. This interview allows you to communicate your views on working at the Company as well as the job requirements, operations and training needs of the position. At the time of the interview, you will be requested to return all Company property issued to you during the term of your employment.

2.22.2. Voluntary Termination

When an employee resigns for personal or other reasons, the separation is considered voluntary. If you should decide to voluntarily resign your position, please give advance written notice, and please include **all** of the reasons for your resignation to your Supervisor. As a courtesy, an employee is requested to give at least two weeks' notice.

An employee who has been absent for three (3) consecutive days without notification to their Supervisor or any member of company management will be considered to have abandoned his or her job and voluntarily terminated his or her employment without notice. The last day worked will be the date of separation. Failure to return from an approved leave of absence or vacation within the time limits established also will be considered as a voluntary termination of employment without notice. The date of the expiration of the leave or vacation will be the separation date.

2.22.3. Involuntary Termination

An involuntary termination is one that is initiated by the Company. Discharge is an involuntary termination that is initiated by the Company for any reason other than reduction in force. A layoff is an involuntary termination that is initiated by the Company as a result of reorganization, position elimination or declining operations.

2.22.4. Final Pay

All wages or salary in addition to accrued and unused vacation pay due employees involved in an involuntary termination will be paid on the last day of employment. All final wages or salary in addition to accrued and unused vacation due employees voluntarily terminating their employment will be paid on the last day worked, providing the employee gave the Company at least 72 hours' notice of his or her intent to resign. If an employee resigns without notice, the Company will have the employee's final pay ready for the departing employee within 72 hours of the time that the employee first notified the Company of his or her resignation.

2.22.5. Return of Company Issued Property

It is the responsibility of any terminating employee to return all property issued by the Company to him or her at any time during their term of employment that has not previously been returned to the Company. All such property, including any keys, laptops, manuals, files, documents, passwords, and other items that you may have in your possession, must be returned on or before the last day of work.

3. BENEFITS**3.1. Communication of Benefit Programs**

All employees will receive information regarding benefits during the new employee orientation and from the Employee Handbook. If you have any questions regarding benefit matters, you should direct your questions or concerns to your Supervisor or to the President who will be available to assist you.

The Company reserves the right to change, suspend or terminate any benefit as well as to require or change employer contributions or stipends for employee's purchase of an insurance premiums at its sole discretion. Employees will be notified of any changes in employee benefit programs at employee meetings or through memos.

This section of the Handbook is intended to provide a general overview of the benefits currently available to eligible employees of the Company. State and/or federal law govern some of these benefits, while others are determined by the Company or governed by a benefit provider. Should there be a difference between what this Handbook contains and a provision of an applicable law, benefits plan or contract, then the law, plan document or contract will prevail.

3.2. Group Insurance**3.2.1. Eligibility and Enrollment**

Regular full-time and part-time employees who have completed 60 days of continuous employment since date of hire or rehire are eligible to receive a monthly stipend contribution from MPC that they can use towards purchase of an insurance plan for themselves or for their family. All other employees, including any temporary employees, are not eligible for any Company stipend amount from the Company.

The Company does not provide or sponsor any group medical benefits plan and therefore employees must take the initiative to enroll themselves and their dependents in a group insurance plan if they so desire.

3.3. Unemployment Insurance

The Company pays contributions to a state Unemployment Compensation Reserve account. Unemployment Compensation provides a weekly benefit for a specified period of time should employees be terminated through no fault of their own. These benefits change periodically and are

established by state law. Unemployment insurance benefits are not available to employees who voluntarily quit without good cause or who are terminated for misconduct.

3.4. Workers' Compensation Insurance

All employees are covered by Workers' Compensation Insurance, effective the first day of employment. Workers' Compensation Insurance provides employees or their beneficiaries with certain benefits in the event of job-related illness, injury or accidental death. The Company and its workers' compensation insurance carrier have chosen a medical provider network (MPN) to provide medical treatment when an employee is injured at work. Employees are provided with written notification and information about using this workers' compensation physician network for on-the-job injuries or illnesses.

The Company pays the full cost of this insurance. If employees sustain a job-related illness or injury, they **must** report the illness or injury to your Supervisor or the President the same day an illness or injury occurs. Failure to do so could result in a delay of benefits by the insurance carrier.

If employees sustain a job-related illness or injury that requires medical treatment, they will be paid in full for the day such injury occurs or illness begins. All other payments for lost wages or salary due to a job-related illness or injury, medical treatment, and any other benefits will be made by the workers' compensation insurance carrier as required by law. Workers' compensation insurance payments are coordinated with any paid sick leave or vacation taken as part of a medical or disability leave of absence. Contact your Supervisor for more information about workers' compensation insurance benefits.

If medical treatment is needed for a work-related injury or illness, your Supervisor will make immediate arrangements to have your injury or illness examined at a nearby Company-approved medical facility. Work-related injuries or disabilities requiring absence from work will be authorized as a leave of absence, subject to recommendations by an authorized medical practitioner. You must be authorized by the Company to visit a designated physician or an emergency clinic or hospital for examination and treatment of work-incurred injuries or illnesses. If further treatment or return medical visits are needed, the injured employee should schedule such visits outside of normal working hours when requested by management or during working hours with prior approval by your Supervisor. The Company reserves the right to require documentation that treatment was required and given.

The Company's policy is to investigate all questionable or suspicious workers' compensation claims and to refer them to the state's Bureau of Fraudulent Claims if they appear to be fraudulent. A person convicted of filing a fraudulent worker's compensation claim may be sentenced to state prison for up to five years, or be fined up to \$150,000, or both.

3.5. State Disability Insurance (SDI) and Paid Family Leave (PFL)

State Disability Insurance effective covers all employees the first day of employment. State Disability Insurance provides employees with certain benefits in the event of illness or injury, which is **not** job-related. SDI payments are coordinated with any paid sick leave or vacation taken as part of a medical or disability leave of absence. By state law, employees are required to pay the cost of this protection through payroll taxes on their earnings. The Company, also by state law, is required to withhold this tax from everyone's paycheck.

Employees who are covered by the State Disability Insurance plan may receive benefits after the seventh day of disability. State Disability benefit claim forms are available from any office of the California Employment Development Department (EDD), and from most doctors and hospitals.

Additionally, EDD sponsors Paid Family Leave (PFL) within the SDI program when an employee takes time off from work for a qualifying family leave. PFL provides eligible employees with a partial wage replacement for up to 8 weeks in a 12-month period when they are absent from work to care for a seriously ill family member (i.e., child, parent, spouse, or domestic/civil union partner), or to bond with a newborn child or a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Additionally, in California, PFL benefits also include time off taken to care for the employee's seriously ill grandparent, grandchild, sibling, or parent-in-law.

PFL does not create a right for a leave of absence, job protection, or guarantee reinstatement other than what is already mandated by laws such as under the California Family Rights Act (CFRA as amended) or the California pregnancy disability leave. Eligible employees may be required to use up to two weeks of their accrued but unused vacation benefits prior to receiving any PFL benefits except during an CFRA (as amended) leave.

Paid Family Leave (PFL) benefits are also available for any qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent in the United States Armed Forces deployed in a foreign country or in support of a contingency operation. An employee who is entitled to a leave of absence under CFRA must take PFL concurrently with this leave.

3.6. Holidays

3.6.1. Eligibility

Regular full-time employees who work at least 40 hours per week are eligible for holiday pay from their date of hire. Eligible employees must work their regularly scheduled workdays before and after a holiday observed by the Company, unless the absence was approved in advance or excused by your Supervisor. Eligible employees also receive holiday pay whenever they are on an approved vacation during which the Company observes a holiday.

Employees who are on an unpaid leave of absence as of the date the Company observes a holiday are not eligible for holiday pay. Part-time who work less than 40 hours per week and temporary employees are not eligible for holiday benefits.

3.6.2. Holidays Normally Observed

Eligible employees are provided with the following paid holidays each year:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Day Before Christmas
- Christmas Day

If a holiday observed by the Company occurs on a Saturday, the holiday will generally be observed on the preceding Friday. If an observed holiday occurs on a Sunday, it will generally be observed the following Monday. The Company may eliminate or change holidays, or designate additional holidays so please check with your Supervisor for the appropriate holiday schedule that is in effect.

3.6.3. Holiday Work

MPC will normally be closed on all holidays listed herein. However, in the event that an employee is scheduled to work on a holiday observed by the Company, the following will apply: When a non-exempt employee has been authorized or is required by your Supervisor to work on a holiday observed by the Company, the employee will receive holiday pay plus his or her regular rate of pay for the hours actually worked on the holiday. In lieu of holiday pay, the employee may elect to schedule another paid day off within 30 calendar days of the holiday as approved by your Supervisor.

3.6.4. Holiday Pay

If a holiday is observed by the Company on a day that the employee ordinarily would not be scheduled to work, the employee will be ineligible for holiday pay for that day. Eligible, exempt employees receive their regular salary. Eligible, full-time non-exempt employees will receive their regular straight time hourly wage rate for the number of hours that they are regularly scheduled to work on the day a holiday

is observed by the Company, not to exceed 8 hours. Holiday benefit hours that are paid are not considered to be hours worked for purposes of overtime pay eligibility.

3.6.5. Religious Holiday

In order to reasonably accommodate the religious needs of employees, time off for religious observances that are not scheduled paid holidays observed by the Company may be taken without pay. Employees must give reasonable advance notice in writing to your Supervisor and obtain prior approval so that that another employee may be assigned, if required, to the work being performed by the employee requesting the time off. Reasonable notice is considered to be a minimum of 14 consecutive calendar days. At the employee's option, unused vacation, if available, may be taken for religious holiday absences.

3.6.6. Floating Holiday/Birthday

In addition to the scheduled holidays identified previously, full-time employees can take one floating holiday with regular rate of pay on their birthday or any other day of their choice during each year of employment starting with their date of hire and each anniversary of that date. Eligible full-time employees who work at least 40 hours per week will be entitled to a "floating holiday benefit" during each calendar year (January 1 - December 31). Employees who are not classified as regular full-time employees are entirely ineligible for any floating holding benefit.

Eligible employees may schedule the day off and receive a regular day's pay for the day, provided the employee has obtained the prior written approval of his or her supervisor. The floating holiday must be used during the calendar year in which it is earned. If an employee has not received approval from his or her supervisor to take a specific day off for the floating holiday by October 1 of the year, the company will exercise the option, in its sole discretion, either (1) to direct the employee to take a particular day off and use the benefit or (2) in lieu of providing the day off, to distribute one day's pay to the employee as the floating holiday benefit.

Scheduling of a Floating Holiday is subject to approval by your supervisor or department manager using the Time-Off Request Form.

Floating Holidays must be requested at least 30 days in advance. Any request made with less than a 30-day notice may not be approved.

A Floating Holiday is taken for the full day regardless of if it is a partial Company workday (i.e., Christmas Eve or New Year's Eve). You cannot take a half day of Floating holiday.

Floating Holiday Time Off will not be counted as hours worked for the purposes of determining Overtime pay. Eligible employees will be paid in a lump sum for all unused floating holiday benefits at time of termination from employment with the company at their current regular pay rate of pay at the time of separation.

3.7. Vacation

The Company recognizes the importance and necessity of time away from the job for the purposes of leisure, recreation, relaxation and personal obligations. Accordingly, the Company offers a paid time off program for eligible employees to use for vacation as well as for personal time off due to illness, personal appointments, family matters, school activities, religious observances, and other personal obligations.

3.7.1. Eligibility

Eligible regular, full-time employees who work at least 40 hours per week will become eligible to receive vacation benefits after completing 90 days of continuous employment to their anniversary date of each succeeding year based upon length of continuous service with the Company. Part-time employees who work less than 40 hours per week and temporary employees are not eligible for vacation benefits.

Eligible employees may begin taking vacation only after earning vacation benefits. No advance paid vacation may be taken.

Based on the length of continuous service, the following vacation benefit schedule is based on regular full-time employees who are regularly scheduled to work at least 40 hours per week:

Years of Service Completed (Employee's Anniversary Date)	Vacation Days/Hours Per Benefit Year
Date of hire through 3 rd month	0 days/ 0 Hours
4 th month – Year 1	5 days/40 hours
Year 2-Year 5	10 days/80 hours
Year 5 forward	15/120 hours

3.7.2. Holidays During Vacation

If a Company observed holiday occurs during a scheduled vacation and employees are otherwise eligible for holiday pay, such employees will be paid for the holiday rather than a vacation day and will also be expected to return to work on the date originally authorized by your Supervisor.

3.7.3. Scheduling a Vacation

Because of business requirements and project schedules, your vacation must be scheduled at a time that has been approved in advance by your Supervisor. Vacation requests are to be submitted for approval in writing to your Supervisor at least two (2) weeks in advance of the desired vacation time in order to determine staffing requirements and allow scheduling of coverage in your department.

Vacation requests will generally be approved on a first come, first serve basis. The Company will make every effort to accommodate vacation requests. If a conflict arises where two employees submit their vacation requests at the same time for the same vacation dates, the priority will generally be based on length of service so long as the senior employee's request was received in a timely manner. To avoid disappointment, it is highly recommended that employees schedule their vacations and submit requests at the earliest possible opportunity rather than wait until the last moment to request time off from work.

Earned vacation time is available for use after its accrual. Vacation time is to be used for rest, relaxation, appointments, personal business, and other time off due to personal reasons. Vacation benefits for eligible, non-exempt employees will be paid in 1-hour increments up to 8 hours for a workday. Vacation benefits for eligible, exempt employees will be paid for each half-day not worked (when taking 4 hours or more off work). Vacation pay will be based on the employee's base pay rate in effect at the time such vacation is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Payment for vacation time off will be made on an employee's regularly scheduled payday.

3.7.4. Unused Vacation

Employees are to use their vacation benefits each year. Unused vacation days may not be carried over to a subsequent benefit year. Any vested amount of Vacation benefits still unused at the time of each anniversary year of employment will be paid out to an employee at their regular rate of pay at that time.

The Company reserves the right, if necessary, to designate vacation periods during which employees are expected to schedule their vacations in order to accommodate overall work schedules and/or to ensure employees actually use all of their accrued vacation benefits.

3.7.5. Payment of Vacation at Termination

Eligible employees who have completed 90 days of continuous service will be paid in a lump sum for all unused vacation benefits through the date of termination at their current regular pay rate at the time of separation. Employees whose employment terminates for any reason prior to the completion of 90 days of continuous service who have no vacation benefits will therefore not be eligible for any vacation pay at

the time of their termination. Any vacation that has been improperly paid to an employee will be owed to the Company upon termination and may be deducted from the employee's final paycheck in accordance with applicable state law.

3.8. Paid Sick Leave

Regular full-time and part-time employees as well as other employees who meet the eligibility service requirements will earn personal sick leave or paid sick leave benefits. This paid sick leave policy applies to all employees and supersedes any other company paid sick leave policy. It is intended to satisfy the requirements of paid sick time that may be required under applicable state law and/or local ordinance¹ where employees may work. If there is a difference between this paid sick leave policy and applicable paid sick leave law, then the more favorable or beneficial condition will prevail. Any questions or issues that employees as well as managers and may have should be referred to the President for a decision.

