

Ninety Five South, Inc.

MASTER Employee Handbook

October 26, 2023

TABLE OF CONTENTS

CORE POLICIES	7
1.0 WELCOME	7
1.1 A Welcome Policy	7
1.2 At-Will Employment	7
2.0 INTRODUCTORY LANGUAGE AND POLICIES	7
2.1 Ethics Code	7
2.2 Revisions to Handbook	8
3.0 HIRING AND ORIENTATION POLICIES	8
3.1 Accommodations for Pregnant Employees	8
3.2 Conflicts of Interest	9
3.3 Disability Accommodation	9
3.4 Employment Authorization Verification	9
3.5 Employment of Relatives and Friends	10
3.6 Job Descriptions	10
3.7 New Hires and Introductory Periods	10
3.8 Religious Accommodation	10
4.0 WAGE AND HOUR POLICIES	11
4.1 Attendance	11
4.2 Direct Deposit	11
4.3 Employment Classifications	11
4.4 Job Abandonment	11
4.5 Paycheck Deductions	11
4.6 Recording Time	12
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	13
5.1 Criminal Activity/Arrests	13
5.2 Disciplinary Process	13
5.3 Exit Interview	13
5.4 Open Door/Conflict Resolution Process	13
5.5 Outside Employment	13
5.6 Performance Improvement	14
5.7 Post-Employment References	14
5.8 Standards of Conduct	14
5.9 Workforce Reductions (Layoffs)	15
6.0 GENERAL POLICIES	15
6.1 Computer Security and Copying of Software	15
6.2 Mail Use	15
6.3 Nonsolicitation/Nondistribution Policy	15
6.4 Off-Duty Use of Employer Property or Premises	16
6.5 Payroll Advances and Loans	16
6.6 Personal Appearance	16
6.7 Personal Cell Phone/Mobile Device Use	17
6.8 Personal Data Changes	17
6.9 Security	17
6.10 Social Media	18
6.11 Suggestion Policy	19
6.12 Third Party Disclosures	19
6.13 Use of Company Technology	19
6.14 Workplace Privacy and Right to Inspect	20
7.0 BENEFITS	20
7.1 Bereavement Leave	20
7.2 Employee Assistance Program (EAP)	20
7.3 Family and Medical Leave (FMLA)	21
7.4 Health Insurance	24
7.5 Holidays	24
7.6 Military Leave (USERRA)	25
7.7 Sick Pay	25
7.8 Unemployment Compensation Insurance	25
7.9 Vacation	26
7.10 Workers' Compensation Insurance	26
8.0 SAFETY AND LOSS PREVENTION	26
8.1 Business Closure and Emergencies	26
8.2 Drug and Alcohol Policy	27
8.3 General Safety	28
8.4 Workplace Tobacco Usage	28
8.5 Workplace Violence	29

9.0 TRADE SECRETS AND INVENTIONS	29
9.1 Confidentiality and Nondisclosure of Trade Secrets	29
9.2 Inventions	30
10.0 CUSTOMER RELATIONS	30
10.1 Customer, Client, and Visitor Relations	30
ARKANSAS POLICIES	31
HIRING AND ORIENTATION POLICIES	31
EEO Statement and Nonharassment Policy	31
WAGE AND HOUR POLICIES	32
Accommodations for Nursing Mothers	32
Meal and Rest Periods	33
Overtime	33
Pay Period	33
BENEFITS	33
Bone Marrow and Organ Donation Leave	33
Crime Victim Leave	34
Jury Duty Leave	34
Voting Leave	34
CALIFORNIA POLICIES	35
HIRING AND ORIENTATION POLICIES	35
Accommodations for Victims of Crime or Abuse	35
Drug and Alcohol Rehabilitation Accommodation	36
EEO Statement and Nonharassment Policy	37
WAGE AND HOUR POLICIES	40
Accommodations for Nursing Mothers	40
Meal and Rest Periods	41
One Day Rest in Seven	41
Overtime	42
Pay Period	42
Reporting Time Pay	42
GENERAL POLICIES	42
Whistleblower Protections	42
BENEFITS	43
Bereavement Leave	43
Bone Marrow and Organ Donation Leave	44
California Family Rights Act (CFRA) Leave	44
Civil Air Patrol Leave	46
Crime Victim Leave	47
Disability Insurance	47
Jury Duty Leave	48
Leave for Victims of Crime or Abuse	48
Military Spouse Leave	49
Paid Family Leave Insurance	49
Pregnancy Disability Leave	50
School Disciplinary Leave	52
School and Childcare Activities Leave	52
Voting Leave	53
Witness Leave	53
San Francisco Military Leave Pay Protection	53
SAFETY AND LOSS PREVENTION	54
Heat Illness Prevention	54
CONNECTICUT POLICIES	55
HIRING AND ORIENTATION POLICIES	55
EEO Statement and Nonharassment Policy	55
WAGE AND HOUR POLICIES	57
Accommodations for Nursing Mothers	57
Meal and Rest Periods	58
Overtime	58
Pay Period	58
BENEFITS	58
Connecticut Family and Medical Leave (CTFMLA)	58
Connecticut Paid Leave Program	60
Crime Victim and Witness Leave	61
Domestic Violence Leave	61
Employment Protections for Civil Air Patrol Members	62
Family Violence Victim Leave	62
Jury Duty Leave	62

Leave of Absence for Public Officials	63
Voting Leave	63
FLORIDA POLICIES	64
HIRING AND ORIENTATION POLICIES	64
EEO Statement and Nonharassment Policy	64
WAGE AND HOUR POLICIES	65
Accommodations for Nursing Mothers	65
Meal and Rest Periods	66
Overtime	66
Pay Period	66
BENEFITS	66
Civil Air Patrol Leave	66
Domestic/Sexual Violence Leave	67
Jury Duty Leave	68
Voting Leave	68
MARYLAND POLICIES	69
HIRING AND ORIENTATION POLICIES	69
EEO Statement and Nonharassment Policy	69
WAGE AND HOUR POLICIES	70
Accommodations for Nursing Mothers	70
Meal and Rest Periods	71
Overtime	71
Pay Period	71
BENEFITS	71
Civil Air Patrol Leave	72
Bone Marrow and Organ Donation Leave	72
Court Attendance and Witness Leave	73
Crime Victim Leave	73
Family Military Leave	73
Flexible Leave	74
Jury Duty Leave	74
Parental Leave Policy	74
Public Health Emergency Leave for Essential Workers	75
Voting Leave	76
MASSACHUSETTS POLICIES	77
HIRING AND ORIENTATION POLICIES	77
EEO Statement and Nonharassment Policy	77
Pregnant Workers Fairness Act Notice	79
WAGE AND HOUR POLICIES	79
Accommodations for Nursing Mothers	79
Meal and Rest Periods	79
Overtime	80
Pay Period	80
BENEFITS	80
Paid Family and Medical Leave	80
Crime Victim and Witness Leave	83
Domestic Violence Leave	83
Emergency Services Leave	83
Jury Duty Leave	84
Parental Leave	84
Small Necessities Leave	84
Voting Leave	85
NEW HAMPSHIRE POLICIES	86
HIRING AND ORIENTATION POLICIES	86
EEO Statement and Nonharassment Policy	86
WAGE AND HOUR POLICIES	87
Accommodations for Nursing Mothers	87
Meal and Rest Periods	88
Overtime	88
Pay Period	88
Reporting Time Pay	88
BENEFITS	89
Crime Victim Leave	89
Jury Duty Leave	89
Pregnancy Disability Leave	89
Veterans Day Leave	89
Voting Leave	90

NEW JERSEY POLICIES	91
HIRING AND ORIENTATION POLICIES	91
EEO Statement and Nonharassment Policy	91
WAGE AND HOUR POLICIES	92
Accommodations for Nursing Mothers	93
Meal and Rest Periods	93
Overtime	93
Pay Period	93
Reporting Time Pay	93
BENEFITS	94
Bone Marrow and Organ Donation Leave	94
Family Leave	94
Family Leave Insurance	96
Jury Duty Leave	98
New Jersey SAFE Act Leave	98
Temporary Disability Insurance	99
Time Off During Coronavirus (COVID-19) Outbreak	99
Voting Leave	99
TRADE SECRETS AND INVENTIONS	100
Confidentiality and Nondisclosure of Trade Secrets	100
NEW YORK POLICIES	101
HIRING AND ORIENTATION POLICIES	101
EEO Statement and Nonharassment Policy	101
Sexual Harassment Prevention	103
WAGE AND HOUR POLICIES	111
Accommodations for Nursing Mothers	111
Meal Periods	112
Overtime	113
Pay Period	113
Reporting Time Pay	113
BENEFITS	113
Accommodations for Victims of Domestic Violence	113
Blood and Bone Marrow Donation Leave	114
COVID-19 Sick Leave	114
COVID-19 Vaccination Leave	115
Crime Victim and Witness Leave	116
Disability Benefits	116
Jury Duty Leave	117
Military Spouse Leave	117
Paid Family Leave	117
Voting Leave	119
SAFETY AND LOSS PREVENTION	119
Airborne Infectious Disease Exposure Prevention Plan	119
NORTH CAROLINA POLICIES	127
HIRING AND ORIENTATION POLICIES	127
EEO Statement and Nonharassment Policy	127
WAGE AND HOUR POLICIES	128
Accommodations for Nursing Mothers	128
Meal and Rest Periods	129
Overtime	129
Pay Period	129
BENEFITS	129
Domestic Violence Leave	129
Election Precinct Official Leave	130
Jury Duty Leave	130
School Visitation Leave	130
Voting Leave	130
TENNESSEE POLICIES	131
HIRING AND ORIENTATION POLICIES	131
EEO Statement and Nonharassment Policy	131
Workplace Bullying	132
WAGE AND HOUR POLICIES	134
Accommodations for Nursing Mothers	135
Meal and Rest Periods	135
Overtime	135
Pay Period	135
BENEFITS	135

Jury Duty Leave	135
Veterans Day Leave	136
Volunteer Firefighter Leave	136
Volunteer Rescue Squad Member Leave	136
Voting Leave	137
TEXAS POLICIES	138
HIRING AND ORIENTATION POLICIES	138
EEO Statement and Nonharassment Policy	138
WAGE AND HOUR POLICIES	139
Accommodations for Nursing Mothers	139
Meal and Rest Periods	140
Overtime	140
Pay Period	140
BENEFITS	140
Jury Duty Leave	140
Political Convention Leave	141
Voting Leave	141
Witness Leave	141
VIRGINIA POLICIES	142
HIRING AND ORIENTATION POLICIES	142
EEO Statement and Nonharassment Policy	142
WAGE AND HOUR POLICIES	143
Accommodations for Nursing Mothers	144
Meal and Rest Periods	144
Overtime	144
Pay Period	144
BENEFITS	145
Bone Marrow and Organ Donation Leave	145
Civil Air Patrol Leave	145
Court Attendance and Witness Leave	146
Crime Victim Leave	146
Election Worker Leave	147
Jury Duty Leave	147
Voting Leave	147
CLOSING STATEMENT	148
ACKNOWLEDGMENT OF RECEIPT AND REVIEW	149

Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Ninety Five South, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact supervisor.

We wish you success in your employment here at Ninety Five South, Inc.!

1.2 At-Will Employment

Your employment with Ninety Five South, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owner has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owner.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

2.0 Introductory Language and Policies

2.1 Ethics Code

Ninety Five South, Inc. will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Ninety Five South, Inc..

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Ninety Five South, Inc. policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Accommodations for Pregnant Employees

Ninety Five South, Inc. will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Company is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on

the Company.

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

The Company will comply with state or local laws that provide additional protections beyond the PWFA.

The Company will not retaliate against employees who request or receive an accommodation under this policy.

3.2 Conflicts of Interest

Ninety Five South, Inc. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.3 Disability Accommodation

Ninety Five South, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will 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. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.

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

The Company will not discriminate or retaliate against employees for requesting an accommodation.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present

acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Ninety Five South, Inc.. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.5 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Ninety Five South, Inc.. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

3.6 Job Descriptions

Ninety Five South, Inc. attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor.

3.7 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Ninety Five South, Inc. and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.8 Religious Accommodation

Ninety Five South, Inc. recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your supervisor or Human Resources. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make

the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Non-working hours and paid time off including sick, vacation, bereavement etc should be reported through our company website.

Ninety Five South, Inc. reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Direct Deposit

Ninety Five South, Inc. encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask payroll for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.3 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work less than 30 hours per workweek. Part-time employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact Human Resources. These classifications do not alter your employment at-will status.

4.4 Job Abandonment

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Ninety Five South, Inc..

4.5 Paycheck Deductions

Ninety Five South, Inc. is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.6 Recording Time

EMPLOYEES ARE RESPONSIBLE FOR THE ACCURATE RECORDING OF THEIR TIME IN MITC, WHICH IS OUR TIME RECORDING SYSTEM.

Ninety Five South, Inc. is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company our timekeeping system. Exempt employees may also be required to track days or time worked. Speak with your supervisor for specific instructions.

Upon hire, all employees are assigned a four (4) digit employee number. No employee should start work without this number. Once employee is assigned a number, they should log into the timekeeping software to enter their time worked. When punching in and out, all employees are responsible for accurate transmission of information. A three (3) digit job code will be assigned to your location. If you have failed to punch in and/or out one or more days, please contact your supervisor. Our timekeeping software allows clocking in either via smart phone or telephone call in. Your supervisor should supply you with this needed information.

Employees are responsible for the accurate transmission of their hours worked. Please speak with your supervisor and/or corporate if you have any issues with our timekeeping system.

Management and employees will coordinate any shift coverage needed when employees take time off. Employees are prohibited from having a coworker cover their shift without prior management approval.

All employees should work only the amount of time indicated. NO overtime will be approved either over more than 8hrs/day and or 40 + / hours a week.

If employees have issues with clocking in or out they should contact their supervisor. If your supervisor cannot solve issue, then a call to corporate office would be made.

Non-working hours and paid time off including sick, vacation, bereavement, etc should be reported through our company website.

Notify your supervisor or payroll of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report any employee, supervisor, or manager who falsifies your

time entries or encourages or requires you to falsify your time entries or work off the clock.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Ninety Five South, Inc. will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Disciplinary Process

Violation of Ninety Five South, Inc.'s policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.3 Exit Interview

You may be asked to participate in an exit interview when you leave Ninety Five South, Inc.. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.4 Open Door/Conflict Resolution Process

Ninety Five South, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Ninety Five South, Inc. is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Performance Improvement

Ninety Five South, Inc. will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.7 Post-Employment References

Ninety Five South, Inc. policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

5.8 Standards of Conduct

Ninety Five South, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.

- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.9 Workforce Reductions (Layoffs)

If necessary based upon business needs, Ninety Five South, Inc. management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by Ninety Five South, Inc. are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.2 Mail Use

You are required to limit usage of the Ninety Five South, Inc. mail service to business purposes only. You may not use the Company address to receive personal mail. Do not use the Company postage meter for your personal mail. Report any suspicious packages or envelopes to Human Resources or management immediately.

