

SearchPros Staffing National Contingent Workforce Handbook and California State Supplement

version 08.15.2017



Disclaimer:

The contents of this handbook are presented as a matter of information only and are not intended to cover all policies, plans and procedures of SearchPros. The policies, plans and procedures described are not conditions of employment. SearchPros reserves the right to modify, add, evoke, suspend, terminate, or change any or all policies, plans or procedures of the company, in whole or in part, at any time with or without notice. The language in this handbook is not intended to create, nor is it to be construed, a contract between SearchPros and any one or all of its employees.

Your employment with SearchPros is employment-at-will. That is, your employment can be terminated at any time by you or SearchPros. Unless otherwise stated in this handbook, the contents of this handbook are applicable to SearchPros' Contingent Workforce (also known as contractors, employees, payrolled employees and associates) who are referred to throughout this handbook as "employees." The SearchPros Contingent Workforce is comprised of individuals who are eligible for temporary work assignments to support or supplement a client's or SearchPros' workforce during time periods of, including but not limited to, employee absences, temporary skill shortages, seasonal workloads, and special long- and short-term assignments and projects. This handbook does not apply to any other classification of employee at SearchPros including colleagues.

The information contained in this Employee Handbook is confidential and proprietary to SearchPros. The information is for internal use only and may not be distributed outside of SearchPros. Any use of the third-party contact information contained herein does not violate your obligation to keep the contents of the Employee Handbook confidential.

Welcome

Welcome to **SearchPros Staffing, LLC (the Company)**! One of the keys to our success is hiring good employees. We have hired you because we believe you have the skills and the potential to help our Company succeed. We expect employees to perform the tasks assigned to them to the best of their abilities. We believe that hard work and commitment will not only benefit SearchPros, but will help give all of our employees a sense of pride and accomplishment.

We are glad to have you as a member of our Contingent Workforce and look forward to you being a valued representative of SearchPros. We hope that your employment proves mutually satisfying. Every employee has an important role in our operations and we value the abilities, experience and background that they bring with them. It is our employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide employees with all of the support and the resources they will need to perform their job effectively. If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask any member of our management team.

Once again, welcome to **SearchPros**. We are glad to have you with us.

About Our Company

SearchPros believes that outstanding people are the key to our success. Our strength and future growth depend on the contributions made by you and each person within our organization. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This Employee Handbook will familiarize employees with the various aspects of working with us. We encourage all employees to use the Handbook as a valuable resource for understanding our Company.

The Relationship between SearchPros, our Contingent Workforce and our Client Companies is very important to us. While SearchPros is the employer of record, our Contingent Workforce performs their day to day production on the premises of our Client Companies. The term "Company" used throughout this handbook will signify both SearchPros and our Client Companies. As a member of our Contingent Workforce, we rely on you, our employee, to respect and follow the workplace guidelines and policies set forth by or Client Companies. We will do our best to ensure that our Client Companies comply with the employment laws included in this handbook. Any concerns should be brought to the attention of the SearchPros Human Resources Manager.

SearchPros Contact Information

Main Telephone Number (916) 721-6000

Toll Free Phone Number (888) 774-4737

Human Resources: HR@spstaffing.com

Payroll: payroll@spstaffing.com

Recruiting Team: recruiter@spstaffing.com

Purpose of Employee Handbook

This Employee Handbook pertains to our Contingent Workforce within the state of California and contains information about the employment policies and practices of SearchPros. These policies reflect the Company's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and SearchPros.

This Employee Handbook supersedes all previously issued employee handbooks and any inconsistent verbal or written policy statements made or issued before this Employee Handbook. Except for the policy of at-will employment, **SearchPros** reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

None of our personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or his or her authorized representative.**

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your Human Resources representative or another member of management.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Employee Handbook or in any other document or policy is intended to prohibit protected conduct or communications relating to employee wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Employee Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

Employment At-Will

Employment with SearchPros is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Employee Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and SearchPros as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or his or her authorized representative.**

Binding Arbitration

SearchPros strives to provide an amicable work environment for all employees. We encourage our employees to speak openly with management about any concerns they may have. Management will put forth its best efforts to resolve any workplace or employment related disagreements. In the event that resolution is not reached, SearchPros seeks to use Binding Arbitration as a means to resolve any workplace/employment disputes. The use of Binding Arbitration saves time and money for both parties while helping to avoid controversy and ill feelings that are most often the result of court proceedings. Any arbitration proceedings will be conducted by either a retired California Superior Court Judge or an otherwise qualified individual to whom the parties mutually agree.