Regular full-time and part-time employees as well as other employees who meet the eligibility service requirements as specified by applicable state law are eligible for paid sick leave benefits for an anniversary year of employment. New employees who have worked for 30 or more workdays within a year from the beginning of their employment are eligible to receive paid sick days' benefits. After the effective date of this policy or the employee's first day of employment whichever is later, eligible non-exempt and exempt employees would receive 5 sick days (up to 40 hours) for use during their year of employment provided that they have completed the eligibility service requirements. Thereafter, eligible non-exempt and exempt salaried employees would receive 5 sick days at the beginning of each new Calendar year (January 1st). Employees who do not meet the eligibility service requirements are not eligible for sick leave benefits.

Eligible employees may start using their earned sick leave benefits beginning on the 90th day of employment. Last minute unscheduled time off ("calling in sick") disrupts business operations, creates scheduling issues and should be avoided. For a non-emergency reason or for a foreseeable situation, employees are to provide reasonable advance notification to their Supervisor at least one week's notice or as soon as possible in advance of a need for paid sick leave. For an emergency situation that is unforeseeable, employees are to notify their Supervisor of an intended absence as soon as practicable. Employees are to use their available paid sick leave benefits in minimum increments of two (2) hours.

Paid sick leave can be used for any reason allowed by applicable law, including for absences due to the diagnosis, care or treatment of an existing health condition, or preventative care of the employee or the employee's covered family member or for kin care purposes; personal illness, personal incapacity due to injury or disability; for recovery from physical or mental illness or injury; or to attend to an illness of the employee's child, parent, spouse or domestic partner, or the child of the domestic partner as well as an illness of the employee's sibling, grandparent, or grandchild; Paid sick leave may also be used by an employee who is a victim of domestic violence, sexual assault or stalking for the purposes as specified by applicable law.

For purposes of this policy, "family members" include a:

- Spouse.
- Biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.
- Biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child.
- Sibling.
- Grandparent or grandchild; and
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner; and
- Designated person.

The definition of "child" applies regardless of a child's age or dependency status.

¹ The Healthy Workplaces, Health Families Act of 2014 (California Labor Code Sections 245 & 246 et. seq.) as well as the City of Los Angeles paid sick leave ordinance for employees who work within the City of Los Angeles (Los Angeles Municipal Code, Article 7, Chapter XVIII, Section 187.00 et. seq.).

The definition of “designated person” means a person identified by the employee at the time the employee requests paid sick days. Employees must inform Human Resources of the “designated person” that they identify. Employees are limited to one designated person per 12-month period for paid sick days.

Paid sick days will be compensated at the same wage or salary as the employee normally earns during regular work hours. The rate of pay will normally be based on the employee’s hourly wage or regular pay rate currently in effect.² Sick leave would be paid on the payday for the next regular payroll period after the sick leave was taken. Sick leave payments would be coordinated with state disability/paid family leave or workers’ compensation insurance benefit payments (when applicable) so that all such payments will not exceed the employee’s normal weekly gross earnings.

Since eligible employees receive their full amount of sick leave benefits at the beginning of each anniversary year, sick leave benefits do not accrue and unused sick leave benefits do not carry over to the following year. Employees may use up to 40 hours (or 5 days) of the available personal sick leave benefits per year.

Full or partial days off due to illness or injury more than available sick leave that is allowed each year by non-exempt employees will be taken without pay. Exempt employees who have used all their available sick leave that is allowed each year to continue to receive their salary for an occasional illness that is less than a full day under this sick leave policy. However, the salary of exempt employees who have exhausted their sick leave allowance may be deducted for absences of a full day or more due to illness or disability.

Available and unused sick leave may **not** be used for personal time-off (other than for an absence due to illness, medical appointments or another qualifying reason as specified by applicable California or municipal paid sick leave law), nor can it be used for vacation time or in conjunction with other types of days off. If all accrued sick leave benefits have been used and your Supervisor has approved additional time off, employees may use their available vacation benefits (if applicable) for the additional time off due to illness or injury.

When an employee uses paid sick leave for more than five (5) consecutive workdays (for example, four or more consecutive days of paid sick leave) due to illness or injury, the Company may require the employee to submit a physician’s statement to substantiate the absence or the need for a leave from work, or as may be permitted by applicable paid sick leave law. Furthermore, MPC may request proof of illness, injury and/or a doctor or dental appointment in connection with a medically related absence of a shorter duration, for example, when management reasonably suspects misuse such as using a paid sick leave for a beach, ski or vacation day; or a pattern of abuse such as absences taken on Fridays or Mondays or immediately prior to or immediately after an employee’s weekend or scheduled days off, holidays, vacation days or paydays, in order to verify the absence. In addition, before an employee may return to work, the Company may require a doctor’s written verification stating that the employee can resume his or her job responsibilities with or without restrictions.

The Company would not deny a qualified employee to use available sick days for time away from work that is protected by applicable paid sick leave law. No qualified employee will be terminated, retaliated, or discriminated against for using or requesting the use of available paid sick leave that is regulated by state or local paid sick leave law, if applicable. A misrepresentation regarding the need to take sick leave for a purpose other than for a qualifying reason as specified by applicable law, however, may be subject to appropriate disciplinary action. An employee who does not call or report to work for three (3) consecutive workdays will be considered to have abandoned his/her job and have voluntarily terminated his/her employment with the Company, unless there are extenuating circumstances acceptable to management.

² If an employee has different hourly rates in the 90 days before taking the paid sick leave, was paid by commission or piece rate, or was a nonexempt salaried employee, the rate of pay will be calculated by dividing the employee’s total wages (not including overtime premium pay) by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

Unused sick leave benefits have no cash value upon termination of employment for any reason. There is no pay out of unused sick days upon termination of employment for any reason or at any time during employment. However, the Company would restore to an employee any unused paid sick leave if the employee is rehired within one year from the date of separation from employment. The rehired employee would be entitled to use the previously accrued but unused paid sick leave and to accrue paid sick leave upon rehiring.

3.9. Bereavement (Funeral) Leave

Employees who have worked for the company for at least 30 days are eligible for an unpaid bereavement leave of up to a maximum of five (5) days to attend a funeral when there is a death in the employee's family.

Employees may use available paid sick leave, or other compensatory time off benefits to offset lost wages during any unpaid bereavement leave.

Bereavement leave may be taken on consecutive days or intermittently, however, all approved bereavement leave must be completed within three months of the death of the family member.

Additional time off without pay may be granted if approved by the President depending upon the circumstances involved and decided on a case-by-case basis. The decision of whether to grant additional unpaid bereavement leave is at the sole discretion of the Company.

A family member is defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Child relationships include a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Parent relationships include a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. No other relatives are considered as family for purposes of receiving bereavement leave under this policy. Bereavement leaves for any other family member or a friend may be granted by the President on a case-by-case basis at the sole discretion of the Company.

An employee who has a death of any family member or a friend must immediately notify and obtain prior approval from senior management of an intended absence from work. The Company reserves the right to require documentation of the death of the family member or friend within 30 calendar days from the employee's first day of bereavement leave as a condition of approval for a leave of absence under this policy, such as a death certificate; a published obituary; or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, a government agency, or other applicable entity. Employees will not suffer any adverse employment action for choosing to utilize bereavement leave or for giving information or testimony as to their own or another person's bereavement leave in an inquiry of proceeding related to rights guaranteed for bereavement leave.

3.10. Company Sponsored Social and Recreational Activities

Employees are **not** required to attend or participate in any post-work party or recreational, social or athletic activities. The Company periodically may sponsor such activities that are made available to employees and their immediate families. The purpose of these events is to promote fellowship among employees and their families.

Participation in any off-duty Company sponsored recreational, athletic or social activity is strictly voluntary and at the employee's own risk. No one is required to participate in these activities, and when they occur, they do not constitute a part of any employee's work-related duties, unless the Company notifies employees in writing that participation is mandatory. The Company assumes no liability for any injury or accident arising out of any post-work party or social event. It is important to remember also that any injuries or illnesses that may result from participation in a Company sponsored recreational, athletic or social activities are not covered by workers' compensation insurance.

If any employee feels unsafe in driving or has consumed alcoholic beverages that would make it unsafe or not advisable to drive a vehicle, that employee should engage a rideshare or taxicab to get home

safely or ask another employee or a designated driver who has not been drinking alcohol for a ride home.

The behavior of all employees and their guests attending a Company sponsored social event is expected to conform to the Guidelines for Employee Conduct in this Handbook.

4. LEAVES OF ABSENCE

4.1. Leaves Without Pay

The Company recognizes that circumstances beyond an employee's control may require absence from work for medical and other compelling reasons. Therefore, the Company has established guidelines in granting leaves of absence without pay to assist employees during these periods.

During a leave of absence, an employee is not eligible for holiday pay and does not earn any vacation, sick leave or other employee benefits based on continuous employment. Employee performance and wage and salary review dates will also be adjusted by the total amount of time taken for leaves of absence exceeding 30 consecutive calendar days.

Eligible employees receiving monthly stipend will continue to receive in effect during an approved leave of absence up to the last day of a calendar month in which a leave of absence begins. See for further information, contact the Managing Director.

Leaves of absence are not granted to employees who cannot report for work because they have been incarcerated or convicted of a crime.

4.2. Conditions of Leave

Employees may be eligible to take a leave of absence, without pay, subject to the following general conditions and applicable law:

1. Any employee who expects to be absent for any reason must submit a request for an approved leave of absence, which will begin as of the first day of absence. Requests for leaves are to be submitted **in writing** and must be approved by your Supervisor.
2. Each request for a leave must include the reason(s) for the leave, as well as the specific dates that the leave is expected to begin and end. Employees who are requesting a medical leave of absence do not have to disclose private medical information or identify the specific nature of the health condition that is the basis for the intended leave of absence.
3. When requesting a leave for non-emergency reasons, employees must normally submit their request at least 30 calendar days in advance of the date the leave is to begin. If the leave is for unforeseen or emergency reasons, an employee is required to give your Supervisor as much notice as possible if the 30-day requirement cannot be met.
4. An extension may be granted when feasible and consistent with Company policies, business needs, operational concerns, and workload. However, the extension must be obtained **before** the agreed upon date of return. When on any type of medical leave, an employee must provide a physician's statement verifying the need for an extension and the expected date of return.
5. Employees must return to work on or before the agreed upon date. Failure of any employee to return to work on or before the agreed upon date, with a physician's release if required, will be interpreted as a voluntary resignation.
6. Employees are to use their accrued sick leave and/or the Company may require available vacation benefits for leaves of absence as, unless otherwise specified by law (e.g., Pregnancy disability leave, jury duty, military duty, etc.). Any sick leave and/or

vacation payments will be integrated with all other pay an employee may be eligible to receive from State Disability Insurance, Family Temporary Disability Insurance (Paid Family Leave), Workers' Compensation Insurance, or Military Duty so as to equal the amount of pay that would have been received from the Company during a leave of absence.

For information regarding the types of leave, eligibility for leave, and the length of leave normally authorized, see the individual descriptions of each type of leave that follow.

4.3. Family and Medical Care Leave (California only)

Since the Company employs 5 or more employees, the employer provides eligible employees with family care and medical leave as required by the California Family Rights Act (CFRA) as amended. This policy provides an overview of the leave provided under the CFRA but is not intended to diminish or increase any obligations or rights set forth under such law. Unless otherwise defined in this policy, the terms used in this policy have the meanings they are given under the CFRA. Employees may obtain additional information from posted notices and from the Human Resources Manager.

An employee is eligible for family care and medical leave if 1) he or she has worked for the Company for at least 12 months (consecutive or nonconsecutive), and 2) has worked at least 1,250 hours during the previous 12 months preceding the start of the leave. An employee does not need to meet the eligibility criteria again to re-qualify for additional leave that is available within the 12-month period if the additional leave is requested for the same qualifying event as the previous leave. The Company would notify an employee as to his or her eligibility to take a CFRA leave.

If the above conditions are met under CFRA, eligible employees may take unpaid family care and medical leave up to a maximum of twelve (12) work weeks within a 12-month period for Family and Medical Care Leave for the following reasons:

- For an employee's own "serious health-condition" (as defined by applicable law).
- To care for an immediate family member (spouse, parent, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability) with a serious health condition. A "family member" also includes an employee's child regardless of age or dependency status, parents-in-law, grandparents, grandchildren, siblings, and designated person who is related by blood or whose association with the employee is the equivalent of a family relationship (the employee's designated person may be identified at the time leave is requested, although employees are limited to one designated person per 12-month period).
- For the addition of a new child to the employee's household, whether by birth, adoption, or placement by the state so long as the leave is taken within 1 year of birth or placement with the employee for adoption or foster care; or
- For any qualifying exigency as defined by law arising out of the fact that the spouse, child, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces in support of a contingency operation. Depending on the type of leave available, qualifying exigencies may include, but are not limited to, issues arising from short-notice deployment, attending certain military events or related activities, providing, or arranging for certain childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, and certain parental care.

As used in this policy, the term "spouse" means a spouse as defined, recognized, or permitted under state law for purposes of marriage in the state in which the employee resides, and includes a registered domestic partner or same-sex partners in marriage.

A serious health condition is an injury, illness, impairment, or physical or mental condition that involves either:

- An overnight stay in a medical care facility, or
- Continuing treatment by a health care provider for a condition that includes one or more of the following periods of incapacity:
 - More than three consecutive full days and any subsequent treatment or incapacity related to the same condition.
 - For treatment for incapacity due to a chronic serious health condition.
 - Permanent or long-term incapacity due to a condition for which treatment may be ineffective; or
 - To receive multiple treatments.

Other conditions may also satisfy the definition of a serious health condition. Please see Your supervisor for the types of “serious health conditions” covered by the applicable laws.

Employees who are not eligible for family and medical care leave under CFRA may request a personal or general medical leave (see 4.4 General Medical or Disability Leaves of Absence or 4.8 Personal Leave), which may be granted at the sole discretion of the Company.

Duration

Family and Medical Care Leave generally begins on the first day that the employee is unable to work or is needed to care for an immediate family member or on the date requested by the employee in the case of the addition of a child to the employee’s household and ends when the employee can return to work or after a total of 12 weeks of leave, whichever occurs first.

Employees may also take leave intermittently (in blocks of time or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or the employee’s child, parent, spouse, or registered domestic partner and if the intermittent leave schedule is medically necessary as determined by the healthcare provider of the person with the serious health condition. Leave due to military exigencies may also be taken on an intermittent basis. See Your supervisor for the minimum duration of such intermittent leave. Under such circumstances, the Company may request that the employee transfer temporarily to an available position offering equivalent rate of pay and benefits, the employee is qualified for the position and the position better accommodates recurring periods of leave than the employee’s regular job.

If a leave is due to the birth, or placement for adoption or foster care of a child, the leave may be taken intermittently but not less than two weeks in duration, except on two occasions the duration of leave can be less than two weeks. If both eligible parents are employed by the Company, then both employees may each take up to 12-weeks of leave as specified under CFRA.

Requests for intermittent or reduced schedule leave for the birth or placement of a child may be directed to Your supervisor and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position.