6.3 Nonsolicitation/Nondistribution Policy

Ninety Five South, Inc. prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.4 Off-Duty Use of Employer Property or Premises

You may not use Ninety Five South, Inc. property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your supervisor.

6.5 Payroll Advances and Loans

Ninety Five South, Inc. does not make payroll advances or loans.

6.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Ninety Five South, Inc.. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious

beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.7 Personal Cell Phone/Mobile Device Use

While Ninety Five South, Inc. permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

You may have the opportunity to use your cell phone for work purposes. Before using a cell phone for work-related purposes, you must obtain written authorization from your supervisor. The use of cell phones is limited to certain employees and may be limited based on compatibility of technology. If you are authorized to use a cell phone, you will receive a pre-approved reimbursement on a monthly basis. Please submit for reimbursement using our company website. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference. Reimbursement for use of cell phones is for active employees only and is not extended to non-employees of the Company.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.8 Personal Data Changes

It is your obligation to provide Ninety Five South, Inc. with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.9 Security

All employees are responsible for helping to make Ninety Five South, Inc. a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees,

customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.10 Social Media

Ninety Five South, Inc. acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;
- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Company.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Company as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Company's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Ninety Five South, Inc. on your personal account and are posting about the Company, make it clear that your views are your own and that you are not speaking on behalf of the Company.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your supervisor or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to- Human Resources.

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

6.11 Suggestion Policy

At Ninety Five South, Inc., we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

6.12 Third Party Disclosures

From time to time, Ninety Five South, Inc. may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to management.

6.13 Use of Company Technology

This policy is intended to provide Ninety Five South, Inc. employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or

printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.14 Workplace Privacy and Right to Inspect

Ninety Five South, Inc. property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 Bereavement Leave

Ninety Five South, Inc. recognizes the importance of taking leave when there is a death in the family. You are entitled to take up to 1 day off with pay for the funeral of an immediate relative. Pay is based on the hours you would normally be scheduled to work. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. The Company may request documentation to support absences for bereavement leave.

All bereavement requests must be submitted through our company website at www.95southinc.com.

7.2 Employee Assistance Program (EAP)

Ninety Five South, Inc. provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your supervisor due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, ENI at 800-960-5371.

7.3 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Ninety Five South, Inc. provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

- Have worked for the Company for at least 12 months, although that time need not be consecutive;
- Have worked at least 1,250 hours in the last 12 months; and
- Be employed at a worksite that has 50 or more employees within 75 miles.

Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period, for any of the following reasons:

- The birth of a child and to care for that child (leave must be completed within one year of the child's birth);
- The adoption or foster care placement of a child with you and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, parent, or next of kin who is a covered service member and who has a serious injury or illness related to active-duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member

designates in writing another blood relative as their caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

Notice

If the need for leave is foreseeable because of an expected birth, adoption, or a planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practical (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must first consult with the Company regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain medical certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second healthcare provider designated by us. If the second healthcare provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practical, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's healthcare provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you may be required to use available paid leave (e.g., vacation/paid time off/sick days/personal days) during FMLA leave as permitted by law.

FMLA leave runs concurrently with other leaves, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by applicable law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100% of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due

to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a healthcare provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced schedule basis.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Health Insurance

Maintaining Coverage During Leave

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

Payment of Premiums

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If both you and your spouse work at the Company, you are collectively eligible for 12 weeks of leave for the birth or placement of a child or to care for a parent with a serious health condition. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on a leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local laws intersect with the FMLA, the Company will comply with the law that is the most favorable to you.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. You may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.4 Health Insurance

Please speak with Human Resources for details on this.

7.5 Holidays

Ninety Five South, Inc. normally offers the following paid holidays each year:

- New Year's Day
- Martin Luther King Jr's Birthday
- President's Day / Washington's Birthday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

This list is subject to change at the discretion of management. You will be notified in advance of the holidays that will be observed.

Full time and part time employees are eligible for paid holidays immediately upon hire.

If a holiday falls on your regular day off, ask your supervisor how it affects you.

Employees are required to work their scheduled shift the day before and after a holiday in order to be paid for it; unless absent with prior authorization from management. Employees must submit an approved paid time off request for vacation and sick time. All requests must be submitted through our company website at www.95southinc.com.

You will be compensated for holidays in accordance with federal and state law.

7.6 Military Leave (USERRA)

Ninety Five South, Inc. complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

7.7 Sick Pay

Ninety Five South, Inc. provides all employees paid sick leave for the following:

- Their own physical or mental illness, injury, or medical condition;
- To obtain diagnosis, care, or preventive care from a health care provider;
- To care for their child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association is the equivalent of a family relationship, who has any of the aforementioned conditions or needs for diagnosis, care, or preventive or is otherwise in need of care; or
- Their own illness, injury, or condition or to obtain care from a healthcare provider where the condition or care is the result of domestic violence, sexual assault, or stalking; to obtain additional counseling, seek relocation, seek assistance from a victim services organization, or take related legal action (including preparation for or participation in any related civil or criminal legal proceeding) as a consequence of domestic violence, sexual assault, or stalking; or to provide assistance to a person in a covered relationship who undertakes any of these actions as a result of domestic violence, sexual assault, or stalking.

You will receive 6 days of paid sick leave at the commencement of each accrual year beginning on January 1 and annually thereafter. Regardless of the number of unused, accrued paid sick leave hours at the end of the accrual year, you will begin each accrual year with 6 days of leave and are not entitled to more than 6 days at any given time. Sick time is provided in proportion to the hours you would normally be scheduled to work.

All sick time requests must be submitted through our company website at www.95southinc.com. When foreseeable, seven days' advance notice must be provided to use sick leave. However, there may be occasions, such as sudden illness, when advance notice is not possible. In those situations, inform your supervisor of the circumstances as soon as practicable. You may also be asked to provide a certification or documentation to your supervisor if absent for three or more consecutive full days.

You may use paid sick leave in no less than half hour increments. Incremental use of leave may not exceed working hours and must be used during hours when you would be working under a covered contract.

If your employment ends, no unused paid sick leave will be paid. Unused sick days may not be converted to a cash payment. You may be required to use available paid sick leave during family and medical leave (FMLA leave), and periods of paid sick leave as required under applicable state or local law.

7.8 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Ninety Five South, Inc. and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be

determined by the reasons for your separation from the Company.

7.9 Vacation

Vacation is paid to regular full-time Ninety Five South, Inc. employees as follows:

- After 1 year of service with a contractor or successor: 2 weeks
- After 5 years of service with a contractor or successor: 3 weeks
- After 15 years of service with a contractor or successor: 4 weeks

Length of service includes the whole span of continuous service with a contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.

You must give at least 1 month advance notice to your supervisor of your vacation plans. All vacation requests must be submitted through our company website at www.95southinc.com. You will not be eligible to receive pay instead of vacation time, except with Company permission or upon termination. Any conflict in vacation requests will be decided based on seniority and Company needs. You will not accrue vacation during periods when you are not working and taking time off from the Company.

If a holiday occurs during your vacation you will be paid holiday pay for that day instead of vacation. If you are sick during your vacation you may not count that day towards sick pay.

In the event that an employee has a vacation balance accrued in excess of 3 weeks, the company reserves the right to pay the employee out for any time in excess of 3 weeks. The pay will be based on the employee's regular rate of pay at the time of the payout. The remaining vacation balance will stay available in the employee's vacation bank.

Vacation time can be used in minimum half day increments.

Employees will be paid for accrued but unused vacation time upon separation of employment.

7.10 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Ninety Five South, Inc., no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must also fill out an online incident report via our company website at www.95southinc.com. It is secure and goes to the corporate office. Where allowed by law, minor injuries may be handled internally without the involvement of our worker's compensation carrier.

You will be required to submit a medical release before you can return to work.

Upon hire, California Employees are required to acknowledge the Medical Provider Network (MPN) available to them in the event of a worker's compensation claim.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Ninety Five South, Inc. recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the Company may close include, but are not limited to power outage, blizzard conditions, etc.

Notification

In an emergency, the Company will make every effort to notify you of the closing by phone/email. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Company is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close mid-day. When the Company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the Company during the closure on the same basis as if you were still working.

Extending Leave

When the Company closure ends, you are expected to report to work. Contact your supervisor if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your supervisor, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 Drug and Alcohol Policy

Ninety Five South, Inc. is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may

pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

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

8.3 General Safety

It is the responsibility of all Ninety Five South, Inc. employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Tobacco Usage

Ninety Five South, Inc. is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Company offices.
- Company vehicles.
- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.
- Other areas defined by the employer.

The Company also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

The Company will not discriminate against employees based on their off-premises, off-duty tobacco usage.

8.5 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Ninety Five South, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Ninety Five South, Inc. employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.)

related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your supervisor or Human Resources.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

9.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Ninety Five South, Inc., is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the Owner.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Ninety Five South, Inc. strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

Arkansas Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a

sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, the Company will provide you a private, secure, and sanitary room or other location in close proximity to the work area, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is on Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Bone Marrow and Organ Donation Leave

Ninety Five South, Inc. will provide eligible employees with up to 90 days of unpaid leave to serve as a bone marrow or organ donor.

All employees in Arkansas are eligible for bone marrow or organ donation leave; however, if you are eligible for leave under the federal Family and Medical Leave Act, you may not take leave under this policy. To request leave under the policy, provide reasonable written notice of the need for leave to your supervisor.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim Leave

Ninety Five South, Inc. will provide employees who are the victim, or the representative of a victim, of a violent crime or sex offense with time off to:

- Participate, at the prosecuting attorney's request, in the preparation of a criminal justice proceeding relating to the crime; or
- Attend a criminal justice proceeding if attendance is reasonably necessary to protect the interests of the victim.

You will be eligible for time off if you are:

- The victim of the violent crime (felony resulting in physical injury to the victim or involving the use of a deadly weapon, terroristic threatening, and stalking) or sex offense at issue in the proceedings;
- A minor who is a victim of kidnapping, false imprisonment, permanent detention, or restraint;
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling; or
- An individual designated by the victim or by a court in which the crime is being, or could be prosecuted.

Time off under this policy will be unpaid; however if you are classified as exempt you may be paid as required by applicable federal or state law. If you are accountable for the crime or a crime arising from the same conduct, you will not be eligible for leave under this policy.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

California Policies

Hiring and Orientation Policies

Accommodations for Victims of Crime or Abuse

Ninety Five South, Inc. will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Company.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

Unpaid Leave

If you are a victim, the Company will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

Confidentiality

The Company will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Company will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

Drug and Alcohol Rehabilitation Accommodation

Ninety Five South, Inc. will reasonably accommodate employees who wish to voluntarily participate in an alcohol or drug rehabilitation program, provided that the accommodation will not impose an undue hardship on the Company.

A reasonable accommodation may include unpaid time off. If you have a serious health condition and are otherwise eligible, time off for alcohol and/or drug rehabilitation may also be covered by the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). If so, the Company will request approval and medical certification as it would for FMLA and CFRA leave requests, and the leaves will run concurrently. You may use accrued sick days, if any, for all or part of the time spent in entering or participating in a rehabilitation program.

The Company may discharge or refuse to hire an individual because of their current use of alcohol and/or drugs, because they are unable to perform their duties, or because they cannot perform their duties in a manner that would not endanger their own or another's health and safety.

Requests to participate in a rehabilitation program will be kept confidential. Direct all requests to participate in a rehabilitation program to your supervisor or Human Resources.

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or

military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails, or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
 - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
 - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
 - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
 - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
 - Leering, obscene or vulgar gestures, or sexual gestures.
 - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
 - Impeding or blocking movement, unwelcome touching, or assaulting others.
 - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
 - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation

Retaliation means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a

violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: contact.center@dfeh.ca.gov

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

<https://www.eeoc.gov/field-office/sanfrancisco/location>

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

Requesting Accommodation

If you have the need for accommodation, contact your supervisor. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

Break Times

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

Milk Storage

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk. You may also elect to bring a personal cooler for storage.

Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your supervisor to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30 minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your supervisor to waive the second meal period.

See your supervisor for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

One Day Rest in Seven

In accordance with California law, nonexempt employees are generally permitted, on average, one day of rest for every

seven days of work depending upon scheduling and business needs as well as availability and interest in additional hours of work.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is on Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Reporting Time Pay

Ninety Five South, Inc. provides reporting time pay to nonexempt employees in all circumstances required by applicable law, including when you report to work for your scheduled shift but are asked to work, or are given, less than half of the hours you were scheduled to work. Reporting time pay may also be available for employees who are asked to call in or verify whether they will be required to work through online resources. Reporting time pay will be paid at your regular rate of pay. Reporting time pay for hours not actually worked is not counted for purposes of determining overtime.

Reporting time pay is not provided under certain circumstances, including, but not limited to:

1. When Company operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
2. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system.
3. When the interruption of work is caused by an "act of God" or other cause outside of the employer's control, such as an earthquake.

Speak with your supervisor for more information regarding reporting time pay.

General Policies

Whistleblower Protections

When employees notify a supervisor, manager, or an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, Ninety Five South, Inc. has a strict policy that prohibits retaliation against employees who make such reports while employed in any form of employment. The Company also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by the Company, we encourage you to report it immediately to your supervisor or to Human Resources. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Benefits

Bereavement Leave

Ninety Five South, Inc. will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Bone Marrow and Organ Donation Leave

Ninety Five South, Inc. will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Before taking paid leave under this policy, you must first use two weeks of accrued sick or vacation time when donating an organ, or five days accrued sick or vacation time when donating bone marrow.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

California Family Rights Act (CFRA) Leave

Ninety Five South, Inc. provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- You must have worked for the Company for at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).

Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).

- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave.

Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is the 12-month period measured forward from the day CFRA leave began.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. You also may elect to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Company.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's health care provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Civil Air Patrol Leave

Ninety Five South, Inc. will provide eligible employees with at least 10 days of unpaid Civil Air Patrol leave per calendar year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Eligibility

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a volunteer member of the California Wing of the Civil Air Patrol.

Use of Leave

Civil Air Patrol leave for a single emergency operation may not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Company.

You will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

Notice

If eligible, you must provide as much notice as possible of the intended dates leave will begin and end.

The Company is not required to grant Civil Air Patrol leave to you if you are required to respond to either the same or other simultaneous emergency operational mission as a first responder or disaster service worker for a local, state, or federal agency.

Certification

The Company may require certification from the proper Civil Air Patrol authority verifying your eligibility for the leave requested or taken. The Company may deny the leave if you fail to provide the required certification.