Commitment to Diversity

Discrimination, Harassment and Retaliation Prevention Equal Employment Opportunity

SearchPros is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity and expression), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including supervisors and co-workers), agent, client, customer or vendor.

Prohibited Harassment

SearchPros is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity and expression), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party of **SearchPros**, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.
- An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Abusive Conduct Prevention

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner, that meets all of managements' expectations, during working times, and that they and refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by **SearchPros** for using the Company's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or

participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes that he or she has been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with **SearchPros** in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to his or her supervisor, any other member of management, or Human Resources. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Human Resources Manager who will attempt to resolve issues internally.

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

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

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, **SearchPros** will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of his or her job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform his or her essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation or it may propose another reasonable accommodation that may also be effective. Employees are required to

cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation if supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation. The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and religious belief, observance or practice should bring the conflict and his or her request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Accommodation for Adult Literacy Programs

SearchPros provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact **Human Resources**. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While **SearchPros** encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

SearchPros will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Company accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

Employees may also be entitled to a leave of absence under the company's Domestic Violence, Sexual Assault or Stalking Victim Leave policy and should consult that policy and/or Human Resources for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

SearchPros will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

General Employment Practices

Employee Classifications

Members of **SearchPros'** Contingent Workforce are usually classified as nonexempt under federal and state wage and hour laws, and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook. Any and all deviations to these classifications will be clearly specified in the Offer Letter process.

Contingent Workforce (Temporary Employees)

Contingent Workforce employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary Employees may be classified as exempt or nonexempt on the basis of job duties and compensation.

Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable California exemption tests and who are **not** exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of eight hours in any workday and 40 hours in a workweek. Employees will be informed whether their status is exempt or nonexempt and should consult their Human Resources representative with any questions or concerns regarding this status.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Employees will be informed whether their status is exempt or nonexempt and should consult their SearchPros Recruiter with any questions or concerns regarding this status.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of 30 hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work fewer than 30 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all, employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

Employment Eligibility and Work Authorization

SearchPros is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States within 72 hours of commencing employment. If the employee cannot verify his or her right to work in the United States within 72 hours of employment, the Company will be required to terminate his or her employment immediately.

Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal antidiscrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Reference Checks

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for job references should be forwarded to Human Resources. Reference Requests will only be completed if accompanied by a release of information signed by the employee.

Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, **SearchPros** needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits related purposes.

Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to Human Resources promptly.

Voluntary Open Communication Policy

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's supervisor. Employees should feel free to contact any member of management with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Family Friendly Workplace (San Francisco)

Employees may request a flexible or predictable working arrangement to assist with caregiving responsibilities when the employee is the primary contributor to the ongoing care for:

- A child or children under the age of 18 for whom the employee has assumed parental responsibility;
- A person with a serious health condition in a family relationship with the employee; or
- Parents of the employee who are age 65 or older.

For the purposes of this policy, a "child" includes the employee's biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis to that child. A "family relationship" is defined as a relationship in which a caregiver is related by blood, legal custody, marriage or domestic partnership to another person as a spouse, domestic partner, child, parent, sibling, grandchild or grandparent.

A "flexible working arrangement" is a change in the employee's regular working arrangement that provides an employee with flexibility to help with caregiving responsibilities. Examples of flexible working arrangements include, but are not limited to, a modified work schedule, changes in start and/or end times of work, part-time employment, job sharing arrangements, working from home, telecommuting, changes in work duties or part-year employment. If an employee requests time off as a flexible work arrangement under this policy, such time will also be designated under the federal Family and Medical Leave Act, California Family Rights Act and/or paid sick leave law if the employee has not yet exhausted his or her available leave under the applicable law(s).

A "predictable working arrangement" is a change in the employee's regular working arrangement that provides an employee with scheduling predictability to help with caregiving responsibilities. If there is insufficient work for the employee during the predictable working arrangement period, the employee will not be paid during this time.