Any leave taken under CFRA for baby bonding will be granted in minimum amounts of 2 weeks. However, the Company will grant a request for CFRA leave for baby bonding of less than 2 weeks duration on any two occasions. Any leave taken for the birth of a child or placement of a child in the employee’s household must be concluded within 1 year of such event.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for Family and Medical Care Leave at the time they call off.

Intermittent leave, when authorized, may be taken in increments of no less than **one hour**.

Notice and Designation of Leave as Family and Medical Care Leave

Employees generally must give advance notice of 30 days prior to the leave, or as much advance notice as is practicable. Whenever a serious health condition is involved, the employee must submit a written certification from a physician or health care provider certifying that the employee is either unable to perform his/her job due to the serious health condition or is needed to care for an employee's family member who has a serious health condition and is covered under CFRA; specifying the date when the leave is to begin; and indicating the estimated or probable duration of the leave. Any such scheduling is subject to the approval of the attending healthcare provider of the employee.

The Company will give an employee a timely written notice that a particular leave is "designated" as a leave that qualifies under CFRA as soon as the Company obtains knowledge that the leave is for family care and medical leave purposes. The notice may be oral; however, it will be confirmed in writing as soon as possible after receiving notice of the need for leave by an employee. A leave may be retroactively designated as a CFRA leave with appropriate notice to the employee and where the failure to timely designate does not cause harm or injury to the employee such as when the Company does not learn the reason for a leave until an employee returns to work or when the Company is awaiting receipt from an employee of a medical certification or other reasonable documentation.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections.

This policy is intended to comply with California state law on this subject and is not intended to create rights to (or during) leave other than as required by law.

Group Medical Benefits

During the family care and medical leave period under CFRA, the Company will maintain and pay for the employee's group health coverage under the same conditions as if he or she had remained actively employed for up to 12 weeks unless otherwise specified by applicable law. The employee must continue to pay his or her portion of the required monthly insurance premiums, if any, while on leave. An employee will not lose any seniority or employee benefits that were accrued prior to taking an approved family care/medical leave.

The Company may require an employee on a family care/medical leave of absence to submit an updated written certification and report from the employee's physician or practitioner beyond the date or estimate the employee originally needed for the family care or medical leave regarding his/her medical status or the requirement for continued care of a covered family member who prompted the need for the leave, and the employee's ability to return to work. If additional leave is requested at the end of the period the employee's health care provider originally estimated the employee needed for a CFRA leave, the employer may require the employee to obtain recertification.

Leaves approved by the Company under this policy will normally be charged to the employee's unused sick leave and/or vacation benefits. Leaves more than available sick leave and/or vacation benefits will be without pay. During leaves paid pursuant to a temporary disability benefit plan or workers' compensation, the Company does not require the employee to use his or her available sick leave and/or vacation benefits but the employee may elect to use accrued sick leave or vacation benefits for an applicable CFRA leave to supplement payments covered under a temporary disability plan or workers' compensation as permitted by applicable state law so long as all such payments will not exceed the employee's normal weekly gross earnings. In California, employees may be eligible for either State Disability Insurance (SDI) or Family Temporary Disability Insurance (Paid Family Leave) benefits and should contact EDD for information about SDI or PFL benefits.

In any leave situation where an employee is eligible for a family care and medical leave under CFRA as well as another Company provided leave, the leave of absence period will run concurrently rather than one leave period being added onto the other (except for pregnancy disability leave as well as organ or bone marrow donation leave under California law).

Medical Certification

In addition to the provision of notice of the need for leave, the Company will require that the employee provide medical certification of the need for Family and Medical Care Leave (other than leaves for the addition of a new child to the employee's household).

Employees are expected to return a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form).

The Company may require re-certification from the healthcare provider if additional leave of more than 30 days or if an extension of the original leave is requested.

If the leave is needed to care for a sick child, spouse, registered domestic partner, or parent, the employee must provide certification from the family member's healthcare provider which states:

- The date of commencement of the serious health condition.
- The probable duration of the condition and the necessary duration of the leave.
- The estimated amount of time the healthcare provider believes that the employee will be needed to provide care; and
- A confirmation that the serious health condition warrants the participation of the employee.

If the leave is needed for the employee's own serious health condition, the employee must provide certification from the employee's healthcare provider which states:

- The date of commencement of the serious health condition and the date of the medical advisability for the leave to commence.
- Probable duration of the condition and the necessary duration of the leave; and
- A statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position because of the employee's serious health condition.

Certification forms are available from Your supervisor. The Company may require certification from the employee's health care provider at the end of the leave or transfer period that they are able to resume work and perform the essential functions of your job without accommodation or with a specified accommodation. Upon request, Your supervisor may provide the employee seeking the leave with a copy of his or her essential job functions to provide to his or her healthcare provider to assist in the review of the employee's condition.

The Company may, at its own expense, require a second or third medical opinion regarding the employee's own serious health condition or for the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, the Company may also require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees

are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

The Company may require an employee on a family care/medical leave of absence to submit an updated written certification and report from the employee's physician or practitioner beyond the date or estimate the employee originally needed for the family care or medical leave regarding his/her medical status or the requirement for continued care of the family member who prompted the need for the leave, and the employee's ability to return to work. If additional leave is requested at the end of the period the employee's health care provider originally estimated the employee needed for a CFRA leave, the employer may require the employee to obtain recertification.

Leaves approved by the Company under this policy will normally be charged to the employee's unused sick leave benefits. Leaves for a duration longer than available sick leave and/or vacation benefits will be without pay. During leaves paid pursuant to a temporary disability benefit plan or workers' compensation, the Company does not require the employee to use his or her available sick leave benefits but the employee may elect to use accrued paid sick leave benefits for an applicable CFRA leave to supplement payments covered under a temporary disability plan or workers' compensation as permitted by applicable state law so long as all such payments will not exceed the employee's normal weekly gross earnings. Employees may be eligible for either State Disability Insurance (SDI) or Family Temporary Disability Insurance (Paid Family Leave) benefits and should contact EDD for information about SDI or PFL benefits.

In any leave situation where an employee is eligible for a family care and medical leave as well as another Company provided leave (except for organ or bone marrow donation leave under California law), the leave of absence period will run concurrently rather than one leave period being added onto the other. This policy is intended to comply with federal and California state law on this subject and is not intended to create rights to (or during) leave other than as required by law.-

Reinstatement

Under most circumstances, an employee returning from Family and Medical Care Leave within the permitted leave period described in this policy will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Care Leave would have been laid off had he or she not gone on leave or if the employee's job has been eliminated during the leave, then the employee would not be entitled to reinstatement, either to the original job or to a comparable position. Failure to return by the return-to-work date may be considered job abandonment which may result in termination.

Employees who took Family and Medical Care Leave due to a personal serious health condition will be required to submit an acceptable release from a health care provider that certifies the employee is able to resume work.

Please contact the Managing Director for additional information on eligibility requirements and specific guidelines on requesting leaves under this policy.

4.4. General Medical or Disability Leaves of Absence

Regular full-time and part-time employees who do not meet the eligibility requirements for Family and Medical Care Leave (CFRA) but have completed 90 days of continuous employment, may be granted an unpaid leave of absence for **temporary, non-job related** medical conditions up to 30 calendar days. Temporary employees are not eligible for medical leaves of absence. Medical leaves are granted on the basis of a physician's written statement certifying that the employee is unable to work and cannot perform the essential functions of the job. The Company may require periodic physician's verification of an employee's inability to work. Continuation of the employee's group medical insurance benefits will be in accordance with the Continuation of Group Health Insurance provision of this Handbook. If an

employee does not return to work on the first day following the expiration of the approved leave of absence, the employee will be considered to have voluntarily resigned from the Company.

A medical leave of absence for a period longer than 30 calendar days or an extension of a medical leave of absence beyond 90 calendar days may be granted at the sole discretion of management on the basis of a physician's written statement certifying that the employee is still unable to work because of a medical disability. The business needs and operational concerns of the Company will also be taken into account.

Furthermore, a medical leave of absence would also be granted as a reasonable accommodation to an employee who has a disability that is covered by applicable federal and/or state employment laws (see 2.2 Disabled Employees and Job Applicants).

An employee who is ready to return to work from a leave of absence must submit a medical release to the Company verifying his or her fitness or ability to resume work at least 3 business days prior to the expected date of return to work. An employee who is granted a medical leave of absence is not guaranteed reinstatement to the same or comparable position, or that a position will be available upon his or her release to return to work. Consideration for return to work status is at the sole discretion of the Company. An employee may be considered for reinstatement to the same or comparable position or for another position for which he or she is fully qualified, and that may be available when the leave of absence ends and the employee has been released to return to work. If no such position is available, the employee's employment with the Company will be terminated.

4.5. Workers' Compensation Leave

Workers' Compensation leaves without pay are granted for situations in which there is a physician's written statement that a leave is required because of "work related" illness, injury, or other physical disability. The physician's statement must provide details acceptable to the Company regarding the nature of the disability and the anticipated length of absence from work. Leaves involving questionable work-related disabilities, as permitted by prevailing state and federal laws, may receive special attention from the Company and the workers' compensation insurance carrier.

Employees who are ill or injured as a result of a work-related incident and who are eligible for family and medical leave under the California Family Rights Act as amended will be placed on CFRA during the time they are disabled and not released to return to work provided that the employee's work-related illness or disability is also a serious health condition under the CFRA. The leave under these laws runs concurrently, and eligible employees will be on CFRA for a maximum of 12 weeks in a 12-month period.

An approved leave for a "work-related disability" generally will be extended for the duration of the disability until an employee is released for either full or partial duty, is determined to be permanently disabled and unable to return to work or informs the Company that he or she does not intend to return to work.

Prior to returning to work, an employee must obtain and provide your Supervisor with a physician's written release. The release must include specific restrictions, if any, that affect the employee's ability to return to work, and the anticipated duration. Failure to provide such physician's release may result in termination. In some cases, another medical release at company's expense may be required from a physician appointed by the Company.

4.6. Pregnancy Related Disability

A female employee who is pregnant will be permitted to work during her period of pregnancy as long as she is able to perform assigned duties in a safe and effective manner. The Company will grant a request for reasonable accommodation made by a female employee, on the advice of her health care provider, for physical or mental limitations arising out of pregnancy, childbirth, or related medical conditions. An employee may ask the Company for a reasonable accommodation for her pregnancy such as more frequent bathroom breaks, assistance with heavy work, a private place for expressing milk, or time off to recover from her pregnancy.

The employee may continue to work until the leave commencement date established by her physician. If, for any reason, the employee is unable to maintain the regular duties of her job, the Company will explore, under reasonable accommodation, job restructuring, reassignment to a temporary, alternative job assignment, (if available), or transfer to a vacant position for the employee.

The Company requires a medical certification from the employee's physician in order to grant a request for a reasonable accommodation or transfer to a different job position. The medical certification is to include the following information:

1. A description of the requested reasonable accommodation or transfer.
2. A statement that describes the medical advisability of the reasonable accommodation or transfer because of the employee's pregnancy.
3. The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A female employee may obtain a reasonable leave of absence without pay for a disability caused by pregnancy, childbirth, or related medical conditions. In California, an employee may take a pregnancy related disability leave for up to 4 calendar months (one-third of a year or 17-1/3 weeks or 693 hours of leave entitlement for a full-time employee who works 40 hours per week). Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically advisable as determined by the employee's physician.

If an employee works in another state, the Company will grant a reasonable leave to a female employee for a disability relating to her pregnancy, childbirth or related medical conditions that would be the same when it grants a leave to other employees for sickness and temporary disability or as may be required in accordance with applicable state law. Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically advisable as determined by the employee's physician or under applicable federal or state law.

An employee requesting a pregnancy-related disability leave of absence must first provide the Company with a statement from her physician certifying that she is unable to work at all or unable to perform one or more of the essential functions of her position, and confirming:

1. The date her physician recommends she discontinue work.
2. Any restrictions with regard to the employee's work that the physician may recommend before beginning a leave of absence.
3. The probable duration of the employee's pregnancy related disability leave.
4. The estimated date the employee will be released to return to work.

An employee may use, at her option, any available accrued vacation benefits during her pregnancy disability leave but is not required to do so. In California, the Company will continue to maintain and pay for the employee's monthly health insurance stipend under the same terms and conditions as if the employee has remained actively employed during the duration of her pregnancy disability leave up to a maximum of 4 calendar months. The employee is required to continue to pay her portion of the required monthly insurance premiums, if any, during the leave.

After the employee's pregnancy disability leave not to exceed 4 calendar months, the employee would be entitled to additional leave for up to 12 workweeks, if eligible, under the Family Care and Medical Leave (CFRA as amended) to bond and care for her newborn child.

A physician's statement verifying that the employee can return to work must be presented by the employee to her Supervisor upon returning to work. The statement (release) must include specific restrictions, if any, that affect the employee's ability to return to work, and her anticipated duration. An employee returning from a pregnancy related disability leave would be returned to her original position or a substantially similar position to the one that she previously held. However, in the event the Company must lay off employees due to economic or other business reasons, a pregnant employee will

have no greater right to reinstatement than any other Company employee. If the original or a substantially similar position is not available due to legitimate business reasons, the employee will be laid off, or the Company will consider a request for additional leave if the employee is unable to return to work due to a pregnancy-related disability, childbirth or related medical conditions as may be required by applicable laws.

4.7. Personal Leave

Regular full-time and part-time employees who have completed 90 days of continuous employment may be granted a leave without pay up to a maximum of 30 calendar days at the sole discretion of the Company if management determines a compelling, verifiable personal reason exists. An employee must submit a request for a personal leave of absence in writing to your Supervisor and must specify the period of time for the leave. The President and Managing Director must approve all personal leaves of absence as well as a personal leave of absence for a period longer than 14 calendar days or an extension beyond 30 calendar days, and any request for a leave from an employee who has not completed 90 days of continuous employment. The following factors will be taken into consideration in granting this type of leave: the reason for the leave, the employee's previous performance and length of service, the requirements of the job, the anticipated business schedule and workload, and the ability of the Company to assign duties to other employees and/or obtain temporary replacement personnel. Temporary employees are not eligible for personal leaves of absence.

Eligible employees may be granted an unpaid personal leave of absence at the sole discretion of management to care for the employee's new born child; to care for a child placed with the employee for adoption or foster care; or to care for the employee's child, parent, spouse or domestic partner who has a serious health condition. Additionally, employees may be granted time off from work to care of their seriously ill grandparent, grandchild, sibling or parent-in-law if approved by the President and Managing Director. Employees who take time off or leave work for these purposes may be eligible to receive partial wage replacement benefits through a paid family leave program administered by the California Employment Development Department (EDD). The Company may require employees to use up to two weeks of their accrued vacation benefits prior to receiving PFL benefits.

MPC does not guarantee reinstatement following a personal leave, nor can it assure that a position will be available upon an employee's return to work. Employees must request a personal leave as far in advance as possible. The Company requires employees to contact your Supervisor periodically during a leave and give prompt notice in the event of any change in circumstances that may affect the return date. If an employee does not return after expiration of the leave period, the employee will be deemed to have voluntarily resigned from employment with the Company.

4.8. School Appearance Leave

As provided by California law, employees may take time off without pay to attend a conference with a Company administrator or a teacher due to the suspension of the employee's child from a class or Company.