Restoration

Upon return from leave, you will be restored to your previous position or a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

Retaliation

The Company will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Crime Victim Leave

Ninety Five South, Inc. provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

Ninety Five South, Inc. will be notified that you have submitted a disability insurance claim.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Leave for Victims of Crime or Abuse

Ninety Five South, Inc. provides employees who are victims of crime or abuse with unpaid leave to:

- Seek medical attention for injuries caused by the crime or abuse.
- Obtain services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- Obtain psychological counseling or mental health services related to the experience of crime or abuse.
- Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Victim includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- You, or your spouse's or domestic partner's, biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you/they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You must provide reasonable advance notice of your intention to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider, or counselor stating that you were undergoing treatment for physical or mental injuries or abuse resulting from the crime or abuse; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective-bargaining agreement that states otherwise.

Leave under this policy will run concurrently with other types of leave where permitted under applicable law.

The Company will maintain the confidentiality of anyone requesting time off under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

The Company will not retaliate against a victim of crime or abuse for requesting or taking leave in accordance with this policy.

Military Spouse Leave

Ninety Five South, Inc. provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your supervisor of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Ninety Five South, Inc. will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your supervisor about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular

case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, obtain a leave request form from your supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and you will be absent more than three days, contact Human Resources by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available **paid time off** during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to

discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

False Reason for Leave

You will be terminated if you provide a false reason for a leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

School Disciplinary Leave

Ninety Five South, Inc. will provide eligible employees with unpaid leave, where permitted by law, to appear at their child's school if the child has been suspended and, for reasons specified in the California Education Code, they have been requested to attend a portion of a school day in the classroom of their child or ward.

Eligibility

All employees who are the parent or guardian of a student are eligible for school disciplinary leave.

Notice

You must provide documentation from the school of your need to take school disciplinary leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

School and Childcare Activities Leave

Ninety Five South, Inc. will provide employees who have one or more children that are of the age to attend a licensed child care provider, kindergarten, or grades 1 through 12, with up to 40 hours of leave per year to participate in the following:

- Finding, enrolling, or re-enrolling the child in a school or with a licensed child care provider;
- Participating in school or childcare-related activities; or
- Addressing a child care provider or school emergency.

Leave is limited to eight hours in any calendar month.

To be eligible for leave, you must be a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If you wish to take leave to enroll a child in school or with a child care provider or to participate in a school or child-care related activity, you must provide reasonable advance notice to your supervisor. If you need to take leave to address a child

care provider or school emergency, you must provide notice to your supervisor as soon as practicable. You may be required to provide documentation from the school or child care provider verifying that you participated in the school or childcare activity.

If both parents of a child work for the Company, only one parent — the first to provide notice — may take the time off, unless the Company approves both parents taking time off simultaneously.

You may elect to use accrued vacation time for this leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Witness Leave

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give Ninety Five South, Inc. reasonable advance notice.

San Francisco Military Leave Pay Protection

Ninety Five South, Inc. provides supplemental compensation to eligible employees in accordance with the San Francisco Private Sector Military Leave Pay Protection Act (MLPPA).

Eligibility

All employees who are members of the reserve corps of the United States Armed Forces, National Guard, or other uniformed service organization of the United States, who work within the geographic boundaries of the City and County of San Francisco, are eligible for supplemental compensation.

Supplemental Compensation

If eligible, the Company will provide you supplemental compensation while you are on military duty for up to 30 days in a calendar year.

Supplemental compensation is the difference between your gross military pay and the amount of pay you would have received from the Company had you worked your regular work schedule, excluding overtime, unless it is regularly scheduled as part of your regular work schedule. Leave for military duty with supplemental compensation may be taken in daily increments for one or more days at a time.

Military duty means active military service in response to the September 11, 2001, terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances; military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic or natural disasters; or engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity.

In order to provide the correct amount of supplemental compensation, the Company may request that you provide certain documentation to confirm the pay you will receive/have received on military leave.

Notice

If your need for supplemental compensation is foreseeable (such as scheduled trainings), you must make a good faith effort

to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Failure to Return

If you received supplemental compensation and are fit for employment upon release from military duty, but do not return to work within 60 days of release from military duty, the supplemental compensation will be treated as a loan, repayable in installments under the terms of the MLPPA.

Retaliation

The Company will not retaliate against employees who request or receive supplemental compensation in accordance with this policy.

Safety and Loss Prevention

Heat Illness Prevention

Ninety Five South, Inc. is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your supervisor if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

Connecticut Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as wigs, headwraps, braids, cornrows, locs, twists, Bantu knots, afros, and afro puffs), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability (physical, mental, intellectual, or learning), genetic information (including testing and characteristics), erased criminal history record information, marital or civil union status, domestic violence victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as wigs, headwraps, braids, cornrows, locs, twists, Bantu knots, afros, and afro puffs), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability (physical, mental, intellectual, or learning), genetic information (including testing and characteristics), erased criminal history record information, marital or civil union status, domestic violence victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can happen to anyone, regardless of the gender of either the harasser or the person harassed. Employees, interns, temporary workers, and visitors to places of public accommodations are all protected by sexual harassment laws. Anyone in a workplace could be a sexual harasser, from supervisors and co-workers to vendors and

visitors.

Sexual harassment does not have to occur in the workplace for it to be illegal. For example, it can be at an off-site office holiday party or at a happy hour. It also does not have to take place face-to-face but can occur on social media or through text messages.

Examples of **quid pro quo** sexual harassment, which occurs when someone in a position of power offers a benefit in exchange for sexual attention or threatens your job if you refuse sexual attentions, include:

- You are offered a job or promotion in return for sexual favors.
- Your supervisor threatens to cut your hours if you won't date them.
- You are offered a better schedule or a raise if you send your boss nude pictures.
- Your boss threatens you with a poor performance review if you don't go out to dinner with them.

Examples of a **hostile work environment**, which is when a coworker, supervisor, or third party makes repeated inappropriate and unwanted sexual advances, comments, or requests, include:

- People at work talk about sex all day.
- There are posters of scantily dressed models in the workplace.
- People comment about other employees' bodies.
- Someone at work touches you without your consent.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as wigs, headwraps, braids, cornrows, locs, twists, Bantu knots, afros, and afro puffs), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability (physical, mental, intellectual, or learning), genetic information (including testing and characteristics), erased criminal history record information, marital or civil union status, domestic violence victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to discrimination or harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Connecticut Commission on Human Rights and Opportunities (CCHRO) within 300 days of the alleged act of discrimination or harassment.

Individuals who engage in discrimination or harassment may also be subject to civil and criminal penalties. Remedies for discrimination and/or harassment may include:

- Cease and desist orders.
- Back pay.
- Compensatory damages.
- Hiring, promotion, or reinstatement.

EEOC Boston Office

Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203

Phone: 800-669-4000

Fax: 617-565-3196

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

CCHRO

Address: 450 Columbus Blvd., Suite 2, Hartford CT 06103

Phone: 860-541-3400

TTY: 860-541-3459

Toll Free: 800-477-5737

Email: See website for regional office email addresses

Website: <https://www.ct.gov/chro/>

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, the Company will provide you with a private room or other location to express milk (other than a restroom) in close proximity to your work area. The room or other location will:

- Be shielded from view and free from intrusion from coworkers and the public.
- Include or be situated near a refrigerator or employee-provided cooler in which you can store your expressed milk.
- Include access to an electrical outlet.

If you use a Company refrigerator, sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Connecticut Family and Medical Leave (CTFMLA)

Ninety Five South, Inc. provides eligible employees up to 12 weeks of unpaid job-protected leave in any 12-month period for certain specified reasons.

Eligibility

To be eligible for CTFMLA leave, you must have been employed by the Company for the three months immediately preceding your request for leave.

Qualifying Reasons for Leave

CTFMLA leave may be taken for any of the following reasons:

- Your own serious health condition.
- The birth of your child.
- The placement of a child for adoption or foster care.
- To care for a family member with a serious health condition.
- To serve as an organ or bone marrow donor.
- Because of any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in the armed forces.

Family member means your spouse, child, parent, sibling, grandparent, grandchild, or any individual related to you by blood or affinity whose close association with you is equivalent to a family relationship.

Duration of Leave

You may take up to 12 weeks of job-protected leave within a 12-month period. For purposes of this policy, the Company uses a 12-month period based on any 12-month period measured forward from the first day of leave.

If you and your spouse are both employed by the Company, your combined CTFMLA leave may not exceed 12 weeks during a 12-month period if leave is taken for:

- The birth or adoption of your child;
- The placement of a foster child; or
- The care of a family member with a serious health condition.

Military Family Leave

The Company also provides employees up to 26 weeks of CTFMLA leave within a 12-month period if they have a spouse, child, parent, or next of kin who is a member of the armed forces and is undergoing medical treatment, recuperation, or therapy, or is on the temporary disability retired list for a serious injury or illness that occurred in the line of duty.

If you and your spouse are both employed by the Company, your combined CTFMLA leave may not exceed 26 weeks during a 12-month period if leave is taken to care for a member of the armed forces.

Military family leave is calculated from the first day you take leave.

Intermittent Leave

If determined to be medically necessary, you may take CTFMLA leave for your own serious health condition, or the serious health condition of your parent, child, or spouse, on an intermittent or reduced schedule basis.

If you require the use of CTFMLA leave on an intermittent or reduced schedule basis, you may be required to temporarily transfer to another position that you are qualified to perform, if that position is deemed by the Company to be more conducive to business operations.

Substitution of Accrued Paid Leave

CTFMLA leave is unpaid. However, you may be required or you may choose to substitute any accrued paid vacation, personal, or sick time you have in excess of two weeks toward your CTFMLA leave.

You may be eligible for partial wage replacement benefits for CTFMLA leave taken under the Connecticut Paid Leave Program. For more information, see the Connecticut Paid Leave Program Policy.

Notice

When possible, you must provide at least 30 days' advance notice of the need for leave where leave is foreseeable (such as the birth of a child or planned medical treatment). If the need for leave is not foreseeable, provide notice as soon as

possible. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, delay of the leave until you comply with this notice requirement.

Certification

You will be required to provide medical certification of the need for leave for leave taken for:

- Your own, or your family member's, serious medical condition; or
- Military family leave.

The certification must include:

- The date on which the serious health condition occurred.
- The probable duration of the condition.
- The appropriate medical facts about the condition within the healthcare provider's knowledge.
- For leave taken to care for a family member with a serious medical condition:
 - A statement that you are needed to care for the family member; and
 - An estimate of the amount of time you will be needed to care for the family member.
- For leave taken because of your own serious medical condition, a statement that you are unable to perform the functions of your position.

Additional requirements apply to certain certifications for intermittent leave or leave on a reduced leave schedule.

If the Company has reason to doubt the validity of the certification, the Company may require, at its own expense, that you obtain the opinion of a second health care provider designated or approved by the Company. If the second opinion differs from the original certification opinion, the Company may require, at its own expense, that you obtain the opinion of a third health care provider designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

You may be required to provide subsequent recertifications, at the Company's expense, on a reasonable basis.

If you are requesting personal medical leave, you will also be required to provide a fitness-for-duty certification from your health care provider before returning to work.

Return to Work

When returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Connecticut Paid Leave Program

The Connecticut Paid Leave (CTPL) program provides eligible employees with up to 12 weeks of partial wage replacement benefits during any 12-month period for certain life events covered under the federal Family and Medical Leave Act (FMLA), the Connecticut Family and Medical Leave Act (CTFMLA), and the Connecticut Family Violence Leave Act. The program also provides two additional weeks of compensation for a serious health condition resulting in incapacitation that occurs during a pregnancy. The CTPL program is funded by employee payroll deductions and administered by the CT Paid Leave Authority.

To be eligible for CTPL benefits, you must meet certain income thresholds and employment requirements. To learn more

about the CTPL program and apply for benefits, visit www.ctpaidleave.org.

Crime Victim and Witness Leave

Ninety Five South, Inc. understands that employees may occasionally be victims of crime or otherwise legally compelled to attend a judicial proceeding as a witness. You will be provided unpaid leave if you are:

- A victim of a crime and need to attend or participate in legal proceedings related to that crime.
- Legally compelled to attend a judicial proceeding as a witness.
- An immediate family member or guardian of:
 - A person who suffered direct or threatened physical, emotional, or financial harm because of a crime and is a minor, physically disabled, or incompetent; or
 - A homicide victim.

If your need for leave is foreseeable, provide reasonable advance notice to your supervisor. If advance notice is not feasible, provide notice as soon as practicable. The Company reserves the right to request verification of your participation in legal proceedings, such as a copy of the summons or subpoena.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Domestic Violence Leave

Ninety Five South, Inc. will provide reasonable unpaid leave to employees who are the victim of domestic violence or who have a child that is the victim of domestic violence.

Use of Leave

You may use the leave of absence to:

- Seek attention for injuries to you or your child caused by domestic violence, provided you did not commit domestic violence against the child;
- Obtain services, including safety planning, from a domestic violence agency or rape crisis center;
- Obtain psychological counseling for yourself or your child, provided you did not commit domestic violence against the child;
- Take other actions to increase safety from future incidents, including temporary or permanent relocation; or
- Obtain legal services, assist in the offense's prosecution, or otherwise participate in related legal proceedings.

Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible.

Certification

Upon return from your leave of absence, you may be requested to provide certification evidencing your need for leave. Certification must be one of the following:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator;
- Other evidence from the court or prosecutor that you appeared in court; or
- Documentation from a medical professional, domestic violence counselor, or other health care provider that you or your child was receiving services, counseling, or treatment for physical or mental injuries or abuse caused by domestic violence.

Confidentiality

The Company will, to the extent allowed by law, maintain the confidentiality of any information about your status as a victim

of domestic violence.

Retaliation

The Company will not retaliate against employees for their status as a victim of domestic violence or for requesting or taking a leave of absence in accordance with this policy.

Employment Protections for Civil Air Patrol Members

If you are a member of the Civil Air Patrol, Ninety Five South, Inc. will not discriminate against, discipline, or discharge you because of your membership or because you are absent from work due to serving in your role as a Civil Air Patrol member for the purpose of:

- Responding to an emergency declared by the governor, or by the President of the United States;
- Responding to a request for assistance in an emergency, natural disaster, or life-threatening event at the request of the U.S. Air Force or Coast Guard, the Department of Emergency Services and Public Protection, the Division of Emergency Management and Homeland Security within the Department of Emergency Services and Public Protection, the state police, or a local police department; or
- Participating in required emergency services training programs and exercises.

If you are a member of the Civil Air Patrol and are qualified to provide emergency services, you must notify the Company upon hiring or by the date that you join the Civil Air Patrol, whichever is later.

Additionally, you must provide as much notice as possible of the dates you will be absent from work due to your service as a Civil Air Patrol member. Time missed from work while performing the duties above will be treated as unpaid time off. You must provide the Company with written verification from the Civil Air Patrol of the purpose of your absence.

Family Violence Victim Leave

If you are a victim of family violence, Ninety Five South, Inc. will provide you with up to 12 days of leave during any calendar year in which the leave is reasonably necessary for the following reasons:

- To seek medical care or counseling for physical or psychological injury or disability.
- To obtain services from a victim services organization.
- To relocate due to the family violence.
- To participate in any civil or criminal proceeding related to or resulting from such family violence.

