TESTICLE MANUFACTURING CORPORATION
EMPLOYEE HANDBOOK

Welcome to Testicle Manufacturing Corporation (“TMC” or the “Company”). TMC appreciates your willingness to come work for the Company, and TMC looks forward to a mutually satisfactory employment relationship with you. This Employee Handbook (the “Handbook”) details many of the Company’s more significant employment policies and practices as they relate to you and your fellow employees, while at the same time providing you with an overview of the benefits to which you may be entitled as an employee of TMC.

PLEASE REMEMBER THAT THIS HANDBOOK DOES NOT, AND NEVER WILL, CONSTITUTE AN EMPLOYMENT AGREEMENT WITH TMC, AND YOU SHOULD NEVER VIEW IT AS SUCH.

**In fact, it is important for you to remember that at all times during your employment with TMC, you shall be an at-will employee, and nothing contained in this Handbook is intended to alter the at-will relationship between you and the Company. Being an at-will employee means that TMC may terminate your employment at any time with or without notice or cause. By signing the acknowledgment page of this Handbook, you are acknowledging that you were provided a copy of the Handbook and were encouraged to both read it and ask questions about any part that you did not understand.**

# JOB DESCRIPTION, WORK HOURS, AND CLASSIFICATION

## Job Description & Work Hours

Your initial job duties are set forth in the Job Description addendum attached to this Handbook as ***Exhibit “A.”*** If you have any questions about your work hours, duties, or responsibilities, please talk with Human Resources.

TMC may, in its sole discretion, alter or modify your job duties or work hours for any reason it sees fit. In the event that the Company elects to alter or modify your job duties or work hours, however, it shall provide you with reasonable prior notice.

## Classification

Classification is a fancy word to describe what type of employee you are. For example, you might be a *full-time* employee, or you might be a *part-time* employee. Likewise, you might be an *exempt* employee, while a coworker might be a *non-exempt* employee.

In discussing the differences between exempt v. non-exempt employees, the word “exempt” is, for the most part, meant to describe an employee’s being exempt from the protections of federal and state overtime laws. Exempt employees, who are almost always paid a salary (as opposed to hourly), must earn a certain amount of money *and* fall into 1 or more of several categories of workers (e.g., executives, professionals, etc.). Most employees are categorized as non-exempt.

**TMC has designated you as a *non-exempt* employee.** If you have any questions regarding why you have been designated as non-exempt, you may discuss the matter with Human Resources.

You are considered a full-time employee if you work at least 30 hours per week. Otherwise, you will be deemed a part-time employee.

# WORKWEEK / Paychecks

TMC’s workweek runs from Monday through Friday. TMC shall pay you every other Friday for all hours you worked during the prior pay period.

Subject to limited exceptions, you are entitled to at least 1 day off during every workweek. For specific information regarding your typical work hours and compensation, please refer to the Notice to Employee addendum attached to this Handbook as ***Exhibit “C.”***

Deductions will be made from your paycheck for federal and state withholding and employment taxes, as well as for contributions you have requested to retirement and other employee benefit plans maintained by TMC, if any. Garnishments or other deductions required by law, as well as voluntary deductions you have requested, will also be deducted from your paycheck.

All such deductions, including amounts, will be described on a statement accompanying your paychecks. You should review the statements carefully each time you receive a paycheck, and if you have questions about the nature or amount of any deductions made, you should pose those questions to Human Resources.

In the event that you ever receive special compensation (e.g., bonuses) in the form of cash, taxes will be deducted automatically, just as in the case of your regular compensation, and you will be provided with a statement of the specific taxes deducted.

While employed by TMC, you are required to utilize a timecard, or an electronic equivalent of a physical timecard. TMC relies on its employees, including you, to accurately record all hours actually worked. It is your responsibility to ensure that your work time, as well as your required mealtimes, are accurately recorded on your timecards. Falsifying a timecard or clocking in for time in which you did not actually work is dishonest and strictly prohibited. Clocking in for another employee is also dishonest and strictly prohibited. You must sign (physically or digitally, whichever the case may be) all of your timecards. Each time you sign your timecards, you will be certifying that the time stated on the timecard accurately reflects the time you worked and that you took all your required breaks and meal(s).

TMC may, in its sole discretion, alter or modify your compensation, or the schedule upon which it pays your compensation, for any reason it sees fit. In the event that TMC elects to alter or modify your compensation or compensation schedule, however, the Company shall provide you with reasonable prior notice.

# Employee Benefit Plans

On your 91st day of employment with TMC, you will be entitled to participate in any defined employee benefit plans (e.g., health insurance, retirement, profit sharing, etc.) that the Company elects to provide to similarly situated employees, subject of course to specific conditions and limitations inherent in each of those plans. When such participation occurs, Human Resources can describe the different benefits to which you are entitled, as well as the steps you need to take to avail yourself of those benefits.

TMC may, in its sole discretion, alter or modify its benefits package. In the event that TMC elects to alter or modify its benefits policies, however, it shall provide you with reasonable prior notice.

# Expense Reimbursement

## General

TMC shall reimburse you for any necessary business-related expenses incurred in the performance of your job duties. However, certain types of expenses are never reimbursable absent specific written authorization from Human Resources. Such non-reimbursable expenses include: (i) airport lounges; (ii) drycleaning; (iii) clothing; (iv) spas/massages; (v) club dues; (vi) parking fines; (vii) child care; (viii) car washes; (ix) gifts; (x) sporting goods; (xi) personal effects; (xii) traffic fines; (xiii) travel upgrades; (xiv) toll-road fines; (xv) family related travel expenses; (xvi) luxury vehicles (unless less expensive than standard); (xvii) in-room entertainment; (xviii) live entertainment/shows/gambling; (xix) personal expenses incurred during business travel; (xx) non-compulsory insurance charges; and/or (xxi) loss/theft of personal property. If you’re unsure whether a particular expense is reimbursable or not, please ask Human Resources before incurring the expense.

You are, of course, expected to exercise discretion and good business judgment in incurring expenses for which you’re seeking reimbursement. Part of exercising such good judgment is making sure that you’re as careful about reimbursable expenses as you would be if you were spending your own money.

TMC reserves the right to modify its expense reimbursement policies or forms in its sole discretion and without notice to you. Any such modifications, however, will not affect reimbursement of expenses incurred by you prior to the policy change.

## Vehicle-Related Expenses

There may be times when you will use your personal vehicle for business-related purposes. In such cases, you will be reimbursed for all business-related miles driven at the then current Internal Revenue Service standard mileage rate. The per mile rate of reimbursement shall fully compensate you for all costs associated with your vehicle’s business-related use. For that reason, you should not expect to be reimbursed for any other vehicle-related expenses, including things like gasoline, maintenance, parking/traffic fines, towing charges, or car washes.

There may also be times when you will use a Company owned/leased vehicle while performing your job duties. In the event that you are ever required to purchase fuel for such vehicles, you will either be provided with a Company-owned gasoline charge card, or you will be reimbursed for all fuel-related expenses. The same is true with respect to maintenance, upkeep, and repairs to such Company vehicles.

Other vehicle-related procedures and requirements are referenced in the Company’s Vehicle Use Agreement, a copy of which shall be provided to you concurrently with this Handbook.

## Air Travel

In the event that you ever have to fly on Company business, air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Absent prior approval from Human Resources permitting you to purchase a higher priced fare, TMC will only reimburse you for the lowest price coach/economy fares.

Likewise, while you are free to upgrade your seat at your discretion, unless you have obtained prior written approval from Human Resources for the higher fare, any increased costs associated with such an upgrade shall not be reimbursed by TMC. You are also free to use any frequent flier miles that you have accumulated to upgrade your seat.

Airline charges for baggage fees shall be reimbursable only in the following circumstances: (i) you are transporting materials related to the performance of your job; (ii) you are traveling on TMC business for longer than 3 days; or (iii) the anticipated baggage charge has been pre-approved by Human Resources.

## Hotels/LodgingRental Cars

In the event that your job duties ever require you to travel out of town on Company business, TMC will reimburse you for the cost of standard accommodations in reasonably priced hotels. If you wish to stay in more expensive hotels, you must obtain pre-approval from Human Resources.