When requested, employees must provide written verification to the President from the child's teacher or principal in conjunction with a child's or ward's suspension from a class or Company.

4.9. Reproductive Loss Leave

Employees who have worked for the company for at least 30 days are eligible for an unpaid leave of up to a maximum of five (5) days for a reproductive loss due to a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (such as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure).

Employees may use available paid sick leave, or other compensatory time off benefits to offset lost wages during any unpaid reproductive loss leave of absence.

Reproductive loss leave may be taken on consecutive days or intermittently, however, all approved reproductive loss leave must be completed within three months of the reproductive-related loss event. If

an eligible employee suffers more than one reproductive loss event within a 12-month period, Company will provide a maximum of 20 days of unpaid leave under such circumstances.

Additional time off without pay may be granted if approved by the Human Resources Manager depending upon the circumstances involved and decided on a case-by-case basis. The decision of whether to grant additional unpaid reproductive loss leave is at the sole discretion of the Company.

For purposes of this policy, a covered reproductive loss includes losses suffered not only by the employee but any loss suffered by the employee's spouse, domestic partner, or other individual who would have been a parent of the child if not for the reproductive loss.

An employee who has suffered a reproductive-related loss event must immediately notify and obtain prior approval from the Human Resources Manager of an intended reproductive loss leave of absence from work. Employees will not suffer any adverse employment action for choosing to utilize a reproductive loss leave or for giving information or testimony as to their own or another person's reproductive loss leave in an inquiry of proceeding related to rights guaranteed for bereavement leave. The Company will maintain the confidentiality of any information provided by an employee requesting reproductive loss leave to the extent possible and to the extent permitted under applicable federal and state law.

4.10. Jury Duty

The Company will provide time off from work, without pay, to employees who have been summoned for jury duty. Employees may use their accrued vacation benefits while on jury duty service. The salary of exempt employees will not be reduced for any workweek in which they perform any work and also serve on a jury but may be offset by any amounts received by the employee as jury duty fees.

Within three days upon receiving a jury duty notice, an employee must immediately provide a copy of this notice to your Supervisor that specifies the dates that the employee will be serving as a juror. An employee must also give a copy of the jury duty notice to your Supervisor for retention in his or her personnel file **before** reporting for jury duty service.

When on jury duty, employees must report for work whenever their presence is not required at court, including during "phone in" or "on call" status. Employees who cannot report to work due to jury duty may be required to show proof of jury service or appearance.

The Company may request an employee to postpone his or her jury duty service in the event that such a postponement is necessary for business reasons.

4.11. Witness Duty and Subpoenas

Employees will be paid their normal wage or salary if required to be a witness or required by a subpoena to appear in court on Company business. Employees will not be paid for their time off if summoned to appear in court as a witness (except as may be required by applicable law) or because of a subpoena on matters not pertaining to Company business or on matters in which they are personally involved in the legal action. Employees must notify your Supervisor immediately when they are required to appear as a witness in a legal proceeding, and provide a copy of the notice to appear, trial summons or witness subpoena to your Supervisor as well as to your Supervisor. While taking time off from work, employees may use their accrued vacation benefits during any witness duty leave.

4.12. Military Duty and Military Family Leave

Leaves of absence and re-employment resulting from service in the National Guard or U.S. Military Armed Forces will be in accordance with applicable state and federal laws. A copy of the applicable, official military orders for training or active duty must accompany an employee's request for a leave of absence.

An employee who is a member of the U.S. Military Armed Forces Reserve or the National Guard and is subject to active or inactive duty training will be granted leaves of absence without pay, generally for up to two (2) weeks plus applicable travel time. An employee may use his or her accrued, unused vacation

benefits but is not required to do so for all or part of an unpaid leave of absence for Reserve training to supplement his or her military pay to equal the amount of pay that would have been received from the Company during the leave of absence. Any portion of a leave that occurs after all available accrued vacation benefits have been used will be without pay.

A military leave of absence without pay will be granted to an employee who is called to active duty in the U. S. Military Armed Forces, National Guard, Reserves, or other uniformed services as specified by applicable law. In California, this includes an employee who is a member of the National Guard in another state and is called into service by the other state or by the U.S. President, causing the employee to leave his/her job in California. An employee who leaves his or her job to perform military service may elect to continue his or her health insurance coverage for up to 24 months while in the military in accordance with Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). If the uniformed service is less than 31 days, the Company will continue to maintain and pay the employee's group health insurance under the same terms and conditions as if the employee has remained actively employed but the employee will be charged the usual employee contribution amount for the continued coverage. If the time of military duty service goes beyond 31 days, then the employee would be charged no more than 102% of the full premium cost for the continued group health insurance coverage in accordance with USERRA.

An employee returning from military duty shall be offered re-employment in accordance with USERRA. If an employee fails to notify the Company of his or her intent to return to work within the time allowed by law, the employee will be considered to have resigned.

4.12.1. Military Qualifying Exigency Leave

The California Family Care and Medical Leave (see section 4.3), also provides a leave of absence (for covered employers with 5 or to 49 employees) that permits an eligible employee to take up to 12 weeks of unpaid leave in a 12-month period as a result of any qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent in the United States Armed Forces deployed in a foreign country or in support of a contingency operation. A "qualifying exigency" includes planning for child care or parental care; enrolling a child in Company or daycare facility; attending meetings with Company officials; making financial or legal arrangements; seeking military benefits; attending counseling relating to the active duty of the service member; spending time with a covered military member who is on a short-term, temporary rest and recuperation leave during deployment; attending to farewell or arrival arrangements for the service member; or addressing issues related to the death of the service member.

During an approved leave for a qualifying exigency the Company will maintain the employee's group health plan on the same conditions as coverage would have been provided if the employee has been continuously employed during the leave period up to 12 weeks. Military exigency leave may be taken in a consecutive period, on an intermittent basis or on a reduced schedule in accordance with the California Family Rights Act (CFRA).

Please contact your Supervisor or the Managing Director for additional information on eligibility requirements and specific guidelines on requesting a leave for qualifying exigencies.

4.13. Other Leaves

The Company will provide employees with time off or other leaves of absences that may be required by applicable state law such as for lactation accommodation, voting in a statewide election, victim of domestic violence, sexual assault or stalking, emergency duty, child's suspension from school, victim of a serious or violent crime within accordance with applicable state law requirements. For additional information about these leaves, contact your Supervisor.

4.14. Return from a Leave of Absence

When an employee is returning from an approved leave without pay, the employee must notify your Supervisor at least 3 business days **prior** to the scheduled return date. The Company at its discretion, based on anticipated business needs and operational concerns, may or may not be able to hold an employee's position open during a leave of absence. If the position held no longer exists upon an

employee's return, placement in another position, if available, for which such employee may be reasonably qualified will be made if feasible. If placement in another position cannot be accomplished, such employee will be permanently laid off. Reinstatement after leaves involving Pregnancy Related Disabilities, Military Duty, Jury Duty, those leaves covered by workers' compensation, or other leaves regulated by law will be in accordance with applicable state and federal laws in effect at that time.

4.15. Termination During Leaves of Absence

An employee will be replaced or terminated during a leave of absence for any of the following reasons:

1. Notice of intent to resign or demonstration of intentions not to return to work is given.
2. Employee fails to return to work within the time specified for the leave without having obtained a Company approved extension of the original leave expiration date.
3. Employee fails to supply a doctor's certificate or other requested documentation to substantiate the need for, or an extension of, a leave.
4. Employee fails to accept his or her former position upon return, or if not available, another position for which the employee may be reasonably qualified.
5. Employee refuses to undergo a medical evaluation by an appointed doctor at Company expense when requested.
6. Employee accepts other employment at any time during the leave of absence that renders the employee unavailable to accept work at MPC when the employee is capable of returning to work and performing his/her essential job duties at the Company.
7. Employee's position has been eliminated or no longer exists at the conclusion of his or her leave.

5. HOURS OF WORK AND PAYROLL PRACTICES

5.1. Work Schedules and Job Assignments

Normal business hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Company management determines scheduled work hours for individual workers. Employees may be required to work after normal working hours or on weekends as determined by workloads and business requirements. Various factors such as workloads, operational efficiency, and staffing needs may require variations in an employee's starting and ending times and total hours worked each workday or workweek. Your Supervisor as far in advance as practical will announce changes in your work schedule. Employees are to check with your Supervisor regarding their individual work schedules. The Company reserves the right to change work schedules; and assign employees to jobs, shifts, and locations other than their usual assignments when required with or without notice.

5.2. Hours of Work

The daily and weekly work schedules may vary with each department, and the actual hours of starting and ending a shift may change from time to time to meet the varying conditions of business.

5.2.1. Rest Periods

All non-exempt employees will receive two 10-minute paid rest breaks in an 8-hour workday. These rest periods will occur as near as possible to the middle of each 4-hour work period insofar as being practical or feasible. Employees whose total daily work time is less than 3½ hours are not entitled to a rest period. Employees who work 3½ to 6 hours are permitted to take one 10-minute rest break, more than 6 and up to 10 hours are permitted to take a 2nd 10-minute rest break, and more than 10 up to 14 hours are permitted to take a 3rd 10-minute rest break. Employees are expected to check with your Supervisor whenever they have questions about their rest period schedule. During rest periods, employees are relieved of all duties and are provided with an uninterrupted break to use their rest time as they want and are allowed to leave the premises. If you intend to leave Company premises for any reason during your rest period, please simply as a courtesy, notify your Supervisor or Manager. Employees may not substitute a rest break in order to make up time for coming to work late nor can they miss or skip one or more rest periods in order to leave work early.

5.2.2. Lunch or Meal Period

Non-exempt employees who work more than 5 consecutive hours are provided with a 30-minute meal period. Meal periods are generally for 30 minutes unless otherwise approved by your Supervisor. Employees are to take their meal break within 5 hours from the start of their workday, and they must not miss or work through their meal break or take a late lunch period after the end of the employee's fifth hour of work. However, if 6 hours of work will complete the day's work, the employee may voluntarily choose not to take the meal break with the consent of your Supervisor.

Unless your lunch or meal period is otherwise scheduled, employees are to coordinate with your Supervisor as to the time when they wish to take their lunch break prior to the end of the employee's fifth hour of work. All employees are requested to take their meal period in accordance with the assigned schedule only or the approved time to take their meal period, and your Supervisor must approve any variations from their schedule. Employees who continue to work without taking their meal period after five hours of work or return early from their meal period must notify your Supervisor to obtain prior approval of such work or overtime, if any. During their meal period, employees are relieved of all duty or employer control and are free to come and go as they please and are permitted a reasonable opportunity to take an uninterrupted 30-minute break. Management will not impede or discourage employees from taking their meal breaks.

A non-exempt employee is entitled to a second meal period of at least 30 minutes for any workday in which the employee works more than 10 hours, unless waived by mutual consent of the employer and employee. A second meal period cannot be waived if an employee did not take his or her first meal period or works more than 12 hours in a workday.

All non-exempt classified employees assigned to telecommute or work from their home or remote office will have scheduled meal and rest periods in accordance with state, federal or any other applicable laws. Employees should notify management if they have been denied an opportunity to take a rest break or meal period. Accordingly, an employee who is not provided with a rest and/or meal period for any workday as specified in this policy, including when an employee was not permitted to take a rest break, when the employee missed or worked through a meal break, took a late meal period or did not receive an uninterrupted 30-minute meal period, must immediately notify their Supervisor as well as contact the Managing Director so that the situation can be corrected and the employee would not be deprived of his/her rest or meal period.

Meal periods are not paid time and must therefore be regularly recorded by non-exempt employees on their timesheets. Employees are permitted to leave Company premises without prior management authorization **only** during a meal period.

Employees are expected to promptly return to work after a rest break or lunch period. Employees who fail to record the meal periods they took, who return to work late, or who otherwise violate the Company's rest and meal period policies are subject to disciplinary action, up to and including termination.

5.2.3. Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee who is a nursing mother desiring to express breast milk for her infant child. Employees have the right under state law to request an accommodation in these circumstances. When a mother returns to work after her pregnancy disability leave and childbirth, she should meet with her supervisor to establish a schedule for breaks that will allow her sufficient time to express milk in a private area or room of the Company if she has decided to continue to breastfeed her infant child. If the Company is unable to provide break time or a suitable location for lactation at that time, a written response to the request will be provided to the employee. The employee is to use the 10-minute rest break time that is already provided by the Company and may choose to use her meal period to express breast milk as well. If the employee needs additional time beyond the normal rest breaks and meal period for expressing milk, the additional break time that is provided would be without pay. The Company may not be able to provide additional break

time if doing so would seriously disrupt its operations and create an undue hardship. Employees are authorized and permitted to take break time each time the employee has need to express breast milk.

The Company will provide a room or a place, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers which may be used by an employee to express breast milk. This location may be an available private office, if applicable, but shall be as close to the employee's work area as practicable. Employees must respect the privacy of any co-worker who may use a designated private area or room for lactation purposes. The room will be safe, clean, and free of hazardous materials, contain a surface to place a breast pump and personal items, and shall have a place to sit. There shall also be access to electricity either in the room or through extension cords or charging devices to facilitate operation of breast pumps. If the room is temporarily used for lactation and at other times used for other purposes, the use of the room for lactation will take precedence over other uses during the time it is being used by the employee to express breast milk.

Additionally, the Company will plan to provide refrigeration, if available, for the employee's breast milk, or allow the employee to provide her own means of refrigeration or an insulated cooler with ice packs to store her breast milk. The Company will also provide a sink with running water. The refrigerator and sink will be as close to the employee's work location as possible. The employee should keep her breast milk in a glass or hard-sided plastic container or other appropriate storage bottle with well-fitting tops and a label that clearly indicates the contents and includes the employee's name.

Before a supervisor decides to deny a private area or a lactation break time, he or she is to consult with the President. A written response will be provided to the employee in any such instance. Likewise, an employee who feels she has been unreasonably denied proper and appropriate lactation accommodation may contact the Human Resources manager. In addition, an employee in California may file a complaint with the California Labor Commissioner for any violation of the rights to lactation accommodation. The Company will not discriminate or retaliate against an employee requesting lactation accommodation.

5.3. Time Records

The Company is required to maintain time records for all hours worked by non-exempt employees in accordance with applicable federal and state wage and hour laws. If you are a non-exempt employee, you are responsible for maintaining an accurate record of your hours worked by accurately completing your own timesheet. You must record the time when you start to work, begin and end your lunch period, and leave at the end of your work shift for each day as well as record the time whenever you leave the premises for any reason other than for Company business.

Employees are to complete their timesheets on a daily basis and submit them at the end of the period as instructed by management in order to process payroll. All non-exempt employees must record regular and overtime hours on their time records. Employees are required to sign their timesheet and certify that all hours of work that have been recorded are accurate. Be sure to notify your Supervisor as to any adjustments such as for any absences, vacation or personal time off that occur during the workweek. Following the end of the pay period, your Supervisor will approve your timesheet. Failure to follow the timekeeping procedure may result in a delay in processing an employee's paycheck or an error on an employee's paycheck, and any adjustments required may not be made until the following pay period.

Under no circumstances may you record time on another employee's timesheet. You must complete only your own timesheet. All timekeeping records must be completed accurately. No non-exempt employee is permitted to "work off the clock" or otherwise not record the actual time worked. If you make an error when completing your timesheet or there are any inaccuracies on your timesheet, you must immediately report it to your Supervisor.