Family violence includes incidents between family or household members that result in physical harm, bodily injury, or assault; acts of threatened violence that result in a fear of imminent physical harm, bodily injury, or assault, including, but not limited to, stalking or a pattern of threatening; or verbal abuse accompanied by a present danger and likelihood that physical violence will result.

Leave under this policy is unpaid. You may choose to use any available accrued paid leave.

Before taking leave, provide seven days' advance notice when the need for leave is foreseeable. If the need for leave is not foreseeable, provide notice as soon as practicable. You may be required to submit a signed written statement certifying that the leave is due to family violence, as well as other types of verifying documentation (police or court records).

Documentation provided to the Company will be maintained as confidential and will not be disclosed except as required by federal or state law or as necessary to protect your safety.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are summoned for jury duty, you will be paid your regular wage for the first five days of jury duty. For any additional days, time spent on jury duty will be unpaid. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Leave of Absence for Public Officials

Ninety Five South, Inc. will provide employees who leave employment to accept a full-time elective municipal or state office with an unpaid personal leave of absence for up to two consecutive terms of such office.

You must provide written notice to the Company that you are a candidate for a full-time municipal or state office within 30 days of being nominated.

At the expiration of your term of office, and upon reapplication for your original position, you will be reinstated to your original position or to a similar position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so.

The Company will not retaliate against employees who request or take a leave of absence in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will provide you up to two hours of unpaid time off to vote. To be eligible, you must request such time off at least two working days prior to the election. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Florida Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms conditions and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion

from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Civil Air Patrol Leave

Ninety Five South, Inc. will provide eligible employees with at least 15 days of unpaid Civil Air Patrol leave per year to participate in a Civil Air Patrol training or mission.

Eligibility

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification.

Use of Leave

You will not be required to use paid leave while on Civil Air Patrol leave. However, you may elect to substitute any paid leave for the work time missed on Civil Air Patrol leave.

Notice

Provide as much notice as possible of your intent to take Civil Air Patrol leave.

Certification

The Company may ask you to provide documentation supporting your need for leave.

Restoration

Upon completion of leave, you must promptly notify the Company of your intent to return to work. The Company is not required to permit you to return to work if:

- The Company's circumstances have so changed as to make employment impossible or unreasonable;
- It would impose an undue hardship on the Company;
- Your employment prior to taking leave was for a brief, nonrecurring period, and there was no reasonable expectation that your employment would continue indefinitely or for a significant period; or
- The Company had legally sufficient cause to terminate you at the time you commenced leave.

If you are permitted to return to work, you are entitled to:

- The seniority that you had on the date leave began and any other rights and benefits that are bestowed upon you as a result of such seniority; and
- Any additional seniority that you would have attained if you had remained continuously employed and any other rights and benefits that would have been bestowed upon you as a result of such seniority.

After you have returned to work, you may not be terminated for a period of one year after the date you returned, except for cause.

Retaliation

The Company will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Domestic/Sexual Violence Leave

Ninety Five South, Inc. will provide employees who are victims of domestic or sexual violence, or whose family or household member is a victim of domestic violence, with up to three days of unpaid leave in any 12-month period for certain qualifying reasons.

Eligibility

To be eligible for domestic/sexual violence leave you must have worked for the Company for at least three months.

Leave Usage

You may take domestic/sexual violence leave to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating, or sexual violence.
- Obtain medical care or mental health counseling for yourself or your family or household member to address physical or psychological injuries resulting from domestic violence.
- Obtain services from a victim services organization for yourself or your family or household member.
- Make your home secure from the perpetrator of domestic violence or seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from domestic violence or prepare for and attend court-related proceedings arising from domestic violence.

Family or household member means your spouse, former spouse, persons related to you by blood or marriage, persons who are presently residing with you as if they are family or who have resided with you in the past as if they are family, and persons who have a child in common with you regardless of whether you have been married to them. With the exception of persons who have a child in common with you, the family or household members must be currently residing with you or have in the past resided with you in the same single dwelling unit.

Notice

Except in the case of imminent danger to your health and safety or that of your family or household member, you must provide reasonable advance notice of your need for leave. You may be required to provide documentation showing evidence of your need for leave.

Compensation

Leave under this policy is unpaid. Leave under this policy is unpaid; however, you may substitute any applicable paid leave for all or a portion of your unpaid leave.

Confidentiality

Information about your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Maryland Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race (including traits associated with race, which includes hair texture, Afro hairstyles, and protective hairstyles such as braids, twists, and locks), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, credit history, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race (including traits associated with race, which includes hair texture, Afro hairstyles, and protective hairstyles such as braids, twists, and locks), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, credit history, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Harassment

Harassment includes unwelcome and offensive conduct based on an individual's membership in a protected category (listed above) where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (3) based on the totality of the circumstances, the conduct creates a working environment that a reasonable person would perceive as abusive or hostile. Such conduct need not be severe or pervasive.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of such conduct:

- The use of disparaging or abusive words, phrases, or slurs; negative stereotyping; or threatening, intimidating, or hostile acts that relate to the above-protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Sexual Harassment

Sexual harassment includes conduct that consists of unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting the individual; or (3) based on the totality of the circumstances, the conduct creates a working environment that a reasonable person would perceive as abusive or hostile. Such conduct need not be severe or pervasive.

Again, while it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one

year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Civil Air Patrol Leave

Ninety Five South, Inc. will provide eligible employees with at least 15 days of unpaid Civil Air Patrol leave per calendar year to respond to an emergency mission of the Maryland Wing of the Civil Air Patrol.

Eligibility

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a volunteer member of the Maryland Wing of the Civil Air Patrol.

Use of Leave

You will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

Notice

If eligible, you must provide as much notice as possible of the intended dates leave will begin and end. After arriving at an emergency location, you must provide the Company with an estimated amount of time needed to complete the emergency mission. You must report to the Company necessary changes in the time required to complete the mission.

Certification

The Company may require certification from the proper Civil Air Patrol authority verifying your eligibility for the leave requested or taken. The Company may deny the leave if you fail to provide the required certification.

Restoration

Upon return from leave, you will be restored to your previous position or a position with equivalent seniority status, benefits, pay, and conditions of employment.

Benefits

Taking Civil Air Patrol leave under this policy will not result in the loss of any benefits accrued before the date on which the leave commenced.

Retaliation

The Company will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Bone Marrow and Organ Donation Leave

Ninety Five South, Inc. will provide eligible employees with:

- Up to 30 days of unpaid leave in a 12-month period to serve as a bone marrow donor.
- Up to 60 days of unpaid leave in a 12-month period to serve as an organ donor.

Eligibility

To be eligible for donation leave, as of the date the requested leave begins, you must have:

- Been employed by the Company for at least 12 months; and
- Worked at least 1,250 hours for the Company during the previous 12 months.

Leave Request

To request donation leave, you must provide the Company with written verification from a physician that you are an eligible bone marrow or organ donor and there is a medical necessity for the donation.

Pay

Donation leave is unpaid. You may choose to use available accrued but unused paid time off in lieu of unpaid leave.

Interaction with Other Laws

Leave cannot be taken concurrently with leave under the federal Family and Medical Leave Act (FMLA).

Return to Work

Upon returning to work at the end of donation leave, you will be restored to your previous position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Maintenance of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken donation leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Court Attendance and Witness Leave

Ninety Five South, Inc. realizes that, on occasion, employees may be subpoenaed to testify as a witness in court. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim Leave

If you are the victim of a crime, or have a special relationship to a victim of a crime, you may take time off from work to attend any proceeding relating to the crime, provided you have the right to appear. You are eligible for leave under this policy if you are:

- The victim of the crime or juvenile delinquent act at issue in the proceeding;
- The victim's next of kin or guardian when the victim is deceased or disabled; or
- The victim's representative.

Representative means a person who is designated by:

- The next of kin or guardian of a victim who is deceased or disabled; or
- The court in a dispute over who will be the representative.

Notify your supervisor of your need to take leave as soon as possible to make scheduling arrangements.

Time off under this policy will be without pay; however, exempt employees will not incur any reduction in pay for a partial week's absence for leave under this policy. You may opt to use available paid time off in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Family Military Leave

If eligible, Ninety Five South, Inc. will allow you to take leave from work on the day that an immediate family member is leaving for, or returning from, active duty outside the United States as a member of the U.S. Armed Forces. An **immediate family member** is a spouse, parent, stepparent, child, stepchild, or sibling.

To be eligible for family military leave, you must:

- Be employed by the Company either full time or part time;
- Have worked for the Company for the last 12 months; and
- Have worked at least 1,250 hours during the last 12 months.

When requesting family military leave, you may be required to submit proof verifying that the leave is being taken for appropriate purposes.

The Company will not require you to use sick, vacation, or other paid leave when taking leave under this policy.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Flexible Leave

In accordance with the Maryland Flexible Leave Act, you may use earned and available paid leave for the illness or death of an immediate family member.

For purposes of this policy:

- **Immediate family** means a child, spouse, or parent.
- A **child** is an adopted, biological, or foster child, a stepchild, or a legal ward who is either: 1) under the age of 18; or 2) at least 18 and incapable of self care due to a mental or physical disability. A **parent** is an adoptive, biological, or foster parent, a stepparent, a legal guardian, or a person standing in loco parentis.
- **Paid leave** means paid time away from work that is earned and available to an employee: 1) based on hours worked; or 2) as an annual grant of a fixed number of hours or days of leave for performance of service. Paid leave includes sick leave, vacation time, paid time off, and compensatory time.

The age requirement for children does not apply in regard to leave taken for the death of an immediate family member.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Parental Leave Policy

If eligible, Ninety Five South, Inc. will allow you to take up to six workweeks of unpaid parental leave in a 12-month period for the birth of your child or for the placement of a child with you for adoption or foster care.

To be eligible for parental leave, you must meet the following requirements:

- As of the date leave begins, you must be employed with the Company for at least 12 months and for 1,250 hours during the previous 12 months.
- You must work at a worksite where the Company employs at least 15 employees within a 75-mile radius.
- You must provide 30 days' written notice of the intent to take parental leave. However, if eligible, you may begin taking parental leave without prior notice following a premature birth, unexpected adoption, or unexpected foster placement.

The Company may deny a parental leave request if the denial is necessary to prevent substantial and grievous economic injury to business operations and the Company provides notification of the denial before leave begins.

Although parental leave is unpaid, you may substitute any accrued paid time off, if applicable, for any part or all of the parental leave period.

The Company will maintain your group health insurance coverage during the leave period under the same terms and conditions that would have applied had the leave not been taken. If you fail to return to work after leave, the Company may seek to recover any premiums paid for maintaining coverage by deducting the amount from your final wages, unless the failure to return to work was due to circumstances beyond your control.

Upon return from parental leave, you will be restored to the job held at the time the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Company may deny reinstatement if the denial is necessary to prevent substantial and grievous economic injury to business operations. If the Company determines that it must deny reinstatement for this reason, you will be notified.

During the parental leave period, you will only be terminated for cause.

The Company will not discharge or otherwise discriminate against employees for requesting or taking parental leave; making a complaint to the Company, Secretary of Labor, or another person; or for bringing or participating in an action relating to a violation of this policy or the Maryland Parental Leave Act.

Public Health Emergency Leave for Essential Workers

Ninety Five South, Inc. provides paid public health emergency leave to eligible essential employees in accordance with the Maryland Essential Workers' Protection Act.

Eligibility

To be eligible for public health emergency leave, you must:

- Perform a duty or work responsibility during an emergency that cannot be performed remotely or is required to be completed at the work site; and
- Provide services that the Company determines to be essential or critical to its operations.

Reasons for Leave

You may use public health emergency leave:

- To isolate, without an order, because you have been diagnosed with or are experiencing symptoms associated with the communicable disease that is the subject of the emergency and are awaiting results of a test to confirm the diagnosis;
- To seek or obtain a medical diagnosis, preventive care, or treatment because you have been diagnosed with the communicable disease that is the subject of the emergency;
- To care for a family member who is isolating, without an order to do so, because of a diagnosis of the communicable disease that is the subject of the emergency;
- Due to a determination by a public health official or healthcare professional that your presence at your place of

employment or in the community would jeopardize the health of other individuals because of your exposure to, or exhibited symptoms associated with, the communicable disease that is the subject of the emergency, regardless of whether you have been diagnosed with the communicable disease;

- To care for a family member due to a determination by a public health official or healthcare professional that the family member's presence at their place of employment or in the community would jeopardize the health of others because of their exposure to, or exhibited symptoms associated with, the communicable disease that is the subject of the emergency or due to symptoms exhibited regardless of whether the family member has been diagnosed with the communicable disease; or
- To care for a child or other family member because the care provider of the family member is unavailable due to the emergency or their school or place of care has been closed by a federal, state, or local public official or at the discretion of the school or place of care due to the emergency, including if the school or place of care is physically closed but providing instruction remotely.

Paid public health emergency leave is in addition to any other leave or benefit, including paid sick leave under the Maryland Healthy Working Families Act.

Notice

Provide notice of your need for leave as soon as practical.

Compensation

Leave under this policy is paid. You will be compensated at the rate provided in the federal program, order, law, or regulation. If not specified, you will be compensated as follows:

- If you are a full-time essential worker who regularly works 40 or more hours per week, you will be compensated for 112 hours;
- If you are a part-time essential worker who regularly works less than 40 hours per week, you will be compensated for an amount of hours equivalent to the average hours worked during a typical four-week working period;
- If your work schedule varies from week to week, you will be compensated for the average number of hours that you were scheduled per week over the six-month period ending on the date on which the emergency is declared or proclaimed; or
- If you did not work during the six-month period ending on the date on which the emergency is declared or proclaimed, you will be compensated an amount equal to your reasonable expectation at the time of hiring or the average number of hours per week that you would normally be scheduled to work, whichever is greater.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements. The time will be paid if it otherwise would have been work time.

Massachusetts Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some

examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

EEOC Boston Office

Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203

Phone: 800-669-4000

Fax: 617-565-3196

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

MCAD

Address: 1 Ashburton Place, Suite 601, Boston, MA 02108

Phone: 617-994-6000

TTY: 617-994-6196

Alternative Languages: 617-994-6196

Email: mcad@mass.gov

Fax: 617-994-6024

Pregnant Workers Fairness Act Notice

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their nursing child.

If you are nursing, the Company will provide you a private room or location, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is on Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Paid Family and Medical Leave

Ninety Five South, Inc. provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

Reasons for Leave

PMFL may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member with a serious health condition (Family Leave).
- To care for a family member who is a covered service member with a serious health condition (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Family member means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor; or your grandchild, grandparent, or sibling.

Covered service member means:

- A member of the armed forces, including a member of the National Guard or Reserves, who is:
- Undergoing medical treatment, recuperation, or therapy;
- Otherwise in outpatient status; or
- Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:
- A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
- A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a healthcare provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

Leave Usage

Eligible employees may take up to 26 total weeks total of family and medical leave. Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year for the birth, adoption, or foster care placement of a child; to care for a family member with a serious health condition; or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or foster care placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Company agree.

Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Company in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of your healthcare provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Company prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/info-details/paid-family-and-medical-leave-pfml-overview-and-benefits#-how-can-i-apply-for-paid-leave-massachusetts-benefits>) or from Human Resources. You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Continuation of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Company in order to ensure continuation of benefits.

Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave. However, the Company reserves the right to deny reinstatement if other employees of equal length-of-service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

Supplementing PFML Benefits with Accrued Paid Leave

If you are receiving PFML benefits, you may supplement, or "top off," your PFML benefits with any accrued paid leave (sick time, vacation, paid time off, personal time, etc.). If you choose to supplement your PFML benefits in this way, the combined weekly sum of PFML benefits and employer-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). The IAWW is the average amount you earned per week in the two quarters when you earned the most money (or the one quarter with the most money if you only worked in two or fewer quarters).

Retaliation

The Company will not retaliate against employees who request or take PFML in accordance with this policy.

Crime Victim and Witness Leave

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Domestic Violence Leave

Ninety Five South, Inc. provides up to 15 days of unpaid leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury; or addressing other issues directly related to the abusive behavior against the victim or family member of the victim.

You may take domestic violence leave if you are a victim of abusive behavior, or due to the abuse of a covered family member, including your spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Before taking domestic violence leave, you must exhaust all of your accrued paid time off, including but not limited to sick time, vacation days, and personal time. You must provide advance notice of your need for leave whenever possible; however, this requirement does not apply if you or a covered family member faces imminent danger to you or your family member's health or safety. Should you be unable to provide advance notice based on a risk of imminent danger, you must notify your supervisor or Human Resources within three business days that the time off was related to domestic violence. Should you be unable to notify the Company, a family member, counselor, clergy, or assisting professional may do so on your behalf.

The Company may require documentation supporting your claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, you may also submit your own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of your last date of absence.

While the leave may not be paid, you are entitled to return to the same or a substantially equivalent position once your leave has ended. You will not be terminated, retaliated against, or receive a reduction in benefits based on your use of domestic violence leave. All information related to the leave will be kept in the strictest confidence.

Emergency Services Leave

If you are a volunteer member of a fire or ambulance department, Ninety Five South, Inc. will not terminate your employment or take any other disciplinary action against you if you failed to report to work at the start of your regular working hours due to your response to an emergency. **Volunteer member** means a volunteer, call, reserve, or permanent-intermittent

firefighter or emergency medical technician, but does not include any person who received compensation for over 975 hours of services rendered in such capacity over the preceding six-month period.

Time missed from work due to responding to an emergency will be unpaid.

The Company may require you to provide a statement signed by the fire or ambulance department chief certifying the date and time you responded to and returned from such emergency.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Parental Leave

Ninety Five South, Inc. provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Small Necessities Leave

Pursuant to the Massachusetts Small Necessities Leave Act, Ninety Five South, Inc. will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school.
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations.
- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes.

Leave may be taken intermittently or on a reduced leave schedule.

You are eligible for small necessities leave if you have worked for Company for 12 months, either consecutively or nonconsecutively, and worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, you must provide seven days' notice. Otherwise, provide notice as soon as possible.

You may also be required to submit certification verifying the reason for the leave. You may elect to use available paid time off in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

New Hampshire Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a

sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. The Company will provide any employees working more than five consecutive hours an unpaid break of at least 30 minutes. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Reporting Time Pay

Ninety Five South, Inc. provides reporting time pay to nonexempt employees in accordance with applicable law. If you report to work at the request of the Company and you are not needed to work, you will be paid for a minimum of two hours at your regular rate.

Speak with your supervisor for more information regarding reporting time pay.

Benefits

Crime Victim Leave

Ninety Five South, Inc. will permit you to take unpaid leave to participate in investigations, or court or other related legal proceedings, under the following circumstances:

1. Where you are the victim of a crime or attempted crime.
2. Where your immediate family member is a victim of a crime or attempted crime and is a minor.
3. Where your immediate family member is a victim of homicide.

Immediate family member means your father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian; or any person involved in an intimate relationship with you and residing in the same household.

If you need to take crime victim leave, notify your supervisor and make scheduling arrangements. The Company may request documentation supporting your need for leave.

Leave under this policy will be unpaid; however, exempt employees may be paid as required by law. You may choose to use available paid time off for any unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

Exempt employees will receive their normal salary less payments received for serving as a juror. Nonexempt employees will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Pregnancy Disability Leave

If you are unable to perform the essential functions of your job due to a temporary physical disability resulting from pregnancy, childbirth, or related medical conditions, Ninety Five South, Inc. will permit you to take a leave of absence for the period of your disability. If you are also eligible for leave under the federal Family and Medical Leave Act (FMLA), such leave will run concurrently.

Upon return to work, you will be reinstated to your original job or to a comparable position unless business necessity makes doing so impossible or unreasonable.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Veterans Day Leave

Ninety Five South, Inc. will allow eligible employees who are veterans to take unpaid leave on Veterans Day (November 11).

To be eligible for this holiday, you must be an honorably discharged veteran.

If you intend to take the Veterans Day holiday, provide reasonable advance notice.

The Company may require you to provide evidence supporting your honorably discharged veteran status.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements. If you are required to be at work for the entire polling period, or are in transit to or from work during this entire period, you may apply to vote via absentee ballot.

New Jersey Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, you will be provided a private room or other location, other than a restroom, in close proximity to your work area to express milk. The room will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Reporting Time Pay

Ninety Five South, Inc. provides reporting time pay to nonexempt employees in accordance with applicable law. If you report to work at the request of the Company and you are not needed to work the minimum number of hours agreed upon, you will

be paid for a least one hour at the applicable wage rate.

Speak with your supervisor for more information regarding reporting time pay.

Benefits

Bone Marrow and Organ Donation Leave

Ninety Five South, Inc. will provide employees with up to 26 weeks of leave for organ or bone marrow donation.

Leave under this policy is generally unpaid; however, you may be eligible for partial wage replacement benefits through New Jersey's Temporary Disability Benefits Law.

The Company may request proof of your need for leave in accordance with applicable law.

Upon return from leave, you will be restored to your previous position or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Family Leave

Ninety Five South, Inc. provides leave in accordance with the New Jersey Family Leave Act (NJFLA), which provides eligible employees with unpaid, job-protected leave under certain circumstances.

Eligibility

To qualify for NJFLA leave, you must have:

- Worked for the Company for at least 12 months; and
- Worked at least 1,000 hours during the immediately preceding 12 months.

Leave Entitlement

Eligible employees may take up to 12 weeks of unpaid NJFLA leave in a 24-month period. The 24-month period is measured rolling backward from the date leave is used, and leave may be used for any of the following reasons:

- The birth of a child and in order to care for such child (leave must be completed within one year of the child's birth).
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement).
- To care for a family member with a serious health condition.
- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
 - Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or
 - Results in the recommendation of a health care provider or public health authority that a family member for whom you provide care voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community would jeopardize the health of others.

Child means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including

a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

Family member means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to you, and any other individual that has a close association with you, which is the equivalent of a family relationship.

Parent means a person who is the biological parent, adoptive parent, foster parent, resource family parent, stepparent, parent-in-law, or legal guardian who has a "parent-child relationship" with a child as defined by law, or has sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

Serious health condition means an illness, injury, impairment, or physical or mental condition requiring:

- Inpatient care in a hospital, hospice, or residential medical care facility; or
- Continuing medical treatment or continuing supervision by a health care provider.

Leave taken because of the birth or placement for adoption of a child may begin at any time within a year after the date of the birth, or placement for foster care or adoption.

Intermittent or Reduced Schedule Leave

You may take NJFLA leave:

- As a single block of time.
- By reducing your normal weekly, but not daily, work schedule for no more than 12 consecutive months for any one period of leave.
- Intermittently in increments lasting at least one week, but less than 12 weeks in a consecutive 12-month period, when medically necessary.

You must make a reasonable effort to schedule leave so as not to unduly disrupt business operations.

Where intermittent leave is taken, you may be required to transfer to an alternative position having the equivalent pay and benefits and which better accommodates recurring periods of leave.

Interaction with Other Laws

If you are eligible for leave under both the federal Family and Medical Leave Act (FMLA) and the NJFLA, your leaves under both will run concurrently.

Layoffs

If you have been laid off due to a state of emergency since October 22, 2012, you may receive credit (as if you had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Outside Employment

During your leave you may not perform services on a full-time basis for any person you did not provide those services to immediately prior to starting your leave.

Notice of Leave

If your need for NJFLA leave is for the birth or adoption of a child, you must give the Company at least 30 days' prior written notice if reasonably foreseeable. If the need for leave is due to a covered serious health condition, you must provide at least 15 days' prior written notice. If the need for leave is unforeseeable, you must provide notice as soon as practicable. Failure to provide such notice may delay your leave.

Key Employees

Key employees may be denied NJFLA leave if the leave would cause "substantial and grievous economic injury" to Company operations. Key employees are defined as the highest-paid 5 percent of salaried employees in an organization, or as one of the seven highest-paid employees, whichever is greater.

This does not apply when the family leave is due to:

- A health care provider, the Commissioner of Health, or other authorized public official has ordered, directed, or recommended that the family member for which you provide care be isolated or quarantined; or
- The closure of a family member's place of care because of a state of emergency declared by the Governor or by order of the Commissioner of Health or other authorized public official during an epidemic of a communicable disease, or a known or suspected exposure to a communicable disease.

Maintenance of Health Benefits

The Company will maintain your group health plan coverage during NJFLA leave on the same terms as if you had continued to work. If applicable, you must arrange to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums paid to maintain health coverage or other benefits for you and your dependents. Use of NJFLA leave will not result in the loss of any employment benefit that accrued prior to the start of the leave.

Reinstatement

If you are returning from an authorized NJFLA leave, you will be reinstated to the same or a similar position, unless you are a key employee or unless the Company experiences a layoff during your leave and you would have been laid off if you had not been on leave. Unpaid family leave time is counted toward seniority for layoff purposes.

The Company is not required to permit a return to work prior to the pre-arranged expiration of the NJFLA leave if returns from other leaves are treated the same way, or if such early return will cause undue hardship on the Company.

Substitution of Paid Leave

Consistent with Company policies, you may be required to substitute certain earned paid leave time for unpaid family leave.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Retaliation

The Company will not discriminate or retaliate against employees for requesting or taking leave under this policy.

Family Leave Insurance

New Jersey's Family Leave Insurance (FLI) program provides eligible employees with up to 12 weeks (or up to 56 days for intermittent leave) of partial wage replacement benefits in a 12-month period during periods of unemployment for time taken:

- To care for or bond with a newborn child during the first 12 months after the child's birth. You, your domestic partner, or your civil union partner must be the baby's biological parent, or you must be the parent of the child pursuant to a valid gestational carrier agreement.
- To care for or bond with an adopted child or a child placed into foster care with you during the first 12 months after the child's placement.
- To care for a family member with a serious health condition.
- To care for a victim of domestic violence or a sexually violent offence or for a victim's family member.
- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the

communicable disease, or efforts to prevent spread of a communicable disease, which:

- Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
- Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or
- Results in the recommendation of a health care provider or public health authority that a family member for whom you provide care voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community would jeopardize the health of others.

As used in this policy:

- **Family member** means your child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, and any other person related by blood to you or with whom you have a close association that is the equivalent of a family relationship.
- **Child** means your biological, adopted, foster, or step child; your legal ward; or a child of your domestic partner or civil union partner. A child gained by way of a valid written contract between the parent and a surrogate (gestational carrier) is included in this definition.

To be eligible for FLI coverage you must have worked for 20 or more calendar weeks in covered New Jersey employment and meet the minimum wage requirements of the state plan.

FLI provides a monetary benefit and is financed by worker payroll deductions. The FLI program does not offer a leave entitlement, and employees taking FLI-covered leave are not guaranteed job restoration under the FLI program. You may use any paid sick leave, vacation time, or other leave made available by Ninety Five South, Inc. before using FLI.

FLI benefits may run concurrently with leave taken under the federal Family and Medical Leave Act or the New Jersey Family Leave Act where applicable.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on a single continuous, non-intermittent basis, you must provide your supervisor with at least 30 days' notice prior to beginning the family leave. Failure to provide this notice may result in a 14-day reduction in your maximum FLI benefits entitlement for the 12-month period, unless the need for leave time is unforeseeable or changes for unforeseeable reasons.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on an intermittent basis, provide your supervisor with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance. You must make reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide your supervisor, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on a continuous, non-intermittent basis, provide the Company with a reasonable amount of prior notice, unless the need for leave is due to an emergency or other unforeseen circumstance.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on an intermittent basis, provide the Company with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance.

The Company will not discriminate or retaliate against employees for requesting or obtaining FLI benefits.

You are responsible for filing your claim for benefits with the New Jersey Department of Labor. Eligibility for benefits and the maximum weekly benefit are determined by the state of New Jersey. For information about FLI benefits, including eligibility

requirements or to file a claim, visit the New Jersey Department of Labor and Workforce Development website (<http://www.nj.gov/labor/>).

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

New Jersey SAFE Act Leave

In accordance with the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), Ninety Five South, Inc. provides up to 20 days of unpaid leave to employees who are victims of domestic violence or sexual assault, or whose family member is a victim.

Eligibility

To be eligible, you must have worked at least 1,000 hours during the immediately preceding 12-month period.

Use of Leave

You may use leave under the NJ SAFE Act for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to you or your family member.
- Obtaining services from a victim services organization for yourself or your family member.
- Obtaining psychological or other counseling for yourself or your family member.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of yourself or your family member.
- Seeking legal assistance or remedies to ensure your own health and safety or that of your family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence.
- Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which you or your family member was a victim.

Family member means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to you, and any other individual that has a close association with you, which is the equivalent of a family relationship.

Child means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

Parent means a person who is the biological parent, adoptive parent, foster parent, resource family parent, stepparent, parent-in-law, or legal guardian who has a "parent-child relationship" with a child as defined by law, or has sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

Usage

You must use leave under the NJ SAFE Act in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day.

You may use any accrued paid vacation leave, personal leave, medical or sick leave, or any family temporary disability leave benefits during any part of the 20-day period of unpaid leave. The unpaid leave will run concurrently with any paid vacation leave, personal leave, medical or sick leave, or temporary disability benefits that you elect to use. If you request leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, or the federal Family and Medical Leave Act, the leave will count simultaneously against your entitlement under each respective law.

Notice

Provide reasonable written notice of the need for leave. The Company may require you to provide documentation supporting the need for leave. The Company will treat such documentation as confidential, unless disclosure is voluntarily authorized in writing by you or is authorized by a federal or state law, rule, or regulation.

Retaliation

The Company will not retaliate against employees for requesting or taking leave in accordance with this policy, or refusing to authorize the release of information deemed confidential under the NJ SAFE Act.