Employee Eligibility

To be eligible for a flexible or predictable working arrangement, an employee must have worked for the Company for at least six months, be employed within the geographic boundaries of San Francisco and regularly work at least eight hours per week.

Guidelines for Employee Requests

Employees may request a flexible or predictable working arrangement twice every 12 months. Employees that experience a major life event, such as the birth of a child, the placement with an employee of a child through adoption or foster care or an increase in an employee's caregiving duties for a family member with a serious health condition, may make an additional request in the same 12-month period.

Requests for a flexible or predictable working arrangement must be submitted in writing to Human Resources. The written request must specify the arrangement being sought, the date on which the employee wishes the arrangement to become effective, the proposed duration of the arrangement and an explanation of how the requested arrangement relates to caregiving.

The Company may require employees to provide verification of caregiver responsibilities.

A Human Resources representative will meet with the employee within 21 days of the request and will respond to the request in writing within 21 days of the meeting. These time frames may be extended by written agreement between the Company and the employee.

Although the Company will consider all requests for flexible or predictable working arrangements made in accordance with this policy, the Company may deny such requests for bona fide business-related reasons.

If an employee's request for a flexible or predictable working arrangement is denied, the employee may submit a written request for reconsideration within 30 days of the decision. A Human Resources representative will meet with the employee within 21 days of receiving the request for reconsideration and will inform the employee of the final decision in writing no later than 21 days after the meeting.

If an employee's request for a flexible or predictable working arrangement is approved, the Company will confirm the arrangement to the employee in writing. Either the Company or the employee may revoke a flexible or predictable working arrangement with 14 days' written notice. If either the Company or the employee revokes the arrangement, the employee may submit a new request for a different arrangement. If the Company revokes the arrangement, the employee will be allowed to submit a request in addition to the two requests generally allowed per 12-month period.

Discrimination and Retaliation Prohibited

The Company prohibits discrimination against employees because of their caregiver status and will not take adverse employment action (e.g., termination, demotion) or otherwise retaliate against employees for exercising their rights under this policy or the San Francisco Family Friendly Workplace Ordinance.

Workplace Conduct

Standards of Conduct

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;

- Theft or the deliberate or careless damage of any company property or the property of any employee or of the Client Company;
- Use of Client Company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Abuse of the Client Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company or the Client Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company or the Client Company, unless state law provides otherwise. **Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;**
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company or Client Company;
- Absence of **3** consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave. **Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;**
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, **only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or his or her authorized representative.**

Confidential Company* Information
(*pertains to SearchPros and the Clients they service)

Company confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, non-public information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent an employee discloses any confidential information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations in this Employee Handbook and will only share such confidential information with his or her attorney, or with the government agency or entity.

Nothing in this Employee Handbook will be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of company property, trade secrets or information.

Personal Appearance and Grooming

The image **SearchPros** projects to our clients as well as the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the business environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- All employees should practice common sense rules of neatness, cleanliness and comfort.

- Personal appearance should include good personal hygiene, clean hair and no or well-maintained facial hair.
- You are also required to comply with the Dress Code of the Client Company you are assigned to.

Religious, Medical and Disability Accommodations

The Company will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such an accommodation should contact their supervisor or Human Resources.

Attendance and Punctuality

As a Contingent Worker, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for our Client Company.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances notify SearchPros AND your on-site supervisor as soon as possible but at least 2 hours before the time you are scheduled to begin working for that day. If you call less than as soon as possible without at least 2 hours before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their on-site supervisor with an honest reason or explanation. Employees also must inform SearchPros AND their on-site supervisor of the expected duration of any absence

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Approved leaves of absence, including jury duty leave, military leave and leave protected under the Family and Medical Leave Act or leaves pursuant to other federal, state or local laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation insurance.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances.

If you fail to report for work without any notification to your on-site supervisor and your absence continues for a period of 3 days, SearchPros will consider that you have voluntarily abandoned or quit your employment. Absences protected by state and federal law do not count as a violation of this policy.

Personal Electronic Devices

Although the Company may permit employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be for emergencies only.

Time Off and Leaves of Absence

PTO

Full Time Employees may be entitled to paid time off based upon their years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, completion of assignment or termination of employment.