Your timesheet is an official legal document and a personal certification of all hours worked; and, therefore, must be accurately maintained. Violating or disregarding the timekeeping procedure or falsifying or altering your timesheet may result in disciplinary action, up to and including termination of employment.

5.4. Workweek and Pay Periods

For payroll purposes, the workweek for all employees begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the following Saturday. The hours and days of work for individual employees may vary by department or individual assignment according to the needs of the Company.

Generally, wages are paid on a semi-monthly basis. Paydays are generally on the 17th and the 5th of each calendar month. Employees may arrange to have their paycheck directly deposited into their bank account by completing and submitting the appropriate form, along with a voided check or other required documentation from their bank to the payroll department. If a regular payday falls on a holiday, employees will be paid on the preceding workday. Paychecks will not be given to anyone other than employees except with their prior written authorization to a designated person.

At the time of hire, the Company will provide newly hired non-exempt employees with a notice of pay details specifying the rate of pay and the basis (e.g., hourly, salary, piece rate, commissions, or otherwise) for the employee's wages, including any applicable rates for overtime as well as any other information required by state law. If an employee has not received a wage information notice at the time of hire or has misplaced it, then request a copy from your Supervisor or the Managing Director. If there is any change to the wage information notice, the Company will notify the employee in writing of the change(s) in an updated wage information notice or such changes would be reflected on the employee's itemized wage or pay statement.

Your paycheck will provide a check stub that itemizes the various deductions required by law or authorized in writing by you. You should keep these itemized pay statements for your personal records. Employees are expected to report any errors in a paycheck to your Supervisor or the Managing Director. The Company does not permit any wage or salary advances to any employee.

5.5. Payroll Deductions

The Company is required by state and/or federal law to withhold a portion of an employee's pay for tax or government-mandated benefit programs and other mandatory deductions from time to time. These legally required deductions include, but are not limited to, Federal Income Tax, State Income Tax, Federal Social Security Insurance (FICA), Medicare Deduction, California State Disability Insurance (SDI), Court Ordered Deductions (such as garnishments), and Tax Liens.

Additionally, employees may authorize certain deductions to be made from their paychecks each month for reasons such as payment of group insurance premiums and 401(k) contributions. All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub.

5.6. Overtime Pay

Employees who are classified as non-exempt will be compensated for overtime hours worked in accordance with all legal requirements. Employees who qualify for exemption within the meaning of the state and federal wage and hour laws do not receive overtime pay and are not subject to this policy.

All non-exempt employees will be paid overtime in accordance with the following schedule:

1. One and one-half times the regular rate of pay for:
 - a) All hours worked in excess of 8 hours up to and including 12 hours in any workday.
 - b) All hours worked in excess of 40 hours in any workweek.
 - c) The first 8 hours worked on the 7th consecutive day of work in a workweek.
2. Two times the regular rate of pay for:
 - a) All hours worked in excess of 12 hours in any workday.
 - b) Any work in excess of 8 hours on any 7th consecutive day of work in a workweek.

Hourly or non-exempt employees who are located and work in another state will be paid one and one-half times their regular rate of pay (or at the applicable overtime rate) for any hours worked more than 40 hours worked per workweek; or pursuant to the overtime pay requirements under the applicable federal or state wage and hour regulations in effect governing overtime pay.

Hours paid that are not actually worked, including but not limited to, holidays, vacation, and sick leave are not considered time worked for purposes of computing overtime pay.

Due to business needs and operating requirements, your Supervisor may require employees to work beyond their normally scheduled work hours, including weekends. Overtime is authorized only when necessary. ***All employees must have approval in writing from their Supervisor before working any overtime. Employees are not permitted to work in excess of their regularly scheduled work hours without obtaining advance approval from their Supervisor. Additionally, employees are not permitted to work on their own initiative before or after their scheduled work hours or during their unpaid meal periods.*** Accordingly, employees are not to perform any off-the-clock work, or to make calls or respond to any inquiries after their scheduled work hours or when they are off-duty, unless specifically directed by their manager. Because unauthorized overtime is against the Company's policy, non-exempt employees who work unauthorized overtime are subject to discipline, up to and including termination. When overtime is required, your manager will attempt to provide as much notice as possible.

An employee who refuses to work overtime without a compelling or satisfactory reason is not fulfilling the requirements of his or her position. Refusal to work overtime may result in disciplinary action, up to and including termination of employment.

5.7. Business Travel

Ordinary commuting time from the employee's home to the employee's regular workplace is not considered work time, unless otherwise specified by applicable wage & hour regulations. When a non-exempt employee is required to travel by driving to a different work location other than his/her regular workplace by the Company, the workday begins for such employee upon arrival at the work site provided that the driving time to the different work site is no longer than the employee's driving time to his/her regular workplace. Otherwise the employee will be paid for the difference between the driving times when required travel time is longer than the employee's normal commute. Likewise, if a non-exempt employee reports to the regular workplace and is then required to travel to another work site during the workday, the employee would be paid travel time to the other assigned workplace.

Non-exempt employees will be paid for their travel time at their regular wage rate unless otherwise specified by law and are therefore expected to record the time of day they leave home, arrive at the work site at the time of day they arrive at their destination if traveling by vehicle, and any additional periods of work that may thereafter occur on their timesheets.

Employees who qualify for exemption within the meaning of state and federal wage and hour laws are not subject to this policy.

5.8. Meals Reimbursement and Meals During Overnight Travel

Meals During Overnight Travel

Reasonable expenses for breakfast, lunch and dinner will be reimbursed, including tips not exceeding 15% of the total cost of a meal. Meal expense, including gratuity, should not exceed what the employee would normally pay if not reimbursed. Employees are subject to the following limits on meal expenses while traveling on company business (**including tax and tip**):

- Breakfast: \$20
- Lunch: \$30
- Dinner: \$45

Employees are reimbursed for meals only when they are required to travel on company business for more than a day and have to stay overnight at a hotel rather than return home. Employees are not reimbursed for meals when business travel is all in a day's work or when they travel on company business on a one-day, out-of-town assignment and return home the same day. The only exception is for an occasional meal may be reimbursed to an employee if the day's travel substantially extends the

employee's workday beyond his/her normal work schedule. Only the meal that became necessary as part of the employee's extended workday is reimbursable (typically dinner only), provided that such meal expense reimbursement has been approved in advance by the employee's Supervisor.

The reasonable cost of meals (excluding alcohol beverages) during overnight stays will be reimbursed by the Company. However, drinks and snacks between meals will not be reimbursed. Meal and other personal expenses that do not pertain to company business will remain the responsibility of the employee. Employees will not be reimbursed for meals that are considered by management to be excessive, lavish or extravagant.

5.9. Garnishment of Pay

A garnishment is a legal levy by a creditor against an employee's pay. MPC expects all employees to manage their personal finances so as not to involve the Company. All garnishments and other attachment orders that are required by law will be honored. An employee who suspects this may happen to him or her should review the situation with your Supervisor immediately.

Repeated garnishments or multiple garnishments for more than one debt (e.g., multiple judgments based on two or more debts) can result in disciplinary action up to and including termination of employment, unless otherwise specified by applicable state law. However, no discipline or discharge will be taken against an employee due to a wage assignment order for child or family support.

5.10. Reimbursement of Business Expenses

Certain employees may incur business expenses in the course of their duties. You must be authorized in advance to incur business expenses and all such expenditures must be documented on an expense report that is submitted within 30 days to your Supervisor for review and approval. All original receipts for expenses are to be attached to your expense report with an explanation as to the nature of the expense. In the case of promotional or entertainment expenditure, the names of the persons and the business purpose for the meeting must be included.

The Company must authorize all expenses, including meals, airline travel or hotel reservations, before they are incurred. Expenses will be paid by the employee and reimbursed upon submitting an expense report and receipts, unless a travel advance or other arrangements have been made. Employees are expected to exercise restraint and good judgment when incurring expenses. If you have any questions regarding how your particular expenses should be handled, please check with your Supervisor before incurring the expenses.

6. EMPLOYEE CONDUCT AND WORKING CONDITIONS

6.1. Employee Suggestions and Questions

The Company promotes an "Open Door" policy and encourages its employees to express their views on policies, practices or working conditions, either verbally or preferably in writing. We are always looking for better ways of operating our business, serving our Clients, and helping our employees to be successful in their jobs. Employees who have ideas for improving our business or doing a job more effectively and efficiently should give their suggestions to your Supervisor or the Managing Director and President. Anonymous suggestions may be submitted to your Supervisor, the Managing Director or the President. Suggestions and questions will be reviewed and discussed with employees as quickly as possible.

6.2. Company Communications

6.2.1. Communication with Management

Your Supervisor is responsible for planning the work schedule, ensuring the quality of your work and providing you with proper assistance you may need. Your Supervisor will arrange for your job

instructions, introduce you to your fellow employees, show you where things are and advise you of your work performance.

An important part of your Supervisor's responsibilities is to answer questions, listen to your concerns and take action where appropriate. Please give your Supervisor your cooperation. If your Supervisor does not have an answer to your question, he or she will do his or her best to get one for you.

6.2.2. Staff Meetings

Staff meetings are held on an "as-needed" basis and all employees are expected to attend. These meetings are held to provide information, promote employee participation, to contribute constructive ideas in solving problems, to improve our Company, and to allow us to operate more efficiently. They are an opportunity to exchange ideas, to set goals, to discuss opportunities for growth, and to solve any problems with particular projects or assignments. If you are unable to be present, please notify your Supervisor and offer to submit your ideas in writing.

6.3. Professionalism and Working Relations with Fellow Employees

The Company strives to maintain a workplace that fosters mutual respect and promotes harmonious, productive working relationships. We expect our employees to observe certain standards of behavior and maintain a professional demeanor at all times, and to treat each other in a manner in which they would like to be treated and to give to others the respect that is due every individual.

All employees must conduct themselves in a professional manner. Everyone should be treated with respect. Professional demeanor includes, but is not limited to, being trustworthy and dependable, remaining flexible and cooperative, using good judgment, showing initiative, being accurate, maintaining confidentiality, attending meetings, and maintaining your commitment with MPC. Unprofessional behavior in the workplace includes, but not limited to, being rude, using foul language or swearing, bullying, shouting, making inappropriate jokes, making comments that demeans another, engaging in name calling or nicknames that may be offensive or upsetting to another, gossiping or spreading rumors about another individual, breaching confidentiality, harassing or touching another person inappropriately, and participating in horseplay.

All employees are expected to be courteous and considerate of one another and to work with a "team player" attitude. Teamwork means being focused on finding a solution rather than being focused on arguing over a problem. If you are unhappy with the way something is being done, propose a solution at the same time when you raise a problem. Problems should be discussed in private. If differences persist, employees should discuss them with your Supervisor to work out a solution.

6.4. Problem Solving Procedure

The Company strongly encourages all employees to discuss any work-related problems or concerns with your Supervisor and to review them with a higher level of management, if necessary. Working out problems early or when they are small often prevents misunderstandings that occur when communications break down. Our experience has shown that when employees deal openly and directly with management and ownership the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that MPC amply demonstrates its commitment to employees by responding effectively to employee concerns.

You may use the following procedure to resolve any work-related problems or concerns without fear of ridicule, retaliation or reprisal:

1. *See your Supervisor.* Discuss the problem or dissatisfaction with your Supervisor, who will attempt to resolve the problem to the mutual satisfaction of all concerned. If you are not satisfied with your Supervisor's decision or if you feel you cannot go to your Supervisor for any reason, you may discuss your situation with the Managing Director.
2. *See the Managing Director and President* – Discuss the problem or dissatisfaction with the Managing Director, who will review the problem and make the Company's final response to the problem or complaint.

Additionally, if you feel that you have experienced retaliation as a result of reporting a problem or filing a complaint, you should immediately contact either one of the owners.

6.5. Guidelines for Employee Conduct

We expect all employees to observe certain behavior while at work. As with all businesses, MPC considers certain conduct inappropriate and unacceptable. It is not possible or practical to list every type of conduct that is inappropriate. However, in order to provide employees with some guidance concerning unacceptable behavior, set forth below are examples of conduct that should not take place in the work environment. This list should not be considered as all-inclusive.

These conduct guidelines do not in any way modify the at-will employment policy of the Company, which permits either the employee or the Company to terminate the employment relationship at-will, at any time, with or without cause or notice. Without waiving the foregoing, and to provide employees with guidelines concerning management's expectations of appropriate employee behavior, the

following are examples of unacceptable conduct that will normally result in discipline up to and including termination of employment:

1. Obtaining employment based on false or misleading information or falsifying information or making material omissions in any Company documents or records.
2. Malicious or willful destruction or damage to Company property or supplies, or to the property belonging to another employee, a customer, a supplier or a visitor.
3. Theft or unauthorized removal of property from Company premises or the premises of a customer that belongs to or is in the possession of Company, another employee, a customer, a supplier or a visitor.
4. Misappropriation or unauthorized use of money, credit, property or equipment of Company or belonging to another employee, a customer, a supplier, or a visitor.
5. Dishonesty of any kind including asking another employee to lie, withholding the truth from management, or falsifying timesheets or any company documents or files.
6. Offering or accepting kickbacks or bribes of any kind to obtain new business or continue to do business with our Company or with another organization.
7. Behavior that is rude, discourteous, disorderly, boisterous, or otherwise socially unacceptable conduct; or using profane, abusive, or threatening language to anyone on Company premises or at work locations, or to a customer or others doing business with MPC.
8. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices or chemicals on Company property.
9. Willful violation of any law, rule or regulation (other than traffic violations or similar offenses); pleading guilty to or being convicted of a felony or a misdemeanor that affects your suitability for continued employment.
10. Engaging in any action on or off Company premises that reflects unfavorably on the organization and its reputation, including criminal or illegal behavior of any kind.
11. Violation of Company Policies on Conflicts of Interest and Confidentiality.
12. Committing a fraudulent act or breach of trust in any circumstances.
13. Possessing confidential information that an employee has not been explicitly authorized or is permitted to have or communicating confidential or proprietary information to unauthorized persons or entities. This does not pertain to employees discussing or disclosing their own wages or salaries as well as working conditions with others.
14. Failing to notify the appropriate manager when unable to report to work, or absence of three or more consecutive days without authorization or proper notification to management.