Temporary Disability Insurance

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for temporary disability insurance (TDI) benefits. TDI provides eligible employees with up to 26 weeks of partial wage replacement benefits in a year, as specified under the law.

The cost of your TDI coverage is shared between you and the Company through payroll deductions.

To file a claim for benefits, contact HR or your supervisor. You must file a claim for benefits within 30 days of becoming disabled. If you file a claim more than 30 days after the start of your disability, all or some benefits may be forfeited.

For additional information on the Ninety Five South, Inc. plan, contact HR or your supervisor. Learn more about the New Jersey Temporary Disability Insurance law from the New Jersey Department of Labor and Workforce Development website (<http://www.nj.gov/labor/>).

Time Off During Coronavirus (COVID-19) Outbreak

During the Public Health Emergency and State of Emergency declared by Governor Phil Murphy in 2020 Executive Order 103 concerning the coronavirus (COVID-19) pandemic, Ninety Five South, Inc. will not terminate or otherwise penalize you for requesting or taking time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that you take that time off for a specified period because you have, or are likely to have, an infectious disease, which may infect others at your workplace.

Upon return from this leave, the Company will reinstate you to the position you held when leave began, with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.

Depending on the need for leave, during your leave you may be eligible for some combination of earned sick leave, temporary disability insurance (TDI), or workers' compensation coverage.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal

requirements.

Trade Secrets and Inventions

Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment and consistent with your duty of loyalty to the Company, Ninety Five South, Inc. employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your supervisor or Human Resources.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

New York Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Employment Opportunity Policy

Ninety Five South, Inc. is committed to complying with all federal, state, and local equal employment laws. To that end, the Company is dedicated to maintaining a work environment that is free from harassment and discrimination on the basis of age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, citizenship or immigration status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. The Company is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, citizenship or immigration status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

The Company is committed to maintaining a workplace free from sexual harassment, which is unlawful and subjects the Company to liability. The Company prohibits any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment.

For additional information on sexual harassment, including how to file a claim, see the Sexual Harassment Policy.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and

related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, citizenship or immigration status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

The Company will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, the Company will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

Alternative Reporting and Remedies

The Company encourages employees to report incidents of discrimination and harassment internally. However, employees who believe they have been subjected to discrimination or harassment in the workplace may file a private civil action or seek relief by either:

- Filing a complaint alleging violation of the New York State Human Rights law with the Division of Human Rights, or in the New York State Supreme Court; or
- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal antidiscrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).

To file a complaint, contact the appropriate agency below.

Contact Information

New York Division of Human Rights

One Fordham Plaza, Fourth Floor

Bronx, New York, NY 10458

718-741-8400

1-800-HARASS-3 (1-800-427-2773): Toll-free, confidential hotline for complaints of workplace sexual harassment

www.dhr.ny.gov

Equal Employment Opportunity Commission (EEOC)

800-669-4000

TTY: 800-669-6820

info@eeoc.gov

www.eeoc.gov

Local jurisdictions may have additional protections against discrimination and harassment. For example, workers in New York City may file complaints of discrimination or harassment with the New York City Commission on Human Rights at:

Law Enforcement Bureau

Commission on Human Rights

40 Rector Street, 10th Floor

New York, NY 10006

212-306-7450

www.nyc.gov/html/cchr/html/home/home.shtml

If the discrimination or harassment involves criminal activity, contact local police.

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages, including, but not limited to, back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100% of the award for damages.

Any act of retaliation against New York employees for exercising any rights granted under this policy may subject the Company to separate civil penalties. For the purposes of this policy, **retaliation** or **retaliatory personnel action** means discharging, suspending, demoting, or otherwise penalizing employees for:

- Making or threatening to make a complaint to the Company, a coworker, or to a public body, that rights guaranteed under this policy have been violated;
- Causing to be instituted any proceeding under or related to this policy; or
- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the Company.

Sexual Harassment Prevention

Purpose and Goals

Ninety Five South, Inc. is committed to maintaining a workplace free from harassment and discrimination. Sexual

harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Company recognizes that discrimination can be related to or affected by other identities beyond gender (**see NY EEO Statement and Nonharassment Policy**). Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Company's commitment to a discrimination-free work environment.

Goals of this Policy

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Company, with a government agency, or in court under federal, state, or local antidiscrimination laws. To file a complaint internally, use the complaint form attached to the end of this handbook and submit it to Human Resources. To file an employment complaint with the New York State Division of Human Rights, visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy

1. Ninety Five South, Inc.'s policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Company. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the Company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Company who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform their supervisor or Human Resources. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained in the **Legal Protections** section below.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Company to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability, and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for

such misconduct.

5. The Company will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when management otherwise knows of possible discrimination or sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Company will act as required. In addition to any required discipline, the Company will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. Employees who prefer not to report harassment to their supervisor or the Company may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Owner.
7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the Company's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A **cisgender person** is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A **transgender person** is someone whose gender is different than the sex they were assigned at birth. A **non-binary person** does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the Company's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct that is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an

intimidating, hostile, or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;

- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature or that are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements that an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with their job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited.

This list is just a sample of behaviors and should not be considered exhaustive. Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it.

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, or brushing against or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits (can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship);
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks, or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history that create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace. This also extends to the virtual or remote workspace and can include having such materials

visible in the background of one's home during a virtual meeting.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities, such as dress codes that place more emphasis on women's attire, or leaving parents/caregivers out of meetings.

Who Can Be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be a harasser, including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum, and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on Black female employees than white female employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel retraumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer- or industry-sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during nonwork hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitutes harassment even if the employee is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demoting, terminating, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other antidiscrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged another employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to their supervisor or Human Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to their supervisor or Human Resources.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy for employees to use, but the complaint form is not required. If you are reporting sexual harassment on behalf of someone else, you may use the complaint form and should note that it is on another's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained in the Legal Protections section below.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Owner. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment

and questioned about harassment and discrimination can be intimidating, uncomfortable, and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling, and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, these guidelines can serve as a brief guide on how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers, deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Company recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an individual. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, we will:

1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If the complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, we will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails, or phone records that may be relevant to the investigation. We will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Seek to interview all parties involved, including any relevant witnesses;
4. Create a written documentation of the investigation (such as a letter, memo, or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;

- A timeline of events;
 - A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Keep the written documentation and associated documents in a secure and confidential location;
 6. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
 7. Inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Company, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in this policy is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights

The New York State Human Rights Law, N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in the New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a Human Rights Law complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies, but it may include requiring your employer to take action to stop the harassment or repair the damage caused by the harassment, including paying monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR, as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1-(800)-HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing Ninety Five South, Inc. employees and covered individuals an understanding of their rights to a discrimination- and harassment-free workplace. Everyone should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes, including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. provides accommodations for nursing mothers to express milk in the workplace in accordance with federal and New York law.

Reasonable Break Time to Express Milk

The Company will provide nursing mothers reasonable break time to express milk for their infant child each time the mother has the need to express milk for up to three years following the child's birth.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

Lactation Location

The Company will provide nursing mothers with a private room or other location, other than a restroom, to express milk. The room or location will be well lit, in close proximity to the work area, and be shielded from view and free from intrusion from coworkers and the public. The room or location will have a chair, a working surface, nearby access to clean running water, and an electrical outlet.

If the sole purpose or function of the room or location is not dedicated for use by employees to express breast milk, employees who need the room for expressing milk will be given priority use of the room, and their pumping needs will determine the availability of the room for other purposes. The Company will notify employees as soon as practical when the room or location has been designated for use by employees to express breast milk.

When compliance with the room/location requirements would impose an undue hardship on the Company, the Company will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where employees can express breast milk in privacy. You may submit a lactation location request through Human Resources. The Company will respond to your request within five business days.

Milk Storage

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Retaliation

The Company will not discriminate or retaliate against Company who express breast milk in the workplace in accordance with this policy.

Meal Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal periods. Under New York law:

- Workers employed in, or in connection with, a factory are entitled to a 60-minute unpaid meal period between 11 a.m. and 2 p.m., and a 60-minute unpaid meal period midway between the beginning and end of any shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- Non-factory workers are entitled to a 30-minute unpaid meal period between 11 a.m. and 2 p.m. for shifts six hours or longer that extend over that period, and a 45-minute unpaid meal period midway between the beginning and end of a shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- All workers are entitled to an additional 20-minute unpaid meal period between 5 p.m. and 7 p.m. for workdays that extend from before 11 a.m. to after 7 p.m.

Applicable law also provides that the Company may limit meal periods to a minimum of 30 minutes as long as there is no indication of hardship to the employees.

You will not be required to work during your meal period unless otherwise permitted under applicable law.

Check with your supervisor regarding procedures and schedules for meal periods.

The Company requests that employees accurately observe and record meal periods. If you know in advance that you may not be able to take your scheduled meal period or are not fully relieved of all duties, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to take or were prohibited from taking a meal period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Reporting Time Pay

Ninety Five South, Inc. provides reporting time pay (also referred to as call-in pay) to nonexempt employees in accordance with applicable law. If you report to work at the request or permission of the Company and you are not needed to work, you will be paid the basic minimum hourly wage for the lesser of:

- Four hours.
- The number of hours in your regular shift.

If the amount of your total wages for the workweek exceeds the minimum wage and the overtime rate for the number of hours worked and the minimum wage rate for any reporting time pay owed, no additional payment for reporting pay is required during that workweek.

Speak with your supervisor for more information regarding reporting time pay.

Benefits

Accommodations for Victims of Domestic Violence

Ninety Five South, Inc. will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time, unless such accommodation would cause an undue hardship on the Company.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;

- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;
- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

A **victim of domestic violence** is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

Notice

You must provide reasonable advance notice of your intention to take time off for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator of the domestic violence;
- Other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you or your child underwent counseling or treatment for physical or mental injuries or abuse resulting from the domestic violence.

Confidentiality

The Company will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

Compensation

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

Retaliation

The Company will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

Blood and Bone Marrow Donation Leave

Ninety Five South, Inc. provides those employees who work an average of 20 or more hours per week:

- Up to three hours of unpaid leave in any calendar year to donate blood. You must give reasonable notice of at least three working days of your intent to take leave to give blood. Provide documentation to your supervisor immediately after such leave is taken.
- Unpaid time off, as determined by your physician, not to exceed 24 hours without Company approval to undergo a medical procedure to donate bone marrow. If you seek leave to donate bone marrow, you must provide verification from a physician setting forth the purpose and length of each leave required.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

COVID-19 Sick Leave

If you are, or your minor dependent child is, subject to an individual order of mandatory or precautionary quarantine or

isolation issued by New York State, the New York State Department of Health, a local board of health, or any other government entity authorized to issue such order due to COVID-19 (Individual Quarantine Order), you may be eligible for paid and/or unpaid leave in addition to paid family leave benefits (PFLB) and disability benefits (DB).

Program Specifics

For the duration of the Individual Quarantine Order the Company is required to provide you with at least 14 days of **paid sick leave**.

Leave will be provided without the loss of any accrued sick leave.

Eligibility

You are not eligible for leave if you are deemed asymptomatic or have not yet been diagnosed with a medical condition and are physically able to work remotely or through other means while under an Individual Quarantine Order.

If you have returned to the United States after non-business-related travel to a country from which the Centers for Disease Control and Prevention (CDC) has issued a level two or three travel health notice, you are not eligible for these benefits if you were provided notice of the travel advisory, were warned that you would not be eligible for such benefits if you elected to travel to such countries, and chose to travel anyway. All employees in this category are entitled to use any accrued leave provided by the Company. If you do not have any accrued leave, you may use unpaid leave for the duration of the quarantine or isolation.

Restoration

Upon return from leave, you will be restored to the same position you held prior to the leave with the same pay and other terms and conditions of your employment.

How to Apply for Benefits

Information on how to apply for DB and/or PFLB when you are under an Individual Quarantine Order is available at <https://paidfamilyleave.ny.gov/if-you-are-quarantined-yourself#how-to-apply>.

Business Closure

If the Company temporarily closes or goes out of business due to COVID-19, you may not be eligible for the above-mentioned benefits and should immediately apply for unemployment insurance. The unemployment insurance benefits one-week waiting period has been waived. Information on how to file a claim can be obtained at <https://labor.ny.gov/unemploymentassistance.shtm>.

Discrimination and Retaliation

The Company will not discriminate or retaliate against employees who take leave in accordance with this policy.

COVID-19 Vaccination Leave

Ninety Five South, Inc. will provide all employees sufficient paid leave to obtain a COVID-19 vaccination. **Sufficient paid leave** means up to four hours per vaccine injection.

If the need for leave is foreseeable, provide as much advance notice as possible and make reasonable efforts to schedule the leave so that it does not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical.

You will be compensated at your regular rate of pay for the time missed from work. The leave will not be charged against any other leave benefit to which you are entitled, including sick leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

This policy expires on December 31, 2023.

Crime Victim and Witness Leave

Ninety Five South, Inc. will provide eligible employees with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy:

- **Good Samaritan** means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- **Victim's representative** means a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your supervisor as soon as possible and at least one day before taking leave to make scheduling arrangements. The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Disability Benefits

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or pregnancy-related disability, you may be eligible for disability benefits. Disability benefits provide up to 26 weeks of partial wage replacement benefits during any 52-consecutive-week period. Benefits are payable beginning on the eighth consecutive day of disability.

The cost of your disability insurance coverage is shared between you and the Company through payroll deductions.

If you have been disabled for more than seven days, the Company will provide you with a Form DB-271S, *Statement of Rights*, within five days of learning that you are disabled. The *Statement of Rights* provides information on how to file a claim for benefits. You must file a claim within the first 30 days of your disability or all or part of your claim may be rejected. You must be under the care of a physician, chiropractor, podiatrist, psychologist, dentist, or certified nurse midwife to qualify for disability benefits.

Disability benefits are a wage replacement benefit, not a protected leave benefit. If you are temporarily disabled, you may be eligible for job-protected leave under the federal Family and Medical Leave Act or other state or local law.

To learn more about the New York Disability Benefits law, including eligibility requirements and benefits, or to obtain a claim form (Form DB-450), contact the New York State Workers' Compensation Board (www.wcb.ny.gov).

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

You will be paid a minimum of \$40 per day for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use available paid time of in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Military Spouse Leave

Ninety Five South, Inc. provides up to 10 days of unpaid leave to employees who are the spouse of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse of a member of the U.S. Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict to a combat theater or combat zone of operations.

A **period of military conflict** means a period of war declared by the U.S. Congress or a period during which a member of the Reserves is ordered to active duty under federal authority.

If you need to take military spouse leave, notify your supervisor as soon as reasonably possible. The Company reserves the right to ask for documents supporting the need for leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave

New York's Paid Family Leave (PFL) program provides eligible employees with job-protected, paid time off to:

- Bond with a newly born, adopted, or foster child.
- Care for a family member with a serious health condition.
- Assist in situations when a spouse, domestic partner, child, or parent is deployed abroad on active military service.