Likewise, TMC will reimburse you for the reasonable costs associated with a rental car. TMC will also reimburse you for any costs of a taxi, Uber, Lyft, or car service if such costs are lower than the costs associated with renting a vehicle, or if you believe renting a vehicle is otherwise impracticable under the circumstances.

## Mobile Phones

Each pay period, TMC will reimburse you the sum of $27.5 to compensate you for your business use of your personal mobile device(s). The stipend shall fully compensate you for all costs associated with your mobile device’s business-related use. For that reason, you should not expect to be reimbursed for any other expenses related to your mobile devices, including things like replacement/repair costs, upgrades, call plans, or voice/data charges.

# TIME OFF &NON-EXTENDED LEAVE

## Holidays

TMC celebrates the following paid holidays: (i) New Year’s Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Veterans Day; (vi) Thanksgiving Day; (vii) Day After Thanksgiving; (viii) Christmas Day; and (ix) Presidents’ Day.

Even though TMC offers its non-exempt employees the above-referenced paid holidays off, from time to time you may be required to work on 1 or more of those days, and in such cases, subject to applicable law, although you will not receive additional compensation for doing so, you will be required to work. In other words, if you must work during 1 or more of the holidays referenced above, you will be paid your normal compensation.

Holiday pay for time not actually worked will not be considered hours worked for purposes of computing overtime hours.

TMC may, in its sole discretion, modify, expand, or limit its holiday policies without prior notice to you.

## Paid Vacation Time

As a non-exempt employee of TMC, you are entitled to begin accruing and using a certain number of hours of paid vacation time (“PVT”) every calendar year. You will begin accruing, and may start using, your PVT on your 91st day of employment with the Company according to the following table:

|  |  |
| --- | --- |
| **Years Employed** | **Annual PVT(in hours)** |
| Year 1 | 40 Hours |
| Year 2 | 80 Hours |
| Year 3 | 80 Hours |
| Year 4 | 80 Hours |
| Year 5 | 120 Hours |
| Year 6 | 120 Hours |
| Year 7 | 120 Hours |
| Year 8 | 120 Hours |

Your PVT will accrue at a rate equal to the annual number of hours of PVT to which you’re entitled, divided by the number of pay periods in a year. [*For example, if you’re entitled to 80 hours per year of PVT, and if you’re paid twice per month, then your accrual rate will be 3.333 hours per pay period.*]

TMC reserves the right to pay out part or all of your accrued and unused PVT at the end of every calendar year, or for that matter, at any time it wishes to do so. You should keep in mind, therefore, that simply because you have *accrued* a certain amount of PVT, does not necessarily mean that you will be able to *take* all that time off. If TMC pays out all or part of your accrued and unused PVT, you will have that much less to use.

There may be times when TMC decides *not* to pay out your accrued and unused PVT. At such times, while you will be permitted to carry over your accrued and unused PVT from 1 year to the next, you are not permitted to accrue more than 1.5x your maximum allotted annual PVT. Consequently, once your PVT balance reaches that limit, you may only accrue additional PVT by using your PVT to bring your balance back down below the maximum accrual limit.

While taking PVT, you will be paid the compensation you would otherwise receive for regularly scheduled work during the PVT period.

You must schedule your PVT with Human Resources to ensure adequate coverage for the work to be done. While TMC will attempt to honor your vacation scheduling preferences to the extent it is feasible to do so, because such a determination may take several factors into account (e.g., seniority, coverage, fiscal goals, etc.), such scheduling shall be in the Company’s sole discretion.

Subject to applicable law, TMC may, in its sole discretion, alter, modify, or eliminate its PVT policies upon providing you with notice. However, no such alteration, modification, or elimination will affect any unused PVT that you accrued prior to your being notified about the policy change.

## Sick Leave

You will be entitled to use and be paid for, at your regular rate of pay, up to 80 hours of sick leave per year. Once you’ve reached that limit, you will no longer be entitled to receive pay for any sick time taken.

You will not need to accrue your sick leave over time. Rather, on your 1st day of employment with TMC, and on the 1st day of every subsequent calendar year that you’re employed with TMC, you will receive and be entitled to use all of that year’s allotted sick leave. Each of your paystubs will reflect how much sick leave you’ve used for the year, if any, and how much you have left to use, if any.

You may utilize your paid sick leave to care for yourself when you are sick, or to care for a family member. You may also utilize your paid sick leave to care for yourself if you have been a victim of domestic violence, stalking, or sexual assault. [*For purposes of this Handbook, “family member” includes your: (i) children, regardless of age, and regardless of whether or not they’re “step,” “foster,” or adopted children; (ii) parents, regardless of whether or not they’re your biological, “step,” “foster,” or adoptive parents, and also including the parents of your registered domestic partner; (iii) spouse; (iv) registered domestic partner; (v) sibling; (vi) grandparent; or (vii) grandchild.*]

If you need to miss work due to an illness, domestic violence, stalking, or sexual assault, you must provide Human Resources with notice in advance of the 1st day of your absence, immediately prior to your departure from work, or as soon after your departure as is reasonable under the circumstances. When providing Human Resources with such notice, you must report the type of sickness or nature of the absence with which you or a family member are dealing (e.g., taken to address domestic violence, etc.), and the date you expect to return to work. TMC reserves the right to request a doctor’s note at any time during or at the conclusion of your sick leave.

If you use all of your paid sick leave during a given year, additional illness-related absences will be counted against your accrued and unused PVT.

Keep in mind that TMC depends upon all of its employees, including you, to be present during scheduled work hours. Such dedication on your part is necessary to the Company’s smooth operation and success. For that reason, you may only use your paid sick leave for those times when you or a family member is sick or has suffered with domestic violence, and not, for example, because you want to enjoy a long weekend.

In no event will you ever be entitled to be paid for any accrued and unused sick leave.

TMC may, in its sole discretion, pursuant to applicable law, alter or modify its paid sick leave policy without prior notice to you. No such alteration or modification, however, will affect any unused sick leave that you accrued prior to your being notified about the policy change.

## Jury Duty

You must provide Human Resources with reasonable advance notice if you’ve been called for jury service. TMC reserves the right to request a deferral on your behalf if you cannot be spared during the time you have been called to serve. You will be permitted to take unpaid time off to serve your jury duty, but if you are not required to be in court, you must report to work. You may also choose to use any accrued and unused PVT or sick leave to receive pay when you are serving your jury duty.

## Domestic Violence, Crime, and Witness Leave

If you provide reasonable advance notice to Human Resources, you may take unpaid time off to: (i) appear in court if you have been served with a summons, subpoena, or court order; (ii) appear in court to obtain relief (e.g., obtain a restraining order) if you or your child(ren) were the victims of domestic violence, sexual assault, or stalking; and (iii) attend any court proceedings regarding a crime in which you, your child(ren), an immediate family member, your registered domestic partner, or a child of your registered domestic partner were a victim.

In addition, if you or a family member of yours are victims of domestic violence, sexual assault, or stalking, you may also take leave to seek medical attention for related injuries, seek help from a domestic violence shelter or program (e.g., a rape crisis center), seek psychological counseling, receive safety planning training, or take any other reasonable actions to increase your (or your family member’s) safety.

You may, however, choose to use any accrued and unused PVT or sick leave to receive pay when you are taking such time off.

TMC will work with you in good faith to provide you with reasonable accommodations if you have been a victim of domestic violence, sexual assault, or stalking. Such accommodations might include things like a transfer, reassignment, a modification to your work schedule, installing locks, changing your work telephone number, moving you to a different workstation, or modifying/implementing specific safety procedures for the Company.

Subject to applicable federal and state law, such leave will *not* run concurrently with any other leave laws to which you might be entitled.

This policy will not apply to you if you have been charged with a crime and must attend a related judicial proceeding. Rather, such unpaid time off shall be treated as an unexcused absence.