15. Unsatisfactory job performance, including but not limited to failure to perform assigned duties; excessive sloppiness, negligence or incompetence; doing personal work during work time; failure to treat a customer in a courteous, friendly manner, etc.
16. Excessive personal conversation on non-work-related matters or personal telephone calls or texting during an employee's working hours.
17. Malicious gossip and/or spreading rumors, engaging in behavior that creates discord or disharmony in the workplace, interfering with another employee on the job, or restricting work output or encouraging others to do the same
18. Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, failing to observe work schedules, stopping work before the end of the workday, or failing to obtain permission to leave work for any reason during working hours.
19. Failing to provide a physician's statement or medical certification when requested to do so.
20. Sleeping or malingering on the job or loitering while on or off duty.
21. Moonlighting or engaging in activities that create a conflict of interest.
22. Fighting or provoking a fight while on the job or on Company property.
23. Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by your Supervisor or company management.
24. Unlawful or unauthorized possession or use of alcohol or drugs while on duty or on Company premises or reporting to work under the influence of alcohol or drugs.
25. Engaging in the illegal sale or distribution of narcotics, drugs or controlled substances while on the job or on Company property, or any violation of the Drug and Alcohol Policy.
26. Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with Company equipment.
27. Negligence, horseplay or any other action that endangers other people or Company property or that disrupts work.
28. Violating any security rules or procedures.
29. Harassing, threatening, intimidating or coercing any employee or another person, including violation of the Company's Policy Against Harassment.
30. Inappropriate, excessive and/or misuse of the Internet during working time (e.g., sending offensive e-mail or text messages, accessing inappropriate or non-work-related websites, engaging in chat rooms or social media networking such as non-work related tweeting or blogging, downloading inappropriate materials, etc.)
31. Failure to abide by set standards for lunch and break periods, working unauthorized overtime, or refusing to work assigned overtime.
32. Soliciting of any type, distributing literature, redirecting business or employees away from the Company, or selling or passing out any products, information or documents during work time or in work areas.
33. Posting of any notices on the premises without prior authorization from management.
34. For employees in positions requiring the use of a vehicle for Company business, becoming uninsurable based on the standards of the organization's insurance carrier due to a Department of Motor Vehicles record, driver's license suspension or revocation, or cancellation of the employee's automobile liability insurance policy.
35. Any other violations of rules and policies of the Company.

"Nothing in this policy is intended to in any way interfere with, coerce, or restrain any employee from exercising his or her rights under any state or federal labor law, including the National Labor Relations Act."

6.6. Employee Counseling and Discipline

To ensure proper employee conduct in the workplace, violations of Company policies or standards will result in corrective action appropriate to the employee's conduct. Nothing in this Employee Handbook or management's discretionary use of corrective discipline in any circumstance creates any express or implied contract modifying an at-will employment relationship. Furthermore, no one has the authority to change this at-will relationship by any actions, practices, course of conduct, length of service, awards, transfers, promotions, promises or statements. The at-will relationship can only be modified by an individual written employment agreement signed by the President of the Company and by the employee. Without modifying this mutual at-will relationship in any way, the Company may choose to utilize corrective discipline in some circumstances as described in this policy.

Corrective or disciplinary action may include oral counseling, written corrective disciplinary warning, demotion, suspension, or immediate termination. When unsatisfactory performance or unacceptable conduct persists or is not corrected, termination of employment can be expected.

The Company may use any form of discipline or corrective action deemed appropriate to the situation. The use of any corrective or disciplinary action is completely within the sole discretion of management. The Company makes no promises, express or implied, that employees will necessarily be warned prior to having their employment terminated. Giving a disciplinary warning or warnings in one instance does not require the Company to use such warning or warnings in any other instances nor does it modify the at-will employment relationship in any way. Accordingly, the Company reserves the right to utilize **any** corrective or disciplinary action, including termination, on a "first time" basis.

Depending upon the seriousness of the suspected offense or misconduct, the Company may administratively suspend an employee to permit management to investigate and review the circumstances of a situation. The Company may terminate an employee for any offense that it deems a violation of a Company policy or performance standards.

6.7. Attendance and Punctuality

As an employee of the Company, you are expected to be punctual and arrive at work on time, and maintain regular attendance. Any tardiness and absenteeism places an additional burden on your fellow employees and requires re-scheduling work assignments. Good attendance is an essential element in determining satisfactory job performance. An unsatisfactory attendance record of tardiness and absences, even if for a justifiable reason, or failure to follow the call-in procedure or properly notify management of your absence can result in disciplinary action, up to and including termination.

An absence is the failure of an employee to be at a designated work area to perform assigned work as required, not reporting for work on time as scheduled, not ending a rest break or meal period and returning to work on time, and/or leaving prior to the end of a workday as scheduled. Absences are disruptive and should be avoided. Such absences include lost time (partial or full day) due to illness, injury, personal reasons, or other reasons for which the Company is not responsible.

6.7.1. Approved Time Off

Employees who know in advance they will be absent or late are required to make the necessary arrangements with your Supervisor. If you require time off from work, please schedule and obtain prior approval as far in advance as possible for any intended absence by submitting a written request for time off to your Supervisor in accordance with the applicable procedures in this Handbook. Planned time off includes any situation that you know might prevent you from reporting to work on time for any scheduled workday or any absence that needs to be scheduled in advance (e.g., vacations, doctor's appointments, personal obligations, leaves of absence, etc.). If prior arrangements have not been made, employees must discuss an absence or inability to be at work on time directly with your Supervisor.

If it becomes necessary for an employee to leave Company's premises during working hours (other than in connection with your job responsibilities or Company business), permission to leave must be obtained from your Supervisor before the employee leaves the premises.

6.7.2. Absenteeism

The Company expects that you will be present and ready for work on a regular basis. If you are ill or an emergency arises that prevents you from coming to work as scheduled, you are to notify your Supervisor of your absence at least 30 minutes before your scheduled workday begins, but no later than 30 minutes after the time you are scheduled to report to work. You are to speak directly with your Supervisor concerning your absence. Please indicate the reason for your absence and when you expect to arrive or return to work. If your Supervisor is unavailable, then leave a voice message. ***Sending a text or e-mail message with a co-worker is not considered proper notification of your absence.*** However, if you leave a message and are unable to speak your Supervisor, it is your responsibility to call your Supervisor or the Managing Director sometime during the workday to personally discuss your absence with them. If your absence is longer than one workday, then the foregoing procedure must be followed each and every workday unless other specific arrangements have been made with your Supervisor.

In the event you need to leave work prior to the end of your scheduled work shift due to an unexpected emergency, it is your responsibility to notify and obtain approval from your Supervisor ***before*** leaving work. If your Supervisor is not available, then contact the Managing Director via phone or cell phone as well and notify management before you leave work.

In the event you are absent due to an emergency situation, such as sudden illness or hospitalization, your Supervisor must be notified as soon as possible but within 24 hours either by you or by an individual designated by you as the emergency contact.

If you are absent for three (3) consecutive days and fail to contact your Supervisor or an Owner, it will be considered that you have abandoned your position, and a termination of employment will be processed accordingly.

6.7.3. Tardiness

You are expected to report to work on time and on a regular basis. If you are going to be late for work, you are to immediately notify your Supervisor so that the work schedule can be arranged accordingly. Please advise your Supervisor as to the reason why you will be late and when you expect to arrive at work. The Company will not tolerate habitual or repeated lateness.

Unsatisfactory attendance includes not reporting to work at the scheduled starting time, not ending or returning from a rest break or meal period on time, and/or leaving work prior to the end of a workday as scheduled. You are urged to avoid undue absence or lateness in reporting to work.

6.7.4. Reporting Your Absence and Doctor's Statement

For any absence or tardiness, employees who speak or leave a message with anyone other than your Supervisor do **not** meet the Company's reporting requirements.

A physician's statement may be required, at management's discretion, to verify an absence was due to illness or injury. Furthermore, the Company may require a doctor's verification that an employee is capable of resuming his or her job responsibilities before being permitted to return to work. Alternatively, the Company may request an evaluation of an employee's medical condition from an appointed physician at Company expense to verify that the employee can perform the essential job functions and will not pose a direct threat due to a medical condition.

Any falsification, misrepresentation or other violation of an attendance obligation to the Company can result in disciplinary action, up to and including termination.

6.8. Personal Possessions

Employees are encouraged to avoid bringing expensive items, personal documents, or personal possessions that have sentimental value to work and to take all precautions to safeguard all such items and possessions if brought to work, especially wallets and purses.

Employees who bring any kind of personal items and possessions to work do so at their own risk because the Company accepts **no responsibility** for any items or possessions that are stolen, lost or damaged in any way.

Employees who quit or are terminated should remove any personal items at the time when they leave the Company. Personal items left in the workplace by former employees are subject to disposal if not claimed at the time of the employee's separation of employment.

6.9. Personal Telephone Calls or Cellular Phones and Visitors at Work

While at work, employees are expected to perform their job duties. Accordingly, personal calls on Company telephones or personal cell phones during an employee's work hours are not permitted. Use of Company telephones for personal long distance or toll calls is not permitted.

Personal telephone calls, including making or receiving calls or text messages from your cell phone or personal communication device, should be handled during non-work time (before work, during a rest break and meal period, and after work). Similarly, employees are not to use their smartphones to check the Web or the Internet or access a social website during their work hours unless for business purposes. During working hours, let your cell phone calls go to voice mail, and check for messages later and return calls during your break time. If a family member or a friend needs to contact an employee because of an emergency, then that person needs to call the office or the receptionist so a message can be taken and given to the employee, or company management will notify the employee to take the phone call.

During working hours, employees are to turn off their cell phone ringer or keep their personal cell phone on silent or vibrate mode so as not to annoy or disturb Clients or other workers unless being used for business purposes. This does not apply to employees who may have a company-provided cell phone or use their personal cell phone to conduct authorized Company business. When making cell phone calls, find a private place to make or receive personal calls from your cell phone during non-work time so your conversations can't be overheard by others or would disturb other employees who are working. Also, please avoid using your cell phone for calls or texting (including checking for text or email messages) during staff meetings.

Employees who have cell phones with Internet access are not to use these phones or any recording device to download from the Internet and/or share inappropriate or obscene pictures or items with others at work. Additionally, employees are not to use their cell phones with recording features or any recording device to record staff or company meetings secretly or surreptitiously; or private or confidential conversations of co-workers, clients, or others in the workplace, without their prior consent or unless all parties to the conversation are advised in advance of the recording. Furthermore, employees are prohibited from recording private or confidential conversations that would violate applicable state and federal laws. Employees who have camera phones are prohibited from taking or transmitting unauthorized photographs or videos of co-workers or others in work areas during working hours or at business-related events without the other person's consent or knowledge. Additionally, employees are not to use these phones where photographs or videos may be taken of Company's proprietary information or where the Company's proprietary or confidential information as defined under Section 2.19 of this Handbook may be transmitted to unauthorized persons.

All visitors must enter and exit through the front entrance and check in at the reception area. Visitors should be given directions or be escorted to their destination, and not be left unattended and unescorted while in the facility. Visitors are not permitted to enter restricted or unauthorized areas unless with prior management approval. If family or friends are visiting, please ensure that they do not disrupt or interfere with your work or the work of others or disturb others. For insurance reasons, minor children of employees should not be left unattended or unsupervised in our facilities at any time.

Bringing a minor child to work by an employee is not a substitute for making proper childcare arrangements.

Violation of this policy may result in disciplinary action, up to and including termination.

6.10. Telecommuting and Remote Work

Today most of MPC's work is remote. The Company considers telecommuting or working from home to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are best suited to such an arrangement. Telecommuting or working from home allows an employee to work at home or in a satellite location for all or part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a company-wide benefit; and it does not in any way change the terms and conditions of employment with the Company. If employees wish to discuss telecommuting or working from a home office arrangement, they should discuss this with their immediate Supervisor or with management as well as to receive further information regarding telecommuting. Normally, Individuals requesting formal telecommuting arrangements must have been employed with the Company for a minimum of 12 months of continuous, regular employment, and must have exhibited above average performance in accordance with the company's performance appraisal process.

6.11. Personal Mail and Use of Company Mail Services & Stationery

The Company will assume that all mail addressed to the office is official Company mail, even though it may be addressed to an individual. Employees should not have personal mail sent to them at the Company or send personal mail or parcels using the Company's mail services. Additionally, all engraved or printed Company letterhead, stationery, envelopes, and other work materials are for Company business only. These materials may not be used for personal correspondence or non-business-related matters. When signing letters on Company letterhead, the employee's name and title or position must be used. Employees will be required to reimburse the cost of postage for non-business-related materials sent through the Company's mail services, which has been approved in advance.

6.12. Use of Company Equipment and Personal Use of Company Property

The Company furnishes employees with equipment or tools needed to perform their jobs. When using equipment or tools in performing tasks, employees are expected to exercise care and follow all operating and maintenance instructions, safety standards, and guidelines. Use equipment and tools only for the purpose for which it was intended. Do not attempt to operate any equipment or machine until you have been properly trained on the correct use. Please notify your Supervisor of any equipment or tool that is broken, malfunctioning, damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Company resources are to be used only for legitimate business purposes. Company property and equipment are not to be used for personal use by employees, unless specifically authorized. Company property includes equipment and tools, telephones, fax and other communication equipment, computers, copy machines, postage, office supplies, etc. Borrowing any Company property for personal use, removing Company property without approval, or using the organization's time and resources for personal gain is prohibited. Unauthorized use or removal of Company property or resources by an employee is subject to disciplinary action, up to and including termination.

6.13. Solicitation and Distribution of Literature or Other Items at Work

In order to avoid disruption of operations, the following rules apply to solicitations and distribution of literature, goods, or other items on Company property or premises.

6.13.1. Non-Employees

Persons who are not employed by the Company may not solicit or promote support for any cause or organization; nor distribute literature, goods or other items on Company premises or property at any time for any purpose. Loitering by non-employees on Company premises is prohibited at all times. Any non-employee violating this policy will be required to leave Company premises.

6.13.2. Employees

Employees may not solicit others; promote support for any cause or organization; distribute literature, goods, or other items; or circulate any written or printed materials during "working time" or in "working areas" at any time for any purpose. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include rest breaks, meal periods, off-duty hours, or any other specific periods during the workday when employees are not properly engaged in performing their work assignments. Working areas are those areas where employees are performing their assigned work duties or conducting business.

6.14. Social Media

Overview on Use of Social Media Networks by Employees

All MPC staff may use any social media tools to perform your job duties.

MPC recognizes the increasing use of online social media networks as a communication tool such as personal websites and personal newsletters, web logs (blogs), wikis, social networks, chat rooms, online journals or forums, video-sharing websites, and any other kind of social media. The Company respects the right of our employees to use these mediums for personal use during non-work hours or their personal time. However, personal use of these mediums during working hours is prohibited, except as may be required to conduct authorized Company business or to perform assigned job duties. Do not use Company email addresses to register on social networks for personal accounts, blogs or other online tools utilized for personal use and for tasks that are not authorized Company business.

Employees are to review the Company's electronic communication policy at Section 6.15 Voice Mail, E-Mail, Internet Usage, Computer Files and Software Programs for additional instructions and work requirements.

General Guidelines and Being Responsible

The Company additionally understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, co-workers, and others. However, use of social media also presents certain risks and carries with it certain responsibilities. Ultimately, employees are responsible for what they post online or on a social media outlet. Before you create online content, consider your responsibilities and certain risks, rewards and consequences that are involved. Employees are responsible for presenting the Company in a manner that safeguards the positive image, credibility and reputation of the organization and themselves as well as of their fellow employees, managers, and customers. Respect the rights and privacy of fellow co-workers and others who do business with the Company.

Know and Follow the Rules

Carefully read these guidelines, the Employee Handbook policies on Trade Secrets & Confidentiality, Policy Against Harassment & Discrimination, and Voice Mail, E-Mail, Internet Usage, Computer Files and Software Programs; and ensure your postings are consistent with these policies. Keep in mind that any of your conduct or social media comments that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects customers, vendors, suppliers, business associates, people who work on behalf of MPC or its legitimate business interests may result in disciplinary action up to and including termination. Additionally, the company will not tolerate harassing, threatening, and derogatory social media interactions between co-workers even if they take place on personal social media accounts.