Eligibility

Eligible employees may take PFL leave as follows:

- If you work **full time** (a regular schedule of 20 or more hours per week), you are eligible after 26 consecutive weeks of employment.
- If you work **part time** (a regular schedule of less than 20 hours per week), you are eligible after working 175 days, which do not need to be consecutive.

Amount of Benefit

You will be provided up to 12 weeks of leave at 67 percent of your weekly pay (capped at 67 percent of statewide average pay).

You may use accrued paid leave in order to receive full pay while on PFL.

Funding

PFL is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually and is subject to change by the New York State Department of Financial Services.

If you are not eligible for PFL, you will be provided a waiver to sign, and PFL contributions will not be deducted from your wages.

Qualifying Events

If you are eligible, you may use PFL for the following reasons:

- **New child:** You may take PFL during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take PFL for their own pregnancy. PFL for the birth of a child begins after the child's birth and is not available for prenatal conditions.
- **Serious health condition:** You may take PFL to care for a family member with a serious health condition. The relative may live outside of New York State and even outside the country. You cannot take PFL for your own health condition.
- **Military active service deployment:** You may take PFL when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. You cannot use PFL for your own qualifying military event.

As used in this policy:

- **Family member** includes a spouse, domestic partner, child and stepchild, parent and stepparent, parent-in-law, grandparent, grandchild, and sibling (biological, adopted, half, and step).
- **Serious health condition** is an illness, injury, impairment, or physical or mental condition, including transplant preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing medical treatment or continuing supervision by a health care provider.

Health Insurance

Your health insurance will continue while you are on leave; however, if you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Interaction with Other Laws

PFL may be taken by employees who are eligible for time off under the federal Family and Medical Leave Act (FMLA). PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.

You may not receive short-term disability and PFL benefits at the same time. You may not take more than 26 combined weeks of short-term disability and PFL in a 52-week period.

If you are unable to work and qualify for workers' compensation benefits, you may not use PFL benefits at the same time as you are receiving workers' compensation benefits. If you are receiving reduced earnings, you may be eligible for PFL.

Notice and Required Documentation

Notify Human Resources if you intend to use PFL. If leave is foreseeable, you must give 30 days' advance notice so the Company can plan for your absence. If the event was not foreseeable, notify Human Resources as soon as possible. If you fail to give notice without unusual circumstances justifying the failure, PFL may be delayed or partially denied.

You must provide documentation in support of your PFL request within 30 days after the leave begins. The Company may require additional proof during your leave, but not more often than once a week. Proof must include a statement of disability from the leave recipient's health care provider.

Returning to Work

On return from PFL, you will be reinstated to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits.

Use of PFL will not result in the loss of any employment benefit that accrued before the start of your family leave that was not used during your family leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Additional Information

If you have additional questions regarding PFL, contact Human Resources or visit <https://paidfamilyleave.ny.gov/>.

Voting Leave

Ninety Five South, Inc. encourages all employees to fulfill their civic responsibility and to vote in public elections. Most work schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four consecutive hours before or after the work shift, you will be deemed to have sufficient time outside of work hours to vote.

If you do not have sufficient time before or after work to vote, you may take enough time off at the beginning or end of your work shift to vote. Up to two hours' time off for this purpose will be provided without loss of pay.

You must request time off to vote from your supervisor at least two working days prior to Election Day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal business operations.

The Company will not retaliate or tolerate retaliation against employees who request or take leave under this policy. If you believe that you are being retaliated against because you requested or took leave under this policy, immediately report it to your supervisor or Human Resources.

Safety and Loss Prevention

Airborne Infectious Disease Exposure Prevention Plan

The purpose of this plan is to protect employees against exposure and disease during an airborne infectious disease outbreak. This plan goes into effect when an airborne infectious disease is designated by the New York State Commissioner of Health as a highly contagious communicable disease that presents a serious risk of harm to the public health. This plan is subject to any additional or greater requirements arising from a declaration of a state of emergency due to an airborne infectious disease, as well as any applicable federal standards.

Employees should report any questions or concerns with the implementation this plan to the designated contact.

This plan applies to all "employees" as defined by the New York State HERO Act, which means any person providing labor or services for remuneration for a private entity or business within the state, without regard to an individual's immigration status, and shall include part-time workers, independent contractors, domestic workers, home care and personal care workers, day laborers, farmworkers and other temporary and seasonal workers. The term also includes individuals working for digital applications or platforms, staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of

the employer, regardless of whether delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter. The term does not include employees or independent contractors of the state, any political subdivision of the state, a public authority, or any other governmental agency or instrumentality

CONTENTS

I. RESPONSIBILITIES

II. EXPOSURE CONTROLS DURING A DESIGNATED OUTBREAK

A. Minimum Controls During an Outbreak

B. Advanced Controls During an Outbreak

C. Exposure Control Readiness, Maintenance and Storage:

III. HOUSEKEEPING DURING A DESIGNATED OUTBREAK

IV. INFECTION RESPONSE DURING A DESIGNATED OUTBREAK

V. TRAINING AND INFORMATION DURING A DESIGNATED OUTBREAK VI. PLAN EVALUATIONS DURING A DESIGNATED OUTBREAK VII. Retaliation Protections and Reporting of Any Violations

I. RESPONSIBILITIES

This plan applies to all employees of Ninety Five South, Inc., and all of the following work sites:

- 15 Frowein Road, Unit B1, Center Moriches, New York, 11934
- 2 Hicks Street, Lindenhurst, New York 11757

This plan requires commitment to ensure compliance with all plan elements aimed at preventing the spread of infectious disease. The following supervisory employee(s) are designated to enforce compliance with the plan. Additionally, these supervisory employees will act as the designated contacts unless otherwise noted in this plan:

- Joseph Kleinpeter, President, Center Moriches, 631-281-5346
- Juan Rodriquez, Regional, Lindenhurst, 516-987-5622

II. EXPOSURE CONTROLS DURING A DESIGNATED OUTBREAK

A. MINIMUM CONTROLS DURING AN OUTBREAK

During an airborne infectious disease outbreak, the following minimum controls will be used in all areas of the worksite:

General Awareness: Individuals may not be aware that they have the infectious disease and can spread it to others.

Employees should remember to:

- Maintain physical distancing;
- Exercise coughing/sneezing etiquette;
- Wear face coverings, gloves, and personal protective equipment (PPE), as appropriate;

- Individuals limit what they touch;
- Stop social etiquette behaviors such as hugging and hand shaking, and
- Wash hands properly and often.

"Stay at Home Policy": If an employee develops symptoms of the infectious disease, the employee should not be in the workplace. The employee should inform the designated contact and follow New York State Department of Health (NYSDOH) and Centers for Disease Control and Prevention (CDC) guidance regarding obtaining medical care and isolating.

Health Screening: Employees will be screened for symptoms of the infectious disease at the beginning of their shift.

Employees are to self-monitor throughout their shift and report any new or emerging signs or symptoms of the infectious disease to the designated contact. An employee showing signs or symptoms of the infectious disease should be removed from the workplace and should contact a healthcare professional for instructions. The health screening elements will follow guidance from NYSDOH and CDC guidance, if available.

Face Coverings: When in use, face coverings must cover the nose and mouth, and fit snugly, but comfortably, against the face. The face covering itself must not create a hazard (e.g., have features could get caught in machinery or cause severe fogging of eyewear). The face coverings must be kept clean and sanitary and changed when soiled, contaminated, or damaged.

Effective February 10, 2022: Employees will wear appropriate face coverings in accordance with guidance from State Department of Health or the Centers for Disease Control and Prevention, as applicable. Consistent with the guidance from the State Department of Health, if indoor areas do not have a mask or vaccine requirement as a condition of entry, appropriate face coverings are recommended, but not required. It is also recommended that face coverings be worn by unvaccinated individuals, including those with medical exemptions, in accordance with federal CDC guidance. Further, the State's masking requirements continue to be in effect for pre-K to grade 12 schools, public transit, homeless shelters, domestic violence shelters, correctional facilities, nursing homes, health care, child care, group homes, and other sensitive settings in accordance with CDC guidelines. New York State and the State Department of Health continue to strongly recommend face coverings in all public indoor settings as an added layer of protection, even when not required.

Physical Distancing: Physical distancing will be used, to the extent feasible, as advised by guidance from State Department of Health or the Centers for Disease Control and Prevention, as applicable.

In situations where, prolonged close contact with other individuals is likely, use the following control methods:

- physical barriers
- signage;
- telecommuting;
- remote meetings;

Hand Hygiene: To prevent the spread of infection, employees should wash hands with soap and water for at least 20 seconds or use a hand sanitizer with at least 60% alcohol to clean hands BEFORE and AFTER:

- Touching your eyes, nose, or mouth;
- Touching your mask;

- Entering and leaving a public place; and
- Touching an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or electronic cashier registers/screens.

Because hand sanitizers are less effective on soiled hands, wash hands rather than using hand sanitizer when your hands are soiled.

Cleaning and Disinfection: See Section V of this plan.

"Respiratory Etiquette": Because infectious diseases can be spread by droplets expelled from the mouth and nose, employees should exercise appropriate respiratory etiquette by covering nose and mouth when sneezing, coughing or yawning.

Special Accommodations for Individuals with Added Risk Factors: Some employees, due to age, underlying health condition, or other factors, may be at increased risk of severe illness if infected. Please inform your supervisor or the HR department if you fall within this group and need an accommodation.

B. ADVANCED CONTROLS DURING AN OUTBREAK

For activities where the Minimum Controls alone will not provide sufficient protection for employees, additional controls from the following hierarchy may be necessary. Employers should determine if the following are necessary:

Elimination: Employers should consider the temporary suspension or elimination of risky activities where adequate controls could not provide sufficient protection for employees.

Engineering Controls: Employers should consider appropriate controls to contain and/or remove the infectious agent, prevent the agent from being spread, or isolate the worker from the infectious agent. Examples of engineering controls include:

i. Mechanical Ventilation:

a. Local Exhaust Ventilation, for example:

- Ventilated booths (lab hoods);
- Kitchen Vents; and
- Vented biosafety cabinets.

b. General Ventilation, for example:

- Dedicated ventilation systems for cooking areas, malls, atriums, surgical suites, manufacturing, welding, indoor painting, laboratories, negative pressure isolation rooms;
- Increasing the percentage of fresh air introduced into air handling systems; • Avoiding air recirculation;
- Using higher-efficiency air filters in the air handling system;
- If fans are used in the facility, arrange them so that air does not blow directly from one worker to another; and

ii. Natural Ventilation, for example:

- Opening outside windows and doors to create natural ventilation; and
- Opening windows on one side of the room to let fresh air in and installing window exhaust fans on the opposite side of the room so that they exhaust air outdoors. (Note: This method is appropriate only if air will not blow from one person to another.)

iii. Install automatic disinfection systems (e.g., ultraviolet light disinfection systems).

iv. Install cleanable barriers such as partitions and/or clear plastic sneeze/cough guards.

v. Change layout to avoid points or areas where employees may congregate (e.g., install additional timeclocks).

Subject to changes based on operations and circumstances surrounding the infectious disease, engineering controls that are anticipated to be used are listed in the following table:

Engineering Controls Utilized/Location: HVAC Owner handles this.

"Administrative Controls" are policies and work rules used to prevent exposure. Examples include:

- Increasing the space between workers;
- Slowing production speed to accommodate fewer workers at a time;
- Disinfecting procedures for specific operations;
- Not shaking out soiled laundry;
- Employee training;
- Identify and prioritize job functions that are essential for continuous operations;
- Cross-train employees to ensure critical operations can continue during worker absence;
- Limit the use of shared workstations;
- Post signs reminding employees of respiratory etiquette, masks, handwashing;
- Rearrange traffic flow to allow for one-way walking paths;
- Provide clearly designated entrance and exits;
- Provide additional short breaks for handwashing and cleaning;
- Establishing pods or cohorts working on same shift;

Subject to changes based on operations and circumstances surrounding the infectious disease, the following specific administrative controls are anticipated to be used:

Administrative Controls Utilized/Location:

- Increase spacing;

- Employee training.

Personal Protective Equipment (PPE) are devices like eye protection, face shields, respirators, and gloves that protect the wearer from infection. PPE will be provided, used and maintained in a sanitary and reliable condition at no cost to the employee. The PPE provided to an employee will be based on a hazard assessment for the workplace.

PPE Required - Activity Involved/Location:

- Masks and sanitizer COVID, otherwise N/A

1 The use of respiratory protection, e.g. an N95 filtering facepiece respirator, requires compliance with the OSHA Respiratory Protection Standard 29 CFR 1910.134 or temporary respiratory protection requirements OSHA allows for during the infectious disease outbreak.

2 Respirators with exhalation valves will release exhaled droplets from the respirators. Respirators are designed to protect the wearer. Surgical masks and face coverings, which are not respirators, are designed to protect others, not the wearer.

C. EXPOSURE CONTROL READINESS, MAINTENANCE AND STORAGE:

The controls we have selected will be obtained, properly stored, and maintained so that they are ready for immediate use in the event of an infectious disease outbreak and any applicable expiration dates will be properly considered.

III. HOUSEKEEPING DURING A DESIGNATED OUTBREAK

1. Disinfection Methods and Schedules

Objects that are touched repeatedly by multiple individuals, such as door handles, light switches, control buttons/levers, dials, levers, water faucet handles, computers, phones, or handrails must be cleaned frequently with an appropriate disinfectant. Surfaces that are handled less often, or by fewer individuals, may require less frequent disinfection. The disinfection methods and schedules selected are based on specific workplace conditions.

The New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA) have compiled lists of approved disinfectants that are effective against many infectious agents (see dec.ny.gov and epa.gov/pesticide-registration/selected-epa-registered-disinfectants). Select disinfectants based on NYSDOH and CDC guidance and follow manufacturer guidance for methods, dilution, use, and contact time.

1. Adjustments to Normal Housekeeping Procedures

Normal housekeeping duties and schedules should continue to be followed during an infectious disease outbreak, to the extent practicable and appropriate consistent with NYSDOH and/or CDC guidance in effect at the time. However, routine procedures may need to be adjusted and additional cleaning and disinfecting may be required. Housekeeping staff may be at increased risk because they may be cleaning many potentially contaminated surfaces. Some housekeeping activities, like dry sweeping, vacuuming, and dusting, can resuspend into the air particles that are contaminated with the infectious agent. For that reason, alternative methods and/or increased levels of protection may be needed. Rather than dusting, for example, the CDC recommends cleaning surfaces with soap and water before disinfecting them. Conducting housekeeping during "off" hours may also reduce other workers' exposures to the infectious agent. Best practice dictates that housekeepers should wear respiratory protection. See cdc.gov for more guidance.

If an employee develops symptoms of the infectious disease at work, it is ideal to isolate the area in accordance with guidance issued by NYSDOH or the CDC, before cleaning and disinfecting the sick employee's work area. This delay will allow contaminated droplets to settle out of the air and the space to be ventilated

As feasible, liners should be used in trash containers. Empty the containers often enough to prevent overfilling. Do not forcefully squeeze the air out of the trash bags before tying them closed. Trash containers may contain soiled tissue or face coverings.