## Miscellaneous Leaves of Absence

TMC shall abide by all applicable federal and state laws regarding leaves of absence, including without limitation, those related to the following:

### Voting

If your normal work hours prevent you from taking sufficient time off to vote, you may take up to 2 hours of work time to vote. While you will continue to receive your regular pay during such time away from work, such leave is only available to you if you do not have sufficient time to vote during your scheduled hours on an election day.

If you must take time to vote during working hours, you must inform Human Resources at least 2 business days before the election. Such time off to vote must be taken either at the beginning or end of your work shift, whichever allows the most free time for you to vote and the least time off from work.

### School-Related Activities

If you are a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in loco parentis to any school-age children (K-12), TMC will provide you with up to 40 hours of unpaid leave each school year (but no more than 8 hours in any calendar month) to participate in school-related activities of your children, grandchildren, step-children, foster children, the children of your registered domestic partner or spouse, etc. You may also take unpaid leave to appear at your child’s school if your child, step-child, step-child, foster child, or grandchild has been suspended or otherwise disciplined.

You must notify Human Resources as far in advance of the planned absence as is reasonable, or TMC may otherwise deny your request.

You may use any accrued and unused PVT or sick leave to receive pay during such time off.

TMC reserves the right to receive verification of the school activity.

### Volunteer Firefighter and Reserve Police

If you are a volunteer firefighter, reserve peace officer, or emergency first responder, you may be eligible for up to 14 days of unpaid leave per year for official fire or law enforcement *training*.

If you are a volunteer firefighter, reserve peace officer, or emergency first responder, and your services are officially required to *perform* actual emergency services, TMC will grant you unpaid leave to perform those emergency services. You must, however, return to work immediately upon completing your official emergency duties.

You may use any accrued and unusedPVT or sick leave to receive pay during such emergency training.

### Civil Air Patrol

If you: (i) are a volunteer member of the California Wing of the civilian auxiliary of the United States Air Force (Civil Air Patrol); (ii) have been called up to respond to an emergency operational mission; and (iii) have been employed by TMC for at least 90 days prior to the commencement of the requested leave, TMC will grant you up to 10 days of unpaid leave per year to respond to the emergency (provided that no single emergency mission extends beyond 3 days without the Company’s written consent).

You must give Human Resources as much notice as possible of the intended dates of leave, and TMC reserves the right to ask you to provide documentation of your need to take the leave. TMC may deny your leave if you fail to provide the requested documentation. You are free to use your accrued and unused PVT or sick leave to receive pay during such time off.

### Alcohol or Drug Treatment

If you voluntarily come forward to Human Resources and admit to having drug or alcohol problem(s), you *may* be eligible for *unpaid* time off to participate in an approved rehabilitation program.

Such participation is subject to various conditions, including: (i) whether or not your problem has already (or otherwise would have already) subjected you to disciplinary action; and (ii) whether or not providing you with such leave would present an undue hardship on TMC.

You may use accrued and unused PVT or sick leave for all or part of the time you spend in the program.

If you do request to participate in an approved rehabilitation program, please know that whether or not you are eligible for the leave, TMC will keep your request strictly confidential.

### Organ and Bone Marrow Donor

As long as you have been employed with TMC for at least 90 days before your leave begins, and as long as you provide Human Resources with written medical certification, TMC will grant you up to 30 days per year of *paid* leave, and up to an additional 30 days per year of *unpaid* leave, to donate an organ to another person, as well as up to 5 days of *paid* leave per year to donate bone marrow to another person.

If available, you must use 5 days of your accrued and unused PVT or sick leave when taking bone marrow leave, and up to 2 weeks of such leave when taking organ donation leave.

While organ and bone marrow donor leave shall run concurrently with leave under the Family and Medical Leave Act, it does not run concurrently with leave under the California Family Rights Act.

### Paid Kin Care

California law allows employees like you who accrue sick leave to take, as *unpaid* leave, up to half the time they are eligible to accrue annually, to care for spouses, registered domestic partners, parents, or children. Please direct all requests to provide such care to Human Resources.

# PROLONGED / EXTENDED LEAVE

## FMLA, CFRA, and NPLA

Under the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), if you have worked for TMC for at least 12 months and at least 1,250 hours during the prior year, you may take up to 12 weeks of *unpaid* leave.

You may take leave under the FMLA or CFRA for any of the following reasons:

• Birth or care of your child.

• Placement of a child into your family by adoption or by a foster care arrangement.

• Care of your spouse, child, registered domestic partner, or parent who has a serious health condition.

• Your inability to perform the functions of your position due to a serious health condition.

The amount of FMLA/CFRA leave available to you is based on a period of 12 consecutive months ending on the day the leave commences. You are limited to 12 weeks of leave during any such period.

Even if you are not eligible for CFRA leave, if you’re nevertheless disabled by pregnancy, childbirth, or related medical conditions, you may be entitled to take a pregnancy disability leave of up to 4 months, depending on your period(s) of actual disability. If you are CFRA-eligible, you may be able to take BOTH a pregnancy disability leave and a CFRA leave for the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defenses allowed under the law.

Before receiving TMC’s permission to take or remain on such leave, whatever the case may be, you must: (i) provide enough information to permit TMC to determine that the leave may be covered by the FMLA/CFRA, and when and how much leave you may need to take; (ii) update TMC if your needs under your FMLA/CFRA leave change; and (iii) provide Human Resources with at least 30 days’ advance notice of the need to take FMLA/CFRA leave when you know about the need for the leave in advance, or as soon after as is reasonably practicable for you. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

TMC may require you to provide certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition. Likewise, if you are requesting leave for the serious health condition of your child, parent, spouse, or registered domestic partner, you may be required to provide TMC with certification from your child, parent, spouse, or domestic partner’s health care provider prior to granting your leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is 2 weeks, and you must conclude the leave within 1 year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain benefits and your seniority date. If you want more information regarding the impact of the leave on your seniority and benefits, please discuss the matter with Human Resources.

Subject to applicable federal and state laws, TMC may, in its sole discretion, alter, modify, or eliminate its prolonged leave policies without prior notice to you. In no event, however, shall any such alteration, modification, or elimination affect leave requested, granted, or taken prior to the change in policy.

## Pregnancy-Disability Leave

If you are disabled as a result of a pregnancy, childbirth, or a related medical condition, you may request an *unpaid* leave of absence. TMC will grant such leave for up to a period of 17.33 weeks unless legitimate business concerns prevent it from doing so. TMC calculates your pregnancy-disability leave (“PDL”) in hours by multiplying 17.33 by the amount of hours you work on average per week. [*For example, if you typically work a 40-hour week, you would be entitled to 693 hours off under this leave policy.*]

You may request *unpaid* PDL if your pregnancy is preventing you from performing any of your essential job functions, or for prenatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, preeclampsia, post-partum depression, mastitis, loss or end of pregnancy, childbirth, or recovery from childbirth.

You or your doctor may also request that TMC reasonably accommodate your pregnancy-related medical needs, such as: (i) modifying your work duties; (ii) providing you with a stool or chair; (iii) allowing you to take more frequent breaks; (iv) transferring you to a less strenuous or hazardous position (if such a position is available); or (v) providing you with a reasonable amount of time to use a private room in close proximity to your work area to utilize a breast pump.

The amount of PDL to which you are entitled depends upon the nature of your disability, and it is something that you and your doctor will decide together. If you wish to take PDL, you must notify Human Resources at least 30 days prior to the start of your PDL (or at your first opportunity when 30 days notice is not practicable). You will also need to notify Human Resources regarding the estimated length of time you expect to be away.

You must also provide Human Resources with a medical certification of disability and authorization to release the required information to TMC. The certification should contain: (i) the date you became disabled due to your (or your spouse’s, if applicable) pregnancy; (ii) the probable duration of the disability; and (iii) a statement that because of the disability, you are unable to work at all, or are unable to perform 1 or more of your essential job functions, without risk to you, your baby, or anyone else. Failure to provide the required medical certification or authorization to release the required information to TMC in a timely manner may result in delay or denial of your PDL.

Before returning to work, you must provide a medical certification that you are able to resume your original job duties. You may obtain the required form(s) from Human Resources.