However, nothing in this policy or in the Employee Handbook should be construed to prohibit employees from communicating or discussing their wages, benefits, working conditions, or other terms of employment with co-workers or others; or should be interpreted as limiting the rights of employees under the National Labor Relations Act.

Generally, employees who participate in social media are free to publish personal information such as work information in a personal profile, including company name, job title, and job duties; status updates regarding an employee's own job duties; and personal participation in Company sponsored events.

Employees are prohibited from disclosing information on any social media network that is confidential or proprietary to the Company (as defined under Section 2.19 of the Employee Handbook) or to a third party that has disclosed confidential information to the Company. Employees are to maintain the confidentiality of MPC's trade secrets and private or confidential information. Trade secrets or proprietary information may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal company reports, policies, procedures, or other internal business-related confidential communications.

Employees are not to use or display Company logos or trademarks for improper use, commercial purposes or any unlawful use on any personal blogs or social media network. Also, employees are prohibited from acting as a spokesperson for the Company or posting comments as a representative of the Company without prior written permission from the President. Furthermore, employees are not to post testimonials or endorsements about the Company or any of its services without disclosing their relationship with the Company and identifying themselves as a MPC employee. If an employee blogs about his or her work at MPC or discuss the Company on any social media network, the employee must state in clear terms that the views expressed are the employee's own and that they do not reflect those of the Company by including a disclaimer such as *"The postings on this site are my own and do not represent the opinions, positions or views of MPC"*

Be Respectful and Civil

To respect the privacy of fellow employees and others, employees should avoid posting images of co-workers, customers or others without their consent or knowledge. Always be fair, considerate, and courteous to fellow employees, customers, vendors, suppliers, or people who work on behalf of MPC when posting comments online or on a social media outlet. Also, keep in mind that you are more likely to resolve work-related issues or complaints by speaking directly with your co-workers or by utilizing our "open door" policy and problem-solving procedure than posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating; that recklessly disparage employees, customers, business associates, vendors, or suppliers; or that might constitute harassment or bullying. Examples of such conduct might include offensive posts, false comments or malicious statements that intentionally or recklessly harm someone's reputation; statements or posts which are false or recklessly detrimental to the company; or posts or comments that could contribute to a hostile work environment on the basis of race, color, religion, sex or gender, sexual orientation, reproductive health decision-making (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), age, disability, national origin, or any other status protected by law as well as prohibited by the company's policy against harassment and discrimination. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence, sabotage or similar inappropriate or unlawful conduct will not be tolerated and would subject the employee to disciplinary action up to and including termination.

Be Honest and Accurate

Make sure you are honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Employees should never post any information, unfounded accusations, or rumors that they know to be false; or are made with reckless disregard of their truth or falsity about MPC, fellow employees, customers, vendors, suppliers, people working on behalf of MPC, or competitors. An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or to correct misinformation, or that otherwise is detrimental to the Company's business as explained above would be subject to discipline, up to and including termination. Employees can be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media.

Reporting a Problem and Prohibiting Retaliation

MPC encourages employees to report any violations or possible violations, raise any issues or concerns about use of social media, or ask questions regarding appropriate or inappropriate content on social media sites to their manager or the Human Resources manager, or any other member of management, including the President of the Company. Employees can report problems, raise concerns, or make

complaints without fear of reprisal. The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or other related policies, or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet. Your social media postings can be reviewed by anyone, including MPC. The Company reserves the right to monitor comments or discussions about the Company, its employees, customers, and the industry, including products and competitors, posted on the Internet by anyone, including employees and non-employees. From time to time, MPC may use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

The Company may access and view an employee's website or web blogs that are not restricted to only certain users but are available to others or to the general public at any time without consent or previous approval. The Company does not require an employee to disclose his or her username or password for the purpose of accessing the employee's personal social media accounts, nor does the Company require an employee to divulge any personal social media except to investigate allegations of employee misconduct or employee violation of applicable laws and regulations.

If you have questions or need further information, please contact your Supervisor or the Managing Director for guidance.

6.15. Voice Mail, E-Mail, Internet Usage and Computer Files

Voice mail, electronic mail (e-mail), instant messaging, texting, Internet access, and other systems are made available to various positions throughout the Company in order to enhance productivity and provide more efficient services for our Clients. This policy applies to all Company electronic communications and computer systems including, but not limited to, personal computers, telephone systems, voice mail, electronic mail (email), facsimiles, and Internet access, together with all related equipment. Nothing in this policy or in the Employee Handbook should be construed to prohibit employees from communicating or discussing their wages, benefits or other terms of employment with co-workers or others; or engaging in activities protected under the National Labor Relations Act.

E-mail, instant messaging, texting, voice mail, Internet access, and any other electronic communications and computer systems are Company property and are intended solely for job-related activities and carrying out Company business. Incidental and occasional brief personal use of the Company electronic communications and computer equipment is permitted but is limited to non-working time and is not to interfere with the work of the employee or that of other employees. All files, documents, data and messages sent, received, composed and/or stored on any Company computer system and servers are the property of the Company. Use of the Company's electronic communications and computer systems constitutes consent to this policy.

All messages transmitted via these systems will be treated as business messages. Any employee who sends a personal message on these systems should be aware that such messages will be viewed as a business message and not a personal, confidential message of the employee. Any use by an employee of a private password does not entitle that employee to any confidentiality. The use of passwords to gain access to these systems is for the protection of the organization, not the employee. The Company may override any applicable passwords to inspect, investigate or search an employee's files and messages. Employees are not to use or disclose someone else's password, access a file, or retrieve any stored communication without authorization. It is inappropriate for an employee without permission or approval by management to access another employee's voice mail, e-mail, instant messaging, texting, or computer files without that employee's consent or knowledge.

Company confidential or proprietary information (as defined under Section 2.20 of this Handbook) should not be transmitted via these systems outside the organization or even to employees within the organization unless such recipients are authorized to receive such information. Employees must not copy and send by e-mail or through the Internet any confidential or copyrighted information, electronic files, or software that is

protected by copyright or other intellectual property laws. No software licensed to the Company may be duplicated or installed for use on another computer, unless the Company purchases a special “multi-user license” software package. Employees are not to load any software programs or download from the Internet any software, etc. without obtaining approval from the Company’s computer network administrator. Employees are not to connect any personal devices such as massive storage drives, iPod’s, MP3 players, flash drives, or other devices to any company computer to download or save files or to play audio or video files without prior approval by management. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. Internet users should also take necessary pre-cautions to prevent spamming by not opening or responding to suspicious or unknown e-mails or to prevent phishing by avoiding unsafe or unknown websites or Internet links to protect your identity and personal information. All downloaded files are to be checked for viruses as well as all compressed files are to be checked for viruses before and after decompression.

E-mail, instant messaging, texting, and voice messages should not be profane, vulgar, defamatory, or harassing. No one may use the voice mail, e-mail, instant messaging, texting, the Internet or other computer systems to view, save, download, send or forward to others any discriminatory, harassing or threatening messages or images; ethnic or racial slurs, indignities, or obscenities; sexual or offensive comments, or off-color jokes; inappropriate pictures, lewd graphics or images, pornography, or obscene materials; or anything that may be construed as harassment or showing disrespect for others. Nor may employees use any Company equipment (e.g., computers, telephone, voice mail, cell phones, or other electronic devices) for playing games or gambling; blogging or participating in chat rooms or going on social networking sites (e.g., Facebook, LinkedIn, Snap, Twitter/X, Instagram, Tik Tok, YouTube, etc.) that do not involve conducting Company business or performing assigned job duties; swapping or downloading copyrighted music or video files; passing off personal views as representing those of the organization; sending or posting messages that defame or slander other individuals, disparage an organization’s products or services, or damage the organization’s image or reputation; soliciting others for personal business or commercial ventures, personal advertising, or religious or political causes; or engaging in other non-business matters or any illegal activities.

Employees are expected to comply with established information security policies and procedures, and to fully cooperate with any security investigation. Any employee violating this policy or misusing the voice mail, e-mail, instant messaging, texting, the Internet, or computer systems will be subject to discipline up to and including termination. Employees may also be held personally liable for any violations of this policy.

The Company reserves the right to monitor, access, search, retrieve, read, and review any and all voice mail, e-mail, instant messaging, texting, computer files or messages, data or documents, on-line transactions, or Internet data of any employee, without advance notice, that are composed, sent, received, stored on or deleted from its electronic communications and computer systems. Accordingly, no employee should expect his or her voice mail, e-mail, instant messaging, texting, Internet usage, or computer files and communications to be confidential or private.

Employees who have access to or possess company data or computer files, and who may quit or who are laid off or terminated from the Company are prohibited from misusing, copying, deleting, altering, damaging, corrupting, or destroying any computer files or data containing Company information before or after termination of employment. An individual who causes damage to any Company computer or files can be held liable for any unauthorized access, misappropriation, destruction, and/or damage including, but not limited to, any impairment to the integrity or availability of data, a program, a system, or information.

Upon termination of employment, an employee shall not remove any software or data from Company computers; and, if requested by the Company, shall completely remove all data collected, downloaded and/or created on personal or home computers used for Company business that relate in any manner to the Company’s business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal or home computers used for Company business.

6.16. Inspections of Company Facilities

The Company provides offices, desks, cabinets, computers, vehicles, equipment, and other property that employees use in the performance of their job duties. These facilities are the sole and exclusive

property of the Company. The Company may search and inspect all Company property and its facilities, including common areas used by employees, to detect the presence of drugs, controlled substances or alcohol as well as stolen property, weapons, or other improper materials at the workplace.

Accordingly, the Company reserves the right to inspect such facilities and property at any time, whether during work hours or not and with or without advance notice. This policy applies to all company property, regardless of whether it is for your exclusive use and regardless of whether you are allowed to maintain a lock or other means to limit access to the property. To facilitate enforcement of this policy, employees may be subject to questions whenever the Company deems it appropriate. Personal possessions of employees such as packages, backpacks, purses, briefcases, lunch boxes, and other items may be inspected upon entering and/or leaving the premises. Any employee who wants to avoid inspection of any articles or materials should not bring such items onto Company premises.

You are expected to cooperate in such inspections, and your consent to inspection is required as a condition of employment. Refusal to consent may result in disciplinary action, including termination of employment.

6.17. Smoking and Smokeless Tobacco

Smoking and use of chewing or smokeless tobacco including e-cigarettes is prohibited in all areas of the building and in enclosed work locations. Smoking or use of chewing tobacco, smokeless tobacco, or e-cigarettes including nicotine free electronic cigarettes, or vaping devices that contain nicotine is permitted only in designated outside areas during regularly scheduled rest and meal periods. Please be especially courteous to the sensitivities of our customers and fellow employees who may object to smoking or nicotine vapors. Smoking is not permitted near entrances or doorways of our buildings or as may be prohibited by applicable law or local ordinance.

6.18. Dress and Grooming Code

At Master Plan Communications, professional image is important and is maintained, in part, by the image that you present to clients, visitors, vendors and others in our business. No one has a second chance at a first impression. You are expected to consistently utilize good judgment in determining your dress and appearance on a daily basis.

We expect that all employees will be professionally dressed and appropriately groomed at all times. In choosing appropriate work attire, you should consider tastefulness, client contact, the nature of your job, and your working conditions. The Company expects employees to comply with reasonable workplace appearance, grooming and dress standards including appearing or dressing appropriately according to their gender or consistently with their gender identity, provided that such standards are consistent with applicable state and federal law requirements. The Company would accommodate an employee's religious dress and grooming practices, if they are part of an individual's observance of his/her religious creed. An employee's work attire must be neat, clean, properly fitted (for example not oversized and not too loose, tight or short), in good taste, and which projects a positive image of our Company.

Hair must be clean, neat, and appropriately styled for our work setting. Fingernails must be kept clean and at a length compatible with job requirements.

All employees are expected to practice proper hygiene and cleanliness. No offensive body odor or strong cologne/perfume/powder. This grooming policy does not prohibit hair texture and natural hairstyles historically associated with one's race or ethnicity such as braids, locks, twists, and other protective hairstyles.—

It is the responsibility of each Supervisor to communicate the Company's dress and grooming standards to all current employees and each new employee as he or she is hired. Employees are expected to check with their Supervisor if they are unsure about the appropriateness of their attire or grooming.

6.18.1. Work Attire

Employees may wear casual attire Monday through Friday of each week that is appropriate for a business office environment. For the purpose of this policy, casual attire means clothing such as jeans, slacks, khakis, chinos, corduroy pants, dresses, skirts, collared sports or polo shirts, t-shirts, sweatshirts, sweaters, sandals, loafers, and skate, athletic, dress or walking shoes. Employees must use good judgment in determining what casual attire is appropriate to wear to the office. Employees must use good judgment and consider the level of client and public contact as well as the types of meetings they are scheduled to attend in determining the type of business relaxed or formal business attire that should be worn to the office when meeting with clients or visitors. Inappropriate Attire

For your guidance, the following are some clothing articles and grooming that are not appropriate at work: provocative or revealing clothing of any kind; mini-skirts, low cut tops; spaghetti strap blouses/dresses without a jacket; halter tops (unless covered by a blouse or shirt); low cut, backless or off the shoulder wear; clothing exposing the midriff or undergarments; shirts with inappropriate, profane or offensive logos, statements, artwork or pictures; clothing of any kind that is stained or dirty, has holes, is wrinkled, or is frayed, torn, patched or missing buttons; or crocs.

6.18.2. Non-Compliance

Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Salaried or hourly non-exempt employees will not be compensated for the time away from work. Employees who violate the Company's dress code policy and/or grooming standards will be subject to disciplinary action, up to and including termination.

6.19. Use of a Cell Phone While Driving

California law bans all drivers from using handheld cellphones while driving. While the Company recognizes that there may be a need to use cellular phones for business purposes, *safety must be the priority*. Employees may not operate a hand-held cell phone while driving a vehicle on Company business. Employees are to use only a cellular phone that is designed and configured to allow hands-free listening and talking operation and are used in that manner when engaging in brief conversations while driving. Use speed or voice dialing whenever possible, and never manually dial a phone number unless your car is stopped. Additionally, employees are not to write, send or read text messages or emails from their cell phone or any other communication device while driving. A few exceptions apply to the general ban. Handheld cellphones may be used: a) to make an emergency call to a law enforcement agency, medical provider, fire department, or other emergency service agency, b) by those operating vehicles on private property. Be attentive while always driving and keep your eyes on the road while using the phone. Otherwise, employees should park their vehicles before using their phones in hands-free mode for Company business if the conversation is involved or the call is going to be intense, when the weather is bad, or when road conditions are poor, or traffic is heavy. Violation of this policy may result in disciplinary action, up to and including termination.