IV. INFECTION RESPONSE DURING A DESIGNATED OUTBREAK

If an actual, or suspected, infectious disease case occurs at work, take the following actions:

- Instruct the sick individual to wear a face covering and leave the worksite and follow NYSDOH/CDC guidance.
- Follow local and state authority guidance to inform impacted individuals.

V. TRAINING AND INFORMATION DURING A DESIGNATED OUTBREAK

A. Ninety Five South, Inc., will verbally inform all employees of the existence and location of this plan, the circumstances it can be activated, the infectious disease standard, employer policies, and employee rights under the HERO Act. (Note: training need not be provided to the following individuals: any individuals working for staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, where delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter)

B. When this plan is activated, all personnel will receive training which will cover all elements of this plan and the following topics: 1. The infectious agent and the disease(s) it can cause; 2. The signs and symptoms of the disease; 3. How the disease can be spread; 4. An explanation of this Exposure Prevention Plan; 5. The activities and locations at our worksite that may involve exposure to the infectious agent; 6. The use and limitations of exposure controls 7. A review of the standard, including employee rights provided under Labor Law, Section 218-B. C.

C. The training will be 1. Provided at no cost to employees and take place during working hours. If training during normal work hours is not possible, employees will be compensated for the training time (with pay or time off); 2. Appropriate in content and vocabulary to your educational level, literacy, and preferred language; and 3. Verbally provided in person or through telephonic, electronic, or other means.

VI. PLAN EVALUATIONS DURING A DESIGNATED OUTBREAK

The employer will review and revise the plan periodically, upon activation of the plan, and as often as needed to keep up-to-date with current requirements.

VII. RETALIATION PROTECTIONS AND REPORTING OF ANY VIOLATIONS

No employer, or his or her agent, or person, , acting as or on behalf of a hiring entity, or the officer or agent of any entity, business, corporation, partnership, or limited liability company, shall discriminate, threaten, retaliate against, or take adverse action against any employee for exercising their rights under this plan, including reporting conduct the employee reasonably believes in good faith violates the plan or airborne infectious disease concerns to their employer, government agencies or officials or for refusing to work where an employee reasonably believes in good faith that such work exposes him or her, other workers, or the public to an unreasonable risk of exposure, provided the employee, another employee, or representative has notified the employer verbally or in writing, including electronic communication, of the inconsistent working conditions and the employer's failure to cure or if the employer knew or should have known of the consistent working conditions.

Notification of a violation by an employee may be made verbally or in writing, and without limitation to format including electronic communications. To the extent that communications between the employer and employee regarding a potential risk of exposure are in writing, they shall be maintained by the employer for two years after the conclusion of the designation

of a high-risk disease from the Commissioner of Health, or two years after the conclusion of the Governor's emergency declaration of a high-risk disease. Employer should include contact information to report violations of this plan and retaliation during regular business hours and for weekends/other non-regular business hours when employees may be working.

North Carolina Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;

- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading of or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Domestic Violence Leave

Ninety Five South, Inc. will provide employees reasonable unpaid leave to obtain or attempt to obtain relief from domestic violence in accordance with North Carolina law.

You must provide reasonable advance notice of your need for leave unless an emergency prevents you from doing so. You may be required to provide documentation showing evidence of the emergency.

Domestic violence leave is unpaid; however, you may choose to substitute any available paid time off.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Election Precinct Official Leave

Ninety Five South, Inc. will provide employees who are appointed as election precinct officials with unpaid leave on Election Day or canvass day to perform the duties of their position.

You must provide at least 30 days' notice of your intent to take leave to serve as an election precinct official.

The Company will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

School Visitation Leave

If you are the parent, guardian, or person standing in loco parentis of a school-aged child, Ninety Five South, Inc. will provide you up to four hours of time off per year to attend or otherwise be involved at the child's school.

You and your supervisor must mutually agree to the scheduling of leave.

Submit a written request for leave at least 48 hours in advance of the requested absence. You may be required to provide documentation from the child's school verifying that you were involved at the school during the leave time.

Leave under this policy will be unpaid; however, exempt employees may be paid as required by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor.

Tennessee Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a

sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Workplace Bullying

Ninety Five South, Inc. is firmly committed to a workplace free from abusive conduct. We strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Any individual who files a complaint will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time and part-time employees, including interns. It does not apply to independent contractors; however, other contract employees are included. This policy applies to any sponsored program, event, or activity including,

but not limited to, sponsored recreation programs and activities and the performance by officers and employees of their employment-related duties. The policy also applies to electronic communications by employees.

Abusive Conduct

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

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

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does **not** include:

- Disciplinary procedures in accordance with Company policies.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns.
- The non-abusive exercise of managerial prerogative.

Responsibilities

Those in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Managers, supervisors, and others in positions of authority will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively, and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

You are expected to:

- Treat all employees with dignity and respect.
- Refrain from engaging in threatening, violent, intimidating, or other abusive conduct or behaviors.
- Assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.
- Co-operate with preventative measures introduced by your supervisor and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

Complaint Process

Reporting

If you feel that you have been subjected to abusive conduct or have witnessed such conduct, report the matter verbally or in writing to your supervisor or Human Resources. Your complaint should include details of each incident of abusive conduct, such as dates, times, locations, and any witnesses.

Those in positions of authority must timely report known incidents involving workplace abuse, intimidation, or violence to the Owner. All managers and supervisors are required to take reasonable steps to protect the complainant, including, but not limited to, separation of those involved. The person complained against will be notified that an allegation has been made against him or her and will be informed of the investigative procedure.

Investigation

Investigations of abusive conduct will be conducted as soon as practicable and in accordance with Company policies and practices. The objective of the investigation is to determine whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and any witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

Corrective Action

If abusive conduct is found, the Company will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies.

Any individual who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Any supervisor or other person in a position of authority who allows abusive conduct to continue or fails to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, disciplinary action up to and including termination, or changes in job duties or location.

While the Company encourages all employees to raise any concern(s) under this policy and procedure, the Company recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing others of violations of this policy will be disciplined in accordance with the Company disciplinary policy.

Any individual exhibiting continuing emotional or physical effects from a reported incident will be directed toward established assistance programs or other available resources.

When abusive conduct has been confirmed, the Company will continue to review the situation and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the reoccurrence of similar behaviors or actions.

Confidentiality

To the extent permitted by law, the Company will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint, or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. However, state law may prevent the Company from maintaining confidentiality of public records. Therefore, the Company cannot guarantee confidentiality.

Retaliation

Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy. The Company will not retaliate or otherwise discriminate against employees who exercise their rights under this policy.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, the Company will provide you a room or space, other than a restroom, in close proximity to the work area, to express milk. The room or space will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is on Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements. You will receive your regular compensation for time spent on jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Veterans Day Leave

Ninety Five South, Inc. will allow employees who are veterans to take Veterans Day (November 11) as an unpaid holiday, provided their absence, either alone or in combination with other veteran employee absences, on that day does not impact public health or safety, or cause the Company significant economic or operational disruption.

Veteran means a former member of the U.S. Armed Forces, or a former or current member of a reserve or Tennessee National Guard unit who was called into active military service of the United States.

To be eligible for this holiday:

- You must provide the Company with at least one month advance written notice of your intent to take the Veterans Day holiday.
- You must provide the Company with proof of your status as a veteran. This may include, but is not limited to, your Form DD-214 or other comparable certificate of discharge from the armed forces.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Volunteer Firefighter Leave

If you are a volunteer firefighter, Ninety Five South, Inc. will grant you unpaid leave from work to respond to a fire call during your regular hours of employment. Time missed from work will be unpaid.

You must make reasonable efforts to notify the Company that you may be absent from or late to work due to your volunteer response.

If you leave work to during your regular hours to respond to a fire call and assist in firefighting for more than four hours, you may take off the next scheduled work period within 12 hours after that response as a vacation day or sick leave day without loss of pay. If you are not entitled to a vacation day or sick leave day, you may take unpaid leave. You are entitled to the same leave if you are an active volunteer firefighter and you worked for more than four hours as a volunteer firefighter in an emergency in the last day.

The Company may require you to provide a written statement from the supervisor or acting supervisor of the volunteer fire department stating that you responded to an emergency and including the date, time, and duration of the emergency response.

Volunteer Rescue Squad Member Leave

If you are a volunteer rescue squad worker, Ninety Five South, Inc. will grant you unpaid leave from work to respond to an emergency that occurred before you normally report to work. **Volunteer rescue squad worker** means any person who is trained in emergency and rescue work and who performs that work without compensation in a unit that is equipped to address such situations. This time off will not be paid.

You must make reasonable efforts to notify the Company that you may be absent from or late to work due to your volunteer response. The Company may require you to provide a written statement from the supervisor or acting supervisor of the volunteer rescue squad stating that you responded to an emergency and listing the time and date of the emergency.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Texas Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including discrimination on the basis of a person's hair texture or protective hairstyle commonly or historically associated with race, such as braids, locks, and twists), religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including discrimination on the basis of a person's hair texture or protective hairstyle commonly or historically associated with race, such as braids, locks, and twists), religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;

- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), race (including discrimination on the basis of a person's hair texture or protective hairstyle commonly or historically associated with race, such as braids, locks, and twists), religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury

duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Political Convention Leave

Ninety Five South, Inc. will provide employees with unpaid leave to attend:

- A precinct convention for which they are eligible to participate; or
- A county, district, or state convention for which they are a delegate.

Provide as much notice as possible of your need for leave.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Witness Leave

Ninety Five South, Inc. realizes that, on occasion, employees may be subpoenaed to appear in a civil, criminal, legislative, or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Virginia Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Ninety Five South, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion (including any outward expression of religious faith, which includes adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Ninety Five South, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion (including any outward expression of religious faith, which includes adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity, or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to coworkers.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion (which includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity, or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Ninety Five South, Inc. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Ninety Five South, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ninety Five South, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Ninety Five South, Inc., the standard pay period is weekly for all employees. Pay day is Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

Benefits

Bone Marrow and Organ Donation Leave

Ninety Five South, Inc. will provide eligible employees with:

- Up to 30 business days of unpaid leave in a 12-month period to serve as a bone marrow donor.
- Up to 60 business days of unpaid leave in a 12-month period to serve as an organ donor.

Eligibility

To be eligible for donation leave, as of the date the requested leave begins, you must have:

- Been employed by the Company for at least 12 months; and
- Worked at least 1,250 hours for the Company during the previous 12 months.

Leave Request

To request donation leave, you must provide the Company with written verification from a physician that you are an eligible bone marrow or organ donor and there is a medical necessity for the donation.

Pay

Donation leave is unpaid. You may choose to use available accrued but unused paid time off in lieu of unpaid leave.

Interaction with Other Laws

Leave cannot be taken concurrently with leave under the federal Family and Medical Leave Act (FMLA).

Return to Work

Upon returning to work at the end of donation leave, you will be restored to your previous position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Maintenance of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken donation leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Civil Air Patrol Leave

Ninety Five South, Inc. will provide unpaid leave to employees who are members of the Civil Air Patrol to engage in training for emergency missions with the Civil Air Patrol or to respond to an emergency mission as a Civil Air Patrol volunteer.

Duration of Leave

Leave used for training is limited to 10 workdays per federal fiscal year. Leave used to respond to an emergency mission is limited to 30 workdays per federal fiscal year.

You will not be required to exhaust any other leave to which you are entitled prior to taking Civil Air Patrol leave.

Notice

Provide as much notice as possible of your intent to take leave. You must provide:

- Certification that you have been authorized by the U.S. Air Force, the governor, or a department, division, agency, or political subdivision of the state to respond to or train for an emergency mission; and
- Verification from the Civil Air Patrol of the emergency need of your volunteer service.

Retaliation

The Company will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Court Attendance and Witness Leave

Ninety Five South, Inc. realizes that, on occasion, you may be summoned or subpoenaed to appear as a witness in a civil or criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

This policy does not apply to employees seeking leave because they are a defendant in a criminal case.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim Leave

Ninety Five South, Inc. will provide employees who are victims of a crime leave from work to attend any criminal proceedings. Criminal proceedings are proceedings at which the victim has the right or opportunity to appear involving a crime against the victim, including all of the following:

- The initial appearance of the person suspected of committing the criminal offense against the victim.
- Any proceeding in which the court considers the post-arrest release of the person accused of committing a criminal offense against the victim or the conditions of that release.
- Any proceeding in which a negotiated plea for the person accused of committing the criminal offense against the victim will be presented to the court.
- Any sentencing proceeding.
- Any proceeding in which post-conviction release from confinement is considered.
- Any probation revocation disposition proceeding or any proceeding in which the court is requested to terminate the probation of a person who is convicted of committing a criminal offense against the victim.
- Any proceeding in which the court is requested to modify the terms of probation or intensive probation of a person if the modification will substantially affect the person's contact with or safety of the victim or if the modification involves restitution or incarceration status.

You are eligible for leave under this policy if:

- You have suffered physical, psychological, or economic harm as a direct result of the commission of a felony or of assault and battery, stalking, sexual battery, attempted sexual battery, maiming or driving while intoxicated;
- You are a spouse or child of the victim;
- The victim is a minor and you are the victim's parent or legal guardian; or
- The victim is physically or mentally incapacitated or was a homicide victim and you are the victim's spouse, parent, sibling, or legal guardian.

You are not eligible for leave if you are the person who committed the crime or the relative or guardian of an individual who committed the crime.

Prior to taking leave, provide your supervisor with a copy of the form provided to you by the applicable law enforcement agency and, if applicable, provide a copy of the notice of each scheduled criminal proceeding that is provided to you as victim.

The Company may limit the leave provided under this policy if the leave creates an undue hardship.

Leave under this policy is without pay; however, the wages of exempt employees will not be reduced for a partial week's absence. You may elect to use accrued paid vacation, personal leave, or sick leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Election Worker Leave

Ninety Five South, Inc. will provide employees who are election workers with unpaid leave to:

- Serve at a polling place on Election Day; or
- Serve at a meeting of the electoral board following the election to determine the results of such election.

Election worker means a member of a local electoral board, a deputy general registrar, or an officer of election.

You must provide reasonable notice of your need to take leave.

If you serve four or more hours (including travel time), you will not be required to start any work shift that begins on or after 5 p.m. on the day of your service or begins before 3 a.m. on the day following your service.

The Company will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Ninety Five South, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Ninety Five South, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Ninety Five South, Inc.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Ninety Five South, Inc. Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Owner of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Ninety Five South, Inc..

If I have any questions about the content or interpretation of this handbook, I will contact my supervisor.

Signature

Date

Print Name

APPENDIX

Complaint Form for Reporting Sexual Harassment



Combating Sexual Harassment

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to the appropriate person or department indicated in the New York Sexual Harassment Prevention policy in this handbook. No employee will be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:

Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Supervisee Co-Worker Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them. .

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____