If you return to work immediately following the expiration of an approved PDL, you will generally be re-employed in either your former or comparable position. Taking PDL, however, may impact your seniority and benefits. Inquire with Human Resources if you have any questions regarding that issue.

As was indicated above, PDL is *unpaid*. At your discretion, however, you may utilize any accrued and unused PVT or sick leave. Such benefits, if used, will supplement any state disability insurance benefits you receive and will not extend the period of the approved leave.

Sometimes, instead of taking *unpaid* leave as a result of your pregnancy, you may be eligible for a transfer to a less strenuous or hazardous position, again subject to applicable law. For more information on PDL or transfer and its affect on the terms, conditions, or benefits of your employment, please inquire with Human Resources.

## Worker’s Compensation

TMC provides worker’s compensation insurance coverage to employees who suffer on-the-job injuries. The insurance covers things like the cost of medical care and hospitalization, as well as lost wages.

If you suffer an on-the-job injury or illness caused by your job duties, no matter how minor you think the injury/illness might be, you must immediately report the details to Human Resources. Please note that a failure on your part to do so may impact your ability to obtain or claim any applicable benefits.

Finally, please note that TMC will not be liable for the payment of worker’s compensation benefits for any injury that results from your participation in any off-the-job, recreational, social, or athletic activity.

# EXCUSED AND UNEXCUSED ABSENCES

If you fail to appear for 5 or more consecutive scheduled work shifts without providing TMC with notice of your absence, you will be deemed to have resigned from your employment with TMC, and the Company shall mail your final paycheck to your last known address.

# OVERTIME

At times you might be required to work overtime, or as was referenced above, on 1 or more holidays. At such times, you must cooperate if asked to do so.

As a non-exempt employee, you will be paid for all overtime hours actually worked. Prior to working any overtime, however, you must receive explicit approval from Human Resources. Without such explicit approval, you are not authorized to work overtime. In no event, therefore, shall you ever work “off the clock.” All of your hours must be accounted for, and you must be paid for all hours you work.

If you work on any holidays, you will be paid your regular wages unless such work constitutes overtime.

For purposes of determining overtime, only hours actually worked in any workday or workweek shall be counted.

You may be asked to verify the accuracy of all the hours you worked during a given pay period. Such verification may require you to represent, under oath, that you: (i) worked all the hours for which you’re seeking compensation; (ii) did not perform work “off the clock”; (iii) did not work any unreported overtime; and (iv) did not perform any work during non-work hours.

# BREAKS

## Rest & Meal Breaks / Cooling Off

You will receive rest and meal breaks required by applicable law.

If you work more than 3.5 hours in a given day (up to 6 hours), you are obligated to take a paid 10-minute break.

If you work more than 6 hours in a given day (up to 10 hours), you are obligated to take 2 paid 10-minute breaks in the middle of each 4-hour block of time that you work, and 1 unpaid 30-minute meal break before the end of your 5th hour of work.

If you work more than 10 hours in a given day (up to 14 hours), then you are obligated to take 3 paid 10-minute breaks in the middle of each 4-hour block of time that you work. You are also entitled to take a second 30-minute meal break. [*You may, however, choose to waive your 1st meal break as long as you do so in writing.*]

You are free to take your meal break(s) at any location you desire.

If your job duties necessitate your working outside and you become overheated, and if you believe that you must take a reasonable amount of time to get some shade to cool down, you are obligated to take a preventative cool-down rest break to cool down and prevent heat-related illness. Since the need to take such breaks varies from individual to individual, and cannot therefore be scheduled, it is your responsibility to take such breaks when you need them.

You may also be asked to verify, under oath, that you took all your required rest and meal breaks during a given pay period. Consequently, unless you provide Human Resources with written notification to the contrary prior to your next applicable payday, TMC will presume that you have in fact received all the breaks and recovery periods to which you were entitled during that pay period.

## Lactation Breaks

If you are a nursing mother, you may take a reasonable amount of break time to express breast milk for your child(ren). Unless you use your regular paid rest breaks as your lactation breaks, you will *not* be paid during your lactation breaks.

Since you are required to accurately keep track of the hours you work, you must be sure to accurately record the start and end times of your lactation breaks. As long as you notify Human Resources in advance, you may begin work before your regularly scheduled shift, or continue working past the end of your regularly scheduled shift, if you wish to make up any time used for lactation breaks.

Please speak with Human Resources for information about the designated location for you to take your lactation breaks, as well as any other questions you may have regarding the lactation-related accommodations to which you may be entitled.

# PERSONNEL RECORDS

You are responsible for ensuring that you keep TMC informed regarding your personal information. If there is a change in your address, telephone number, marital status, emergency contact information, or the number and names of your dependents, you must notify Human Resources in writing.

You are also responsible for making sure that TMC has accurate tax information for you, and therefore you must make sure that your Form W-4 on file with TMC is always up to date and accurate. If your tax information changes, you must request and complete a new W-4 and provide it to Human Resources.

Personnel material is shared within the Company on a need-to-know basis. For example, TMC provides employee information to its accountants and attorneys, as well as to other individuals in a supervisory position who have a need to know such information. TMC may also provide your information to outside agencies, but only with your written consent, or as required by law.

All personnel records maintained by TMC belong to the Company. If, however, you submit the Company’s Records Request Form at least 30 days in advance (a copy of that form shall be made available to you upon your request), and if you pay the Company its actual costs of reproduction, subject to limitations permitted by applicable law, you will receive all documents relating to your performance, as well as those relating to any grievances concerning you.

While you are free, of course, to review certain records in your personnel file, you must do so on your own time.

TMC may, in its sole discretion, destroy your personnel records 3 years after your employment with the Company terminates.

TMC does not provide letters of recommendation, but will confirm dates of employment.

# CONFIDENTIALITY & NON-DISCLOSURE

## Company’s Information

Based upon your experience and relationship of trust with TMC, and during the course of your employment with TMC, you may be given access to and learn much or all of the Company’s trade secrets, as well as its proprietary and confidential information (collectively, “Confidential Information”). At all times during your employment with TMC, and for 3 years after your employment terminates, you must hold in strict confidence, and not disclose to others, either directly or indirectly, any of the Company’s Confidential Information, which shall include without limitation, any information related to any of the Company’s: (i) clients/customers; (ii) suppliers, vendors, manufacturers, or distributors; (iii) technical data; (iv) know-how; (v) methods and operational procedures; (vi) non-publicized research and negotiations; (vii) profitable markets and marketing strategies, methodologies, and resources; (viii) lines of distribution; (ix) pricing and pricing models; (x) algorithms; (xi) programs and software; (xii) developments, inventions, processes, and formulas; (xiii) proprietary technology; (xiv) designs; (xv) compilations of information and comparisons; (xvi) ideas; (xvii) financial data and credit standing; (xviii) payroll information; (xix) the Company’s management structure; (xx) relationships between the Company’s owners, shareholders, directors, or managers; (xxi) pending/unpublished copyrights, patents, or trademarks; and/or (xxii) physical and digital security procedures. Confidential Information shall also include any other business information generally considered confidential in nature by similarly situated businesses. The proprietary value of the Company’s Confidential Information constitutes a special and unique asset to the Company. Consequently, Confidential Information may not be shared with a fellow employee who does not have a business need to know such Confidential Information and may *never* be shared with anyone who is not an employee of TMC without the express written consent of Human Resources.

With respect to the Company’s customers/clients, the information regarding the Company’s customers/clients that TMC considers confidential includes, without limitation, the clients’ or customers’: (i) names; (ii) phone numbers; (iii) addresses; (iv) email addresses; (v) order history; (vi) order preferences; (vii) chain of command; (viii) pricing information; and (ix) other information identifying facts and circumstances specific to the client/customer and that are relevant to the products or services TMC offers to them.

Likewise, during the course and scope of your employment with TMC, you may be privy to the confidential information of certain of the Company’s customers/clients (“Customer Confidential Information”). In fact, TMC has signed “non-disclosure” agreements with some of its clients/customers regarding such Customer Confidential Information. You are only permitted to access and utilize the Customer Confidential Information solely in the performance of your job duties at TMC. Any other access or use of such Customer Confidential Information is strictly prohibited.