6.20. Use of Vehicles for Company Business

During your employment, you may be required to use your own vehicle, a company vehicle or a rented vehicle for Company business. You must possess a current, valid driver's license, appropriate insurance coverage (including collision and third-party liability) and have specific authorization from your Supervisor in order to use a vehicle on Company business. In addition, employees are responsible for immediately reporting to your Supervisor any changes in their automobile insurance policy or the status of their drivers' license such as suspension or revocation as well as any DUI (driving under the influence)/DWI (driving while intoxicated) citation and/or conviction that may or will affect the Company's automobile insurance liability policy. Employees who are uninsurable or who create the potential for an increase in the Company's liability insurance premiums may be terminated.

If you use your own vehicle on authorized Company business, you will be reimbursed at the established rate that is allowed per mile. To be reimbursed, employees must indicate the number of miles, the name and location of the person visited, and the business purpose for the visit on the expense report. The Company will also reimburse necessary toll road and parking expenses incurred while an employee is away from the office on Company business.

Employees are to observe all traffic and parking regulations. Should an accident occur, MPC is not responsible for damage to your car or other property or for injuries to a third party. The Company will not pay fines for moving, parking or other violations occurring when you are driving your vehicle, a company vehicle or a rented car on Company business. All employees driving a vehicle on Company business must immediately report to your Supervisor about any accident and/or any moving or non-moving violation for which they are cited while driving a vehicle. In the event of an accident in the course of using any vehicle on Company business, complete an accident report giving details about the accident, e.g., date, time, place, persons involved, insurance information on other driver(s), any injuries or property damage, witnesses, etc.

7. WORKPLACE HEALTH AND SAFETY

7.1. Occupational Health and Safety

The Company is dedicated to a goal of maintaining standards for the safety and health of its employees. As part of that goal, the Company is committed to providing employees with a work environment that is conducive to safe, effective and productive job performance. The health and safety of our employees is a priority. All employees must follow safe working practices and instruct others to work safely, including complying with the Company's safety programs, and attend safety meetings and training as may be required.

7.1.1. Accidents

All accidents (injury to you, another employee, customer, vendor, visitor or any other person) or any near misses must be immediately reported to your Supervisor. Any injury, no matter how minor, that occurs at the workplace or during the course of your employment must be reported promptly. You may be entitled to workers' compensation benefits for on-the-job injuries and prompt, accurate reporting of accidents will assist you in obtaining the benefits, which you are entitled to receive.

7.1.2. Safety

It is our policy to provide and maintain a safe working environment for you. By using good judgment, following safe work practices, using proper procedures when lifting and carrying of heavy objects, and operating tools and equipment properly, you will help us meet our objective of preventing work-related injury and property damage. Employees are to report any unsafe or hazardous condition, or emergency situation to your Supervisor, your Supervisor, and/or your Supervisor immediately. Reports and concerns about a workplace health and safety issue, or the existence of a hazardous condition or practice in the workplace may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

All employees are required to know the location of all emergency exits in their work area. Employees are expected to ask your Supervisor to confirm the location of, and the routes to all emergency exits any time they are unsure about their location. Employees are to know the location of all alarms and fire extinguishers and become familiar with the proper use of emergency equipment should the need ever arise. Employees are also to review and become familiar with the Company's emergency evacuation and fire prevention plans, and to clarify any unclear aspect of our emergency procedures with your Supervisor.

Employees who jeopardize or violate health and safety rules or standards, who cause hazardous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

7.2. Reporting On-The-Job Accidents and Injuries

Employees who incur an injury or illness on the job or are involved in an accident on the job (whether or not they are injured) are required to immediately report all such situations, no matter how minor it may seem, to your Supervisor. If your Supervisor is not available, anyone present should notify any other management person, or seek appropriate medical care for the injured or ill person as soon as possible.

When an employee is involved in an on-the-job accident and/or incurs a work-related injury or illness, the Company reserves the right to require immediate medical evaluation and/or treatment of the employee involved at Company's expense by a physician selected by the Company or pre-designated by the employee.

The Company will investigate all situations so that corrective action can be taken to prevent any unsafe working conditions, practices and procedures. Employees are expected to help management correct the situation before resuming any work that caused or might cause an accident, injury or illness.

The Company will make a reasonable effort to ensure that employees who return to work after a serious injury or illness are capable of performing their duties or assignments without risk of re-injury or relapse. If the cause of the employee's illness or injury was job related, management will make a reasonable effort to provide the returning employee with work assignments consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required **before** an employee can begin any type of work assignment.

7.3. Employees Excused from Work During "Emergency Conditions"

During an "emergency condition", employees will be allowed to leave work, refuse to report to work, or *not report* to work, if they have a reasonable belief that there is a real danger of death or serious injury if they were to remain onsite or to enter the workplace.

An emergency condition is considered as a disaster or extreme peril to the safety at the workplace caused by natural forces or a crime, an evacuation order due to a natural disaster, crime at the workplace, an employee's home, or their child's school or as otherwise declared by local, state, or federal authorities. A health pandemic (such as COVID-19) will not be considered by the Company as an emergency condition, and this policy will not apply to emergency conditions that are no longer a threat or have ceased.

Additionally, employees will be allowed to access their cell phone, mobile device, or other communications device for seeking emergency assistance, assessing the safety of a situation, or communicating with a person to verify their safety.

When feasible, an employee shall notify their Supervisor of the emergency condition requiring them to leave or refuse to report to their workplace prior to leaving or refusing to report. If not feasible to provide advanced notice, employees shall notify company management of the emergency condition that required the employee to leave or refuse to report to the workplace as soon as possible after leaving or refusing to come to work.

The Company will not retaliate or take adverse action against any employee for refusing to report to or leaving work during an "emergency condition" according to local or state laws.

7.4. Use of Drugs, Alcohol or Intoxicants

Employees are the most valuable resource at MPC. For that reason, the Company has a critical interest in assuring the health, safety and well-being of its employees and the maintenance of a safe and efficient work environment. The possession, use or sale of controlled substances (such as marijuana, cocaine, heroin, opiates, methamphetamine, and other drugs or narcotics) in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful and efficient operations. Likewise, the use or being under the influence of alcohol in the workplace poses safety and production risks. All employees must report to work in a fit condition to perform their jobs safely and well.

The manufacture, use, sale, purchase, or distribution of alcoholic beverages and/or illegal drugs or controlled substances by any employee while on Company property or in a vehicle while performing Company business is strictly prohibited. An illegal drug is any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained or is being misused or abused. Coming to work with controlled substances or illegal drugs in the employee's system or being impaired or under the influence of alcohol or drugs while performing Company business or while on Company property is prohibited.

This policy covers illegal drugs or controlled substances, including marijuana, as well as prescribed or over-the-counter drugs that are not legally obtained or are not being used for prescribed purposes. Using or being under the influence of any legally obtained drug while performing Company business or while in a Company facility or on Company property, or while operating a Company vehicle or equipment is prohibited to the extent that such use or influence affects job safety or efficiency. Impairment from the use of alcohol or drugs may affect the safety of co-workers, Clients or members of the public, your job performance, and the safe and efficient operation of the Company facility.

Although the use of medical marijuana is permitted by the state of California and marijuana use for recreational purposes may also be permitted in other states, its use is not permitted at any Company facility, or by an employee while on duty. Employees who are impaired or under the influence of marijuana while at work, when operating equipment to perform his/her job duties or driving a vehicle on Company business would be subject to termination of employment.

Employees who are or will be using legal drugs that may affect their performance or impair their judgment should immediately inform your Supervisor. The Company may consult with the prescribing physician or another qualified medical professional to learn the expected effect of the drug and/or require a written statement from the physician or medical professional that continued working would be safe and efficient. An employee may continue to work if the Company determines that the employee does not pose a safety threat and/or that job performance is not affected by use of the drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate measures.

7.4.1. Violation of Policy

Violation of this policy will result in disciplinary action, including termination of employment, even for a first offense.

7.4.2. Drug and Alcohol Testing for Reasonable Suspicion

The Company reserves the right to, and may, conduct drug and alcohol testing of employees for reasonable suspicion and for post-workplace accidents. If the Company has a reason to suspect that any employee may be using illegal drugs, intoxicants, or alcohol, or may be under the influence of or impaired while at work, or when reporting for work, that employee may be ordered to submit to a blood test, urinalysis, oral fluid testing, breathalyzer, or other test conducted by a professional medical staff and laboratory. Metabolite type testing specific to marijuana use, or for determination of marijuana impairment, will be prohibited. Likewise, when the Company has a reason to suspect that an employee's use or impairment from drugs, intoxicants or alcohol has been a factor in an injury or accident during work or likely has contributed to the incident at work, or while operating Company equipment or vehicle, that employee may also be ordered to take a blood test, urinalysis, or other drug/alcohol test. Such examination and/or tests, when requested, will be on Company time, are considered a condition of employment, and will be at the sole expense of the Company. Transportation will be provided to and from the medical facility. If the employee tests positive, the employee will be subject to immediate termination. Should an employee refuse to submit to the requested examination or test, the employee will be subject to discipline up to and including termination for insubordination.

7.4.3. Company Inspections

The Company retains the right to search and inspect all Company owned property and premises, including common areas used by employees, to detect the presence of drugs, controlled substances or alcohol. Company owned property includes, but is not limited to machinery, equipment, furniture, lockers, buildings and vehicles. In addition, the Company may question employees and inspect any of their packages or belongings when entering or leaving Company premises. Such inspections may occur at any time, with or without notice. As a term and condition of employment, every employee is expected and required to fully cooperate with any search being conducted to detect the presence of drugs or alcohol on Company property.

7.4.4. Alcohol and Drug Rehabilitation

An employee who may have an alcohol or drug problem is encouraged to seek treatment before his or her performance or conduct is affected. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless it imposes an undue hardship on the Company. You may use any available sick leave as well as any accrued, unused

vacation benefits to which you are entitled for the purpose of entering and participating in such a rehabilitation program.

A request by an employee for assistance or participation in an alcohol or drug rehabilitation program may not be used by the employee as means of avoiding any disciplinary action, up to and including termination, when there has been a violation of this Policy.

7.5. Workplace Security

MPC is committed to providing a workplace that is free from acts or threats of violence. Although some kinds of violence result from societal problems that are beyond the Company's control, MPC believes that measures can be adopted to increase protection for employees and to provide a secure workplace. Accordingly, the Company prohibits any employee from threatening or committing any act of violence in the workplace or while on company business. This policy also forbids employees or anyone else with the exception of authorized and licensed security personnel from carrying or bringing a gun or any weapon on Company premises or while conducting Company business.

The Company believes prevention of workplace violence begins with recognition and awareness of potential early warning signs of a situation that presents the possibility of violence. Workplace violence includes threats of any kind; threatening or physically aggressive or violent behavior; harassing or threatening phone calls; stalking; other behavior that suggests a propensity toward violence such as belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern or refusal to follow Company policies and procedures; defacing Company property or causing physical damage to the facilities; or bringing weapons or firearms of any kind on Company premises. Also, be aware of persons loitering on Company property for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas).

You are expected to cooperate in helping to keep the workplace free from problems that are associated with activities that appear to be illegal, unauthorized or potentially violent. Accordingly, you must immediately notify your Supervisor of the existence of any such activities that you may become aware of during the course of your employment. This duty extends, for example, to threats, acts of violence, aggressive behavior, or threatening acts or comments. All reports of workplace violence will be taken seriously and will be reviewed promptly, and appropriate corrective actions will be taken.

You should request assistance from the nearest available manager to help resolve any difficult situation or security problem. Do not confront any person who is hostile or overly agitated. Instead, you should immediately report to management any persons who act in a suspicious, hostile or violent manner.

In addition to these efforts, all employees are to notify your Supervisor or any other management personnel of any security hazards and recommend appropriate corrective actions to prevent workplace violence and limit access to work areas by unauthorized persons.

7.6. Housekeeping

The Company wants to provide an attractive and pleasant atmosphere for its employees and Clients. All employees are expected to keep their work areas clean, organized and uncluttered; and to pick up after themselves when they use the restroom, lunchroom, and common areas. The Company makes available lunch or break areas for the use by employees. It is important that you understand and fulfill your responsibility to the Company and to your fellow employees when it comes to housekeeping.

It is everyone's responsibility to keep all work areas clean and trash free. This includes such items as the refrigerator, microwave and coffee maker. Please help in this regard by cleaning up and disposing of food, drink and trash properly at the end of your rest or meal period. Each employee is responsible for the cleaning of mugs, glasses, dishes and utensils that he or she uses. In general, it is for the safety and benefit of everyone that we keep our facilities and workstations clean and orderly. The result will be a work environment, which we all can be proud of at MPC.

TO BE SIGNED BY NEWLY HIRED OR CURRENT EMPLOYEE

MPC

HANDBOOK ACKNOWLEDGMENT AND AGREEMENT

I acknowledge receipt of the MPC’s Employee Handbook revised February 2015, containing policies and procedures of the Company as well as outlining my privileges and obligations. I understand that this Handbook replaces any previous handbook, understanding, policy, practice, or representation concerning the subject matters covered by the Handbook. I understand and agree to read and abide by the policies, practices, procedures and rules contained in the Handbook as well as any amendments or changes. I understand that except for the "at-will" nature of my employment, all other policies, practices, procedures, rules and benefits contained in this Handbook and other related documents may be amended, modified, discontinued or eliminated at any time by the Company at its sole discretion.

I further understand and agree that my employment with MPC, and any of its related entities (referred to as the “Company”) is for an unspecified term and is based upon mutual consent and may be terminated at will by either party. Therefore, my employment and compensation may be terminated by the Company or me “at will” at any time, for any or for no reason, with or without cause or prior notice. Additionally, I understand and agree that the at-will nature of my employment relationship with the Company means that the terms of my employment at the Company, including but not limited to, promotion, demotion, discipline, transfers, layoff or recall, compensation, benefits, job duties and responsibilities, hours and schedules, work assignments, and location of work, may be changed by the Company at any time, with or without notice, and for any or for no reason. Although other terms or conditions of employment may change, this at-will aspect of my employment relationship will remain in effect throughout my employment with the Company, unless there is a written agreement to the contrary. No employee or representative of the Company other than the President has any authority to enter into an agreement to employ me for any specified period of time or to make any agreement inconsistent with the terms of this Acknowledgment. This at-will nature of my employment relationship cannot be changed, modified, amended, or rescinded except by an individual written employment agreement signed by the President of the Company and me (or by an authorized representative on my behalf). I also understand and agree that nothing in this Handbook or the Company’s discretionary use of corrective discipline creates any express or implied contract to the contrary and that this Handbook is not a contract of employment. Accordingly, I will not interpret this Handbook in any way that will create any express or implied contractual rights between the Company and me. I understand and agree that any verbal or written representations by anyone to the contrary are invalid and should not be relied upon by anyone. This at-will nature of my employment sets forth the entire agreement on this subject and supersedes any prior oral or written understandings or statements.

Nothing in the Employee Handbook should be construed to prohibit employees from communicating or discussing their wages, benefits, working conditions, or other terms of employment with co-workers or others.

I HAVE CAREFULLY READ THIS ACKNOWLEDGEMENT AND I AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT.

EMPLOYEE NAME (PRINT): _____

EMPLOYEE SIGNATURE: _____ DATE: _____

NOTE: Upon completion of this acknowledgment sheet, remove it from the remainder of the Employee Handbook and submit it to your Supervisor for insertion in your personnel file.