Unless you receive written permission from Human Resources, you are not permitted to keep or maintain any of the Company’s Confidential Information or Customer Confidential Information on any device, or in any storage medium (including email addresses), that does not belong to TMC.

## Your Information

Because the California Consumer Privacy Act (the “CCPA”) so broadly defines the term “consumer” to include employees of certain “covered” employers, a whole new series of regulations related to “protecting” employees’ personal information now exists.

TMC stores certain personal information about you (e.g., address, phone numbers, social security number, selected medical information, compensation, banking information, driver’s license number, etc.) for a variety of reasons, including the following:

• To comply with state and federal laws and regulations relating to certain records that employers are required to maintain.

• To ensure and track your adherence not only to TMC’s policies and procedures, but to applicable federal and state laws.

• To effectively administer and process payroll.

• To administer and maintain various benefits to which you may be entitled (e.g., health insurance, retirement, etc.).

• To track and manage your performance of your job duties.

TMC wants you to know that it has strict policies in place to protect your personal information from accidental or wrongful disclosure. If you have any questions or concerns about how TMC is storing your personal information, please speak with Human Resources.

# INTELLECTUAL PROPERTY / WORK FOR HIRE

All common law and statutory trademarks, service marks, logos, trade dress, and trade names, as well as all copyrightable material, including writings, software, drawings, masters, raw files, photographs, and video footage, designs, and all ideas, patents, inventions, improvements, developments and discoveries made, conceived, or reduced to practice by TMC or you, whether individually or in collaboration with others (collectively, the “Intellectual Property”), during the course of performance of your employment with TMC, whether relating to work performed at the Company’s offices or elsewhere when performing services on behalf of TMC, or when utilizing any of the Company’s resources, shall be deemed (and are) the sole property of the Company. The foregoing statement shall apply to any such Intellectual Property related in any way, at the time of conception or reduction to practice of the invention, to the Company’s business, or the Company’s actual or demonstrably anticipated research or development.

This policy does not apply to any Intellectual Property created by you for which *none* of the Company’s equipment, supplies, facilities, Confidential Information, or trade secrets were used, *and*: (i) was developed entirely on your own time and utilizing your own resources, equipment, or tools; and (ii) does not result from any work performed by you for TMC. This policy is intended to comply with Labor Code section 2870 while offering the Company the maximum protection afforded by the law.

# NON-INTERFERENCE / NON-CIRCUMVENTION

During your employment with TMC, and other than in the performance of your job with the Company, you may not directly or indirectly perform any services, paid or otherwise, for any of the Company’s clients/customers, nor for any of the Company’s competitors.

# RESERVED

#  HEALTH & SAFETY

## General

TMC takes its obligation to create a safe and hospitable work environment for you very seriously. You also have an important role to play in keeping yourself and your fellow employees safe. The most effective ways you can do that are to: (i) follow all the safety procedures communicated to you (and not just those that may be posted near your work space or included in this Handbook, but also those provided to you by your supervisor(s), if any); (ii) use your common sense at all times; and (iii) inform Human Resources if you notice a dangerous condition, or you know that other employees are needlessly putting themselves or others at risk.

If you reasonably believe that you require any safety equipment or training to safely perform your job functions that have not already been made available to you, please inform Human Resources.

Human Resources will notify you if further safety-related precautions need to be taken, including maintaining your hair in a certain manner or wearing/avoiding specific types of clothing (e.g., requiring long pants, prohibiting open-toed shoes, avoiding clothing or jewelry that could interfere with equipment or become tangled in moving parts, etc.).

## Lifting

TMC requires all employees who must lift an item weighing between 25 lbs. and 50 lbs. to wear a back brace. Such braces can be made available to you upon request. If you need to lift an item weighing more than 50 lbs., you must obtain the help of a second employee.

## Vehicles

In the event that you ever need to drive a vehicle to perform any of your job functions, regardless of whether the vehicle in question is owned, leased, or borrowed by you or TMC, you must abide by the Company’s Vehicle Use Agreement, a copy of which you’ll be provided concurrently with this Handbook. You must always make sure that you: (i) are in possession of a valid California driver’s license; (ii) obey all applicable traffic and safety laws; and (iii) properly secure any equipment/tools you might be transporting.

Within 2 days of your citation, arrest, plea, or conviction for reckless driving, driving under the influence, driving while intoxicated, or a wet reckless infraction, you must inform Human Resources. Likewise, you should provide the same 2 days’ notice after receiving a 3rd point on your driving record within any given 18-month period.

## Safety Gear

In the event that your job duties require you to operate mechanical devices, machinery, tools, or equipment with sharp, spinning, hot, cold, or heavy parts, you must wear the recommended safety gear for whatever device you are using, such as goggles, gloves, helmets, ear plugs, face masks, etc. TMC will supply you with all necessary safety gear.

It is *your* responsibility and obligation to wear the safety equipment in the manner in which such equipment was meant to be worn. If you’re unsure how to properly wear any safety equipment, please ask Human Resources before beginning work.

## Training

Likewise, prior to commencing work, TMC will provide you with the necessary training on the safe use of any mechanical devices, machinery, tools, or equipment with sharp, spinning, hot, cold, or heavy parts that you may need to use in the performance of your job duties. You may not begin working until you’ve received such training, and it is imperative that you are comfortable performing your job duties—including the use of such mechanical devices, machinery, tools, or equipment—before you begin working. If you’re not, then you must speak with Human Resources to request additional training.

*At all times during your use of such any mechanical devices, machinery, tools, or equipment, you must use such devices in the manner intended and follow all training protocols.*

## Reporting

Despite TMC’s best efforts, accidents and injuries are always a possibility. Please, therefore, be careful and take whatever reasonable precautions you need to take under the circumstances to keep yourself and other employees safe. If you are ever injured while performing any of your job duties, or if you witness the injury of a fellow employee, you must immediately seek medical treatment for yourself (or urge your fellow employee to do so), and once the emergency has been addressed, you must then notify Human Resources of the details surrounding the injury.

# COMPUTER, ELECTRONIC, and COMMUNICATIONS SYSTEMS

## General

While employed by TMC, you may be given access to 1 or more items making up the Company’s electronic systems. These items could include, without limitation, the Company’s computers, iPads, tablet devices, networks, Wi-Fi, computer components, software, e-mail, online services, copiers, fax machines, telephones (including mobile/smart phones), voice mail, and messenger services (collectively, “Electronic Equipment”). Not only shall such systems/equipment remain the Company’s sole property, but so shall any data or messages sent or received through the Company’s Electronic Equipment.

TMC requires you at all times to conduct yourself ethically when utilizing its Electronic Equipment, especially the Internet, which will be discussed more specifically below. For example, you must always disclose your name and your affiliation with TMC whenever you are communicating online on behalf of the Company, and you should only communicate online on behalf of TMC when you have been authorized to do so in the performance of your job duties. Company policy prohibits you from ever engaging in any conduct designed to mislead anyone else while you are online.

In fact, you may never use any of the Company’s Electronic Equipment to: (i) send, receive, display, print, or otherwise disseminate the Company’s Confidential Information to anyone not authorized to receive such information; (ii) transmit, store, or distribute commercial or personal advertisements, solicitations, promotions, destructive programs (e.g., viruses or self-replicating codes), or political material; (iii) send, receive, display, print, or otherwise distribute material that is fraudulent, harassing, sexually explicit, obscene, intimidating, or defamatory; (iv) violate any applicable federal or state laws, ordinances, or regulations; (v) violate any license governing the use of software; (vi) bypass, disable, or remove any security mechanisms applied by the Company’s network administrators or IT professionals; (vii) pretend to be someone other than who you are (e.g., by using another person’s email or somehow masking your true identity); (viii) give the appearance that you represent TMC if you’re not authorized to do so; (ix) make it appear that TMC endorses an outside organization or individual when it does not; (x) conduct any business not directly related to your job duties; (xi) allow a third party, whether another employee or an outsider, to use your accounts, network ID, or passwords; (xii) knowingly disable or overload any computer system or network, or circumvent any system intended to protect the privacy or security of another individual or entity; or (xiii) use your accounts on behalf of an outside organization not recognized or affiliated with TMC.

Where *and* when appropriate, you may use and access the Company’s Electronic Equipment incidentally for personal purposes provided that: (i) your use does not interfere with another employee’s use of those services; (ii) your use does not interfere with the Company’s or your work duties/obligations, or the work duties/obligations of another employee; and (iii) your use does not result in TMC incurring any noticeable, incremental costs.

**By using the Company’s Electronic Equipment to handle your personal matters, you are not only acknowledging that TMC shall bear no responsibility for any loss or damage you may suffer because of your personal use of such Electronic Equipment, but you are also acknowledging that with respect to such *personal* data or messages sent or received through the Company’s Electronic Equipment, the Company shall have the right to review your specific use of, and to inspect all material created by or stored on, its systems.**

**You should never consider your use of the Company’s Electronic Equipment to be private or confidential. That means that you should never have any expectation of privacy in anything you create, store, send, or receive on the Company’s Electronic Equipment (including the Company’s Wi-Fi), regardless of whether you deem the information to be personal or not. This includes your use of electronic devices that belong to you, such as your mobile phones or tablets.**

In fact, to the maximum extent permitted by law, and without any further notice to you, TMC reserves the right to intercept, review, access, or search any of its Electronic Equipment at any time. TMC further reserves the right, in its sole discretion, and for any reason without further notice to you, to intercept, review, erase, or monitor any data, content, or messages created, received, sent, or processed by, through, or within the Company’s Electronic Equipment (including its Wi-Fi). As part of this reservation of rights, TMC also reserves the right, in its sole discretion, and subject to applicable law, to disclose selected contents of such data or messages without notice or restriction to you.

TMC may, from time to time, employ third parties to assist it with its monitoring and surveillance, including intrusion detection or white-hat penetration.

All policies applied generally at TMC should, when context permits, expressly apply to the digital world. This means that you must be careful to consider other policies referenced in this Handbook in conjunction with your participation in the digital world, such as email. For example, if you were to use your email while at work to send what might otherwise be a legitimate work-related email, but then include an offensive joke, such an email might run afoul of the Company’s anti-harassment policies, which are located elsewhere in this Handbook. Or, if you were to send an email to an outsider that included Confidential Information of the Company, or other trade secrets that the third party had no legitimate reason to see, that email would violate the Company’s confidentiality requirements.

To maximize the protection of TMC’s confidential data, you must register all devices owned by you and used for or on behalf of the Company (e.g., your mobile phone, tablet, or laptop) with Human Resources. Likewise, when it comes to such personal devices used for Company business that contain or enable access to any of the Company’s Confidential Information, you must always:

• Immediately report to Human Resources any loss, theft, or unauthorized access to your personal device(s).

• Provide TMC with access to the device(s) when requested or required for legitimate business purposes, including in the event of a security incident or investigation.

• Upon TMC’s request, install and update approved security software on the device(s).

• Comply with the Company’s device(s) configuration requirements (e.g., using a VPN, logging into a secure server, etc.).

• Password protect the device(s) through the use of “strong” passwords.

• Utilize auto-lock features on the device(s) to require immediate password entry.

• Maintain and update the operating system(s) on the device(s) and keep such device(s) current with updates and security patches.

• Prohibit the use of such device(s) by anyone other than you (or another authorized employee of the Company).

• Refrain from downloading or transferring TMC’s Confidential Information or sensitive business content to your device(s), including via email attachments, email forwarding, etc., and immediately erasing any inadvertently downloaded data.

• Refrain from using the device(s) as a personal mobile hotspot without the Company’s consent.

• Refrain from transmitting any of the Company’s Confidential Information or sensitive business content over any unsecured Wi-Fi networks (including those typically found at coffee shops, airports, and other public places).

## Computers/iPads/Tablets

Because you are required to always use the Company’s computer/iPad resources in a professional, ethical, and lawful manner, and in a manner aimed at protecting TMC, you may never: (i) send, receive, display, print, or otherwise disseminate the Company’s Confidential Information to anyone not authorized to receive such information; (ii) transmit, store, or distribute commercial or personal advertisements, solicitations, promotions, destructive programs (e.g., viruses or malware), or political material; (iii) send, receive, display, print, or otherwise distribute material that is fraudulent, harassing, sexually explicit, obscene, intimidating, or defamatory; (iv) violate any applicable federal or state laws, ordinances, or regulations; (v) violate any license governing the use of software; (vi) bypass, disable, or remove any security mechanisms applied by the Company’s network administrators or IT professionals; (vii) pretend to be someone other than who you are (e.g., by using another person’s email or somehow masking your true identity); (viii) give the appearance that you represent TMC if you’re not authorized to do so; (ix) make it appear that TMC endorses an outside organization or individual when it does not; (x) conduct any business not directly related to your job duties; (xi) allow a third party, whether another employee or an outsider, to use your accounts, network ID, or passwords; or (xii) use your accounts on behalf of an outside organization not recognized or affiliated with TMC.

In addition to discipline by the Company, violations of this policy may result in civil or criminal liability to you.

## Electronic Mail/Communications

Because email has become the primary means of written communication in business, it is important for you to be informed regarding how the concepts of confidentiality, security, and privacy apply to email systems/accounts.

You are obligated to read, understand, and abide by the Electronic Mail Addendum attached to this Handbook as ***Exhibit “B.”***

## Social Media

TMC recognizes that in changing the way people communicate with each other, social media (e.g., blogs, Twitter, Facebook, various online forums, etc.) is changing the way that companies do business.

If utilizing social media is part of your job at TMC, you must do so responsibly and ethically. TMC takes its reputation in the online and social media community very seriously and expects you to do so also. Your posts must always be accurate and must never be misleading.

You will be held responsible for anything you post that can potentially tarnish the Company’s image, violates applicable federal/state laws, rules, and ordinances, or otherwise constitutes unprofessional behavior.

Always remember to maintain the confidentiality of the Company’s Confidential Information. If you have any doubts whatsoever about whether you should or shouldn’t post something, do NOT post it. Instead, go discuss the matter with Human Resources.

Unless your job duties include responding or reacting to negative or disparaging posts regarding TMC, if you come across such negative posts, notify Human Resources at once.

## Internet

While the Internet is a tremendously valuable tool for TMC, it can also cause a lot of damage, both to TMC and others, if not used properly.

TMC does not use or align itself with any organizations or websites that deploy the use of excessive tracking software, adware, malware, or spyware. Such conduct, in fact, may be illegal and will not be tolerated.

Unless directly related to your job duties at TMC, you may not use the Company’s Internet Service Provider (or access the Company’s Wi-Fi, LAN, or other means of connecting to the Internet) to access or download any sexually explicit material or visit any websites where the principal content of the material is sexually oriented.

You are prohibited from using the Company’s Electronic Equipment where you have reason to believe that the information being accessed may be defamatory, illegal, or obscene, nor should you transmit any defamatory, illegal, or obscene material while using any of the Company’s Electronic Equipment.

In addition to the foregoing, you may not use any of the Company’s Electronic Equipment to infringe on another person’s/entity’s intellectual property rights (e.g., copyrights or trademarks). If you’re ever uncertain whether or not you can download or upload something to the Company’s Electronic Equipment, you should first discuss the matter with Human Resources.

In the Company’s sole discretion, and whether or not you have authorization, your use of the Internet, if accessed on the Company’s network(s), may be monitored or audited by those in supervisory authority at TMC. You should have no expectation that any information transmitted over any of the Company’s Electronic Equipment or facilities, or stored on computers or drives owned by TMC, is or will remain private. This applies to business-related communications, as well as personal communications. Any use, personal or otherwise, that you might make of the Company’s Electronic Equipment is based on the express understanding that TMC reserves the right to review your specific use of, and to inspect all material created by or stored on, such systems.

## Video Surveillance

TMC reserves the right to install and use video cameras to monitor certain areas of the Company’s offices, including your work areas. TMC’s use of such video cameras is primarily aimed at aiding the Company in the investigation of security and safety incidents, and not as a means of tracking your work habits or productivity.

The video feeds captured by the cameras are stored on a hard drive that continuously records over prior video footage unless, in the Company’s sole discretion, a particular video is saved for later analysis. All video taken of the Company’s offices shall belong solely to TMC, and at no time shall any portion of any video constitute a part of your personnel file.

In no event will video cameras ever be installed in locations where you have a reasonable expectation of privacy, such as the bathroom.

If you have any questions or concerns about TMC’s video surveillance policies, please speak with Human Resources.

## Reporting

You must report all suspected and known violations of the Company’s Electronic Equipment policies to Human Resources on a timely basis so TMC can protect itself and others from harm. This obligation includes your reporting any suspected malicious conduct. You may make such reports confidentially if you wish to.

# ATTIRE

You are required to be well groomed and professionally dressed while at work. Good grooming includes ensuring that you and your clothing are clean and that your hair is neatly combed or styled.

You are not to wear clothing containing words or pictures with sexual innuendo, political/social messages, or that other employees might reasonably find offensive.

The dress code at TMC is business professional. For men, business professional means a matching suit (slacks and jacket are sold together), usually of a dark/conservative color, button-up shirt, belt, and matching tie. Appropriate footwear includes close-toed oxfords or loafers.

For women, business professional means sheath dresses, skirts, or slacks. Tops should be neat and button-up, or blouses with a blazer. Appropriate footwear includes close-toed and closed-back shoes (e.g., pumps or classic heels, no higher than 4”, loafers, or tidy flats).

If you have specific questions regarding whether you’re allowed to wear items not described above, speak with Human Resources.

# HARASSMENT

## Generally

TMC operates under the general policy that the workplace is for work. TMC seeks to provide a workplace free from tensions involving matters that do not relate to the Company’s business operations. Racial, sexual, gender, or religious discrimination and remarks/slurs, as well as animosity, unwelcome sexual advances, intimidation, threats, or requests for sexual favors do not belong in the workplace and will not be tolerated.

You are prohibited from harassing other employees of TMC. While harassment can take many forms, it generally revolves around another person’s sex, race, color, religion, national origin, age, disability, or sexual orientation. Harassment can be verbal or it can be physical. In either case, however, such harassment is strictly prohibited and will not be tolerated at TMC.

Sexual harassment is of particular importance because of how subtle it can often be. Sexual harassment, which includes unwelcome sexual advances and innuendo, requests for sexual favors, sexually motivated verbal or physical conduct or contact, and visual forms of harassment of a sexual nature, will not be tolerated.

In certain cases, such harassment is illegal, such as when submission to such conduct is either explicitly or implicitly made a term or condition of employment, is used as the basis for employment decisions, if such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance, or if such conduct creates an intimidating, hostile, or offensive work environment.

## Sexual Harassment Training

Every 2 years, non-managerial employees will receive 1 hour of sexual harassment training and abusive conduct prevention, while managerial employees will receive 2 hours of such training. In addition, TMC is also providing you with 2 helpful pamphlets published by the Department of Fair Employment and Housing (“DFEH”). Those DFEH pamphlets, as well as a blank certificate you might receive after completing such training, are attached to this Handbook as ***Exhibit “D.”***

## Recourse

If you believe that you are being harassed by another employee of TMC, you must immediately notify Human Resources, preferably in writing.

If the harassment is coming from Human Resources, then you must immediately notify any other supervisor or manager that you trust at TMC.

Please know that TMC will do its best to keep itself free of any conduct that creates an intimidating, abusive, hostile, or offensive work environment for you. Please also know that TMC will not tolerate retaliation against you if you lodge a complaint of sexual or other harassment, or for providing information in connection with any such complaint by another employee. Finally, please know that TMC appreciates that harassment can represent an extremely personal event to someone who has been harassed, and so far as is reasonable and practicable, TMC will endeavor to keep confidential all such complaints, interviews, or witness statements.

# DISABILITY ACCOMMODATIONS POLICY

TMC complies with the Americans with Disabilities Act, as amended by the ADA Amendments Act, the Fair Employment and Housing Act, and all applicable local fair employment practices laws. Consistent with the Company’s commitment to provide equal employment opportunities to its disabled employees, TMC will provide you with a reasonable accommodation if the reasonable accommodation will permit you to perform the essential functions of your job unless providing such an accommodation would (or does) create an unreasonable hardship on TMC. In no event, however, will TMC ever retaliate against you for a good faith request for an accommodation.

If your doctor prescribes you any medications that will temporarily impair your ability to perform any of your job functions, you must notify Human Resources and provide a note from your doctor indicating that you are unable to perform 1 or more specific aspects of your job. The note should specify which of your duties you cannot safely perform while on the medication, but the note need not identify the drug in question. In such cases, and only if practicable, TMC will temporarily assign you alternative duties.

If you otherwise believe that you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from Human Resources. While you may make the request orally, TMC encourages you to make such a request in writing and to include relevant information, such as: (i) a description of the accommodation that you’re requesting; (ii) the reason that you need the accommodation; and (iii) details explaining how the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, TMC will, to the extent required by applicable law, engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations.

Keep in mind that TMC is not required to make the specific accommodation requested by you, but instead may elect to provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If your disability is not obvious, TMC may request that you provide supporting documents showing that you have a disability within the meaning of federal, state, or local laws, and that your disability necessitates a reasonable accommodation. Also, if the information you provide in your response to such a request is insufficient in the Company’s opinion, TMC may require that you see a health care professional of the Company’s choosing and expense. In such cases, your refusal to provide the requested information or see the selected health care professional may result in the denial of your request for an accommodation.

TMC makes determinations about reasonable accommodations on a case-by-case basis and only after carefully considering various factors and assessing each situation. Once the Company has made its determination, you will be notified regarding that determination. If you have any questions regarding such a determination, or about TMC’s disability policy in general, please speak with Human Resources.

# DRUGS & ALCOHOL

## General

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of illegal drugs (or the abuse of prescription drugs) while on the Company’s time or business is strictly prohibited. Likewise, while there may be times when you are permitted to consume alcohol while on Company time or business, such as in the context of attending an event hosted by TMC, you must do so responsibly and in compliance with the procedures contained in this Handbook.

## Drugs

Possessing, using, consuming, purchasing, distributing, manufacturing, dispensing, or selling any illegal or non-prescribed drugs, or having such substances in your system without medical authorization during your work hours, or while conducting *any* business on behalf of TMC, regardless of whether or not you are on the Company’s premises, is strictly prohibited. *Please keep in mind that for the purposes of the Company’s anti-drug policies, marijuana is still illegal under federal law, and therefore its use or possession is strictly prohibited by this policy.*

In addition, the use of, or being under the influence of, an otherwise legal (e.g., prescribed) drug is prohibited if such use prevents you from safely and reasonably performing your normal job functions or constitutes a danger to other individuals. If you are medically required to take a substance that has a reasonable chance of preventing you from safely or properly performing your normal job functions, you must discuss the matter with Human Resources. If TMC determines that your use of the prescribed drug does not pose any safety risk, or otherwise render you unable to properly perform your normal job duties, you will be permitted to work.

If your use of such a prescription drug is temporary and you would like to request an accommodation, please speak with Human Resources to determine whether any such arrangement can reasonably be made.

You must notify Human Resources in the event of your arrest, plea, or conviction for or under a criminal statute prohibiting the use, possession, or distribution of any drugs within 5 days after the arrest, plea, or conviction if: (i) it arises out of conduct that occurred in the workplace or while conducting business on behalf of TMC; or (ii) your arrest occurred while you were operating a motor vehicle.

## Alcohol

You may consume alcohol at events where TMC is either supplying the alcohol (e.g., TMC is hosting an open bar), or where the Company is hosting an event where alcohol is being supplied by the venue (e.g., a non-hosted bar).

In all such cases, if you choose to consume alcohol, you must: (i) responsibly monitor your alcohol intake; (ii) strictly comply with all applicable traffic and safety laws; and (iii) ensure that your conduct does not harm the Company’s reputation, or its clients/customers or employees. If you are under the age of 21, you are prohibited from consuming alcohol no matter what the circumstances may be.

In the event that your duties at TMC ever require you to operate a vehicle on Company-related business (regardless of whether the vehicle belongs to you or the Company), you are required to notify the Company within 5 calendar days of your arrest, plea, or conviction for or under any statute related to driving under the influence of alcohol or driving while impaired/intoxicated. This policy includes any arrest, plea, or conviction related to a “wet reckless” infraction.

## Drug Testing

Many employers have elected to institute a drug testing program for employees as part of their overall safety plan. Subject to specific protections and obedience to overarching public policies, California law permits private employers to conduct such testing.

To facilitate your participation in the Company’s drug testing program, TMC may ask you to review and sign a *drug testing consent form* prior to undergoing a drug test.

Any offer of employment you receive from TMC shall be deemed conditional, whether you actually commence work with the Company or not, until either of the following occurs: (i) you undergo a pre-employment drug test and the test results are negative; or (ii) TMC provides you with a written waiver of your obligation to submit to such a pre-employment drug test.

If your specific job duties involve the use of potentially dangerous equipment, impacts the safety of the public or your fellow employees, or if the law/regulations require it, then subject to applicable law, TMC reserves the right to require you to undergo random or periodic drug testing.

In the event that you are involved in any accident or injury that occurs either while in the performance of your job duties for the Company or while you are engaged in any business on the Company’s behalf, or if your conduct (e.g., sudden absenteeism, decline in work performance, etc.) or physical appearance (e.g., bloodshot eyes, dilated pupils, compromised balance, etc.) reasonably leads at least 2 supervisory level employee(s), manager(s), officer(s), or director(s) at TMC to suspect that you are under the influence of drugs or alcohol, then at the Company’s request, you must submit to a drug test.

Regardless of the circumstances, you will need to provide the laboratory conducting your drug/alcohol testing with a sample of your urine, blood, saliva, hair, or breath (whichever they request from you). You must also cooperate if the testing facility decides to use any other type of generally accepted procedure, such as a pupil reaction eye test.

In the event of a positive test, however, you shall not only have the right to take a retest at the Company’s expense, but you will also have the right and opportunity to explain whether or not the positive test results arose out of your use of legal prescription medications (*excluding* marijuana, which, for the purpose of the Company’s anti-drug policies, constitutes an *illegal* drug regardless of whether or not you have a prescription).

# DISCIPLINARY ACTION

Conduct that TMC deems harmful to its business or its relationship with its clients or other employees is prohibited. Such prohibited conduct may include, but is certainly not limited to, the following:

• Failing to follow instructions of, or to perform work requested by, a supervisor or manager.

• Too many absences, whether such absences are excused or not, and that are not otherwise protected by law.

• Insubordination or lack of cooperation.

• Violating the Company’s safety rules and practices.

• Creating or contributing to unhealthful or unsanitary conditions on the Company’s premises.

• Abusing, wasting, or stealing the Company’s property or property belonging to someone else.

• Removing the Company’s property or records from its premises without written authorization when your job responsibilities do not typically include such removal.

• Falsifying reports or records, including employment applications, personnel records, timecards/timesheets, or reimbursement requests.

• Violating the law while performing your job duties for the Company, regardless of where such violations occur.

• Fighting or starting a disturbance on the Company’s premises or while performing job duties, including assaulting or intimidating another employee or non-employee.

• Unauthorized possession of firearms, weapons, or illegal/dangerous substances while on the Company’s premises or while performing your job duties for TMC.

• Violating the policies and procedures set forth in this Handbook.

Engaging in any of the conduct described above may result in your immediate termination. But keep in mind that TMC may also terminate your employment even if you have *not* engaged in such conduct, or for any reason (or no reason) at all. This is what it means to be an “at-will” employee.

# AT-WILL EMPLOYMENT ONLY

In fact, being an at-will employee means that subject to applicable law, both you and TMC have the absolute and unfettered right to terminate your employment at any time, with or without cause, and with or without notice.

That means that at all times during your employment with TMC, you will be, and always shall remain, solely an at-will employee. No oral representation by anyone, including any of TMC’s owners, managers, directors, supervisors, shareholders, officers, employees, or representatives, may be treated as an employment agreement, implied or otherwise. In fact, the only instance in which your status as an at-will employee can possibly change is if you enter into a written agreement with TMC, signed by Michael Kushner, that explicitly states that you are employed by TMC for a specified period of time.

**BY ACCEPTING EMPLOYMENT WITH TMC, YOU ARE ACKNOWLEDGING THAT THE COMPANY HAS NOTIFIED YOU THAT: (i) YOU WILL BE AND SHALL REMAIN AN AT-WILL EMPLOYEE ABSENT A WRITTEN AGREEMENT TO THE CONTRARY SIGNED BY MICHAEL KUSHNER; (ii) YOU MAY BE TERMINATED FOR ANY REASON AT ANY TIME; AND (iii) NOBODY AT TMC HAS ENTERED INTO ANY AGREEMENT WITH YOU, ORAL OR WRITTEN, IMPLIED OR EXPLICIT, REGARDING ANY TERM OF EMPLOYMENT.**

# RETURN OF COMPANY PROPERTY

Upon termination of your employment with TMC, whether voluntary or otherwise, or at any other time upon request by TMC, you must promptly deliver to TMC all documents, records, files, computer disks, and other information regarding or containing any of the Company’s Confidential Information, Customer Confidential Information, or Intellectual Property.

You must also immediately return any property TMC issued to you, including but not limited to, the Company’s Electronic Equipment, keys, entry cards, FOBs, mobile phones, parking passes, and credit cards. Should you later discover any property or proprietary or Confidential Information belonging to TMC in your possession after your departure from the Company, you must return such material promptly without retaining copies or excerpts of any kind.

# HONORING RIGHTS OF THIRD PARTIES

Before your 1st day of work at TMC, you are obligated to inform Human Resources if your compliance with any of the rules and procedures contained in this Handbook will constitute a breach on your part of any enforceable agreement between you and a third party (including a former employer of yours) to keep certain information confidential.

In such cases, you are prohibited from disclosing to anyone at TMC, or inducing the Company to use, any confidential or proprietary information or material belonging to any of your previous employers or others. You are also prohibited from being a party to any other agreement that will interfere with your full compliance with the policies and procedures contained in this Handbook.

# OTHER NOTICES

By signing the acknowledgment form at the end of this Handbook, you are acknowledging that in addition to receiving a copy of this Handbook, you also concurrently received: (i) a worker’s compensation brochure; (ii) chiropractor and physician designation forms; (iii) sexual harassment pamphlets; and (iv) information on disability insurance rights and benefits. You are also acknowledging that you have verified for yourself that TMC has prominently displayed at your work premises, the postings required by law (e.g., regarding issues like minimum wage, overtime, bonding rights under the NPLA, discrimination, etc.).

# POLICIES SUBJECT TO CHANGE

TMC continually reviews its personnel policies and employee benefits and reserves the right, in its sole discretion, to modify, supplement, amend, or delete any portion of this Handbook at any time—regardless of whether or not any specific section of this Handbook contains language reserving that right.

**ACKNOWLEDGEMENT OF RECEIPT BY EMPLOYEE:**

I acknowledge that I have received a copy of the Company’s Employee Handbook and that I have been encouraged to read it carefully. I also acknowledge that I’ll be expected to abide by the rules and procedures contained in the Handbook.

I further acknowledge my understanding that this Handbook is NOT a contract, either express or implied, between myself and TMC. I acknowledge that I have been informed that TMC may alter, eliminate, or add to the policies and procedures contained in this Handbook as it sees fit.

I acknowledge that no specific policy of this Handbook, or the totality of policies contained in the Handbook, is intended to modify my status as an at-will employee. Specifically, I am aware that the employment relationship may be terminated regardless of my compliance with the procedures and standards in this Handbook, my achievement of any particular level of job performance, or the absence of just cause for termination. This means that TMC may terminate me for any (or no) reason, at any time, and without notice.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[Employee Signature]

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[Employee Printed Name]