Employees are awarded a maximum of 40 hours of paid time off after 1 continuous year of service. In the event that an employee works less than 2000 hours during the year, a prorated amount will be awarded.

Paid Time Off may be used for any combination of vacation leave, sick leave or any other type of time off from a scheduled work day. Employees will need to schedule time off with their on-site supervisors.

An employee may not use paid time off before it is awarded. Employees will not be paid for any time in excess of booked paid time off.

Paid Sick and Safe Time (Lump Sum Method)

SearchPros provides paid sick and safe time to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA). SearchPros will comply with all local Sick/Safe Time provisions that exceed California's Sick/Safe Time.

Eligibility

Employees (including full-time, part-time and temporary employees) become eligible for paid sick and safe time once they have worked in California for the Company for 30 days within a year from the start of employment.

Employees may begin to use granted paid sick and safe time beginning on their 90th day of employment. Employees who have been employed by SearchPros for at least 90 days prior to becoming eligible for paid sick and safe time may use such leave immediately upon receipt.

Annual Grant of Paid Sick and Safe Time

Eligible employees will be granted Paid Sick and Safe Time on July 1, 2015, or upon the first day of employment, whichever is later.

Eligible employees are provided with the greater of 24 hours or the equivalent of three days (based on the employee's work schedule) each year of employment. Thereafter, employees will receive three (3) days or 24 hours of Paid Sick and Safe Time each year, on July 1 (or their anniversary date, if hired after July 1, 2015).

Unused Paid Sick and Safe Time does not carry over from year to year.

Paid Sick and Safe Time may be used in increments 2 hours or greater to cover all or just part of a workday.

Employees are not required to find an employee to cover their work when they take Paid Sick and Safe Time.

The purpose of Sick Leave is to allow our employees time to recover from illness or care for a sick family member without the stresses of work. In that spirit, an employee out sick is NOT authorized to engage in any SearchPros business (i.e. phone calls, emails, texts, access of internal business systems, etc.) unless requested/approved by a member of the executive team. Fellow employees should refrain from contacting any employee who is out sick. Any infringements on your time off should be immediately report to your direct supervisor so that the matter can be handled in-house. In order for us to provide this benefit to our employees, disregard for this policy may result in disciplinary action.

Reasons Sick and Safe Time May be Used

Employees may use Paid Sick and Safe Time for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition; and
- For preventive care.

Employees may also use paid sick and safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:

- Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or his or her child;
- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

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

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

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

Requesting Paid Sick and Safe Time

When the need for Paid Sick and Safe Time use is foreseeable, employees must provide reasonable advance oral or written notice to their supervisor for any absence from work. If the need for paid sick and safe time is unforeseeable, employees must provide notice to their supervisor of the need to use the time as soon as practicable. In all circumstances, employees must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

For absences of three or more consecutive days due to the employee's own health condition, a doctor's note may be requested to determine whether the employee is "fit" to return to duty, or to determine if there are any workplace restrictions.

Rate of Pay for Sick and Safe Time

For nonexempt employees, pay for sick and safe time is calculated at the rate required by law. Paid Sick and Safe Time is not hours worked and is not counted in the calculation of overtime.

Separation from Employment

Compensation for accrued and unused Paid Sick and Safe Time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously granted but unused sick and safe time will immediately be reinstated (up to the maximum of 24 hours or the equivalent of three days (per the employee's previous work schedule)). Rehired employees will be allowed immediate use of this time and to receive additional paid sick days upon rehiring, consistent with the limitations of this policy.

Confidentiality

SearchPros will keep confidential the health information of the employee or employee's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's covered family member. Such information will not be disclosed except to the affected employee or as required by law.

Effect on Other Rights and Policies

SearchPros may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact their Human Resources representative for information about other federal, state and municipal domestic violence, medical or family leave rights.

No Discrimination or Retaliation

SearchPros prohibits discrimination and/or retaliation against employees for requesting or using paid sick and safe time for authorized circumstances, for making a complaint or for informing a person about a suspected violation of this policy. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law (including the HWHFA); cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice that is prohibited by any paid sick leave law; or informing any person of his or her potential rights under the law.

Family and Medical Leave

SearchPros will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, SearchPros refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA), collectively referred to as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave, employees must: (1) have been employed by the Company for a total of at least 12 months (52 weeks), at any time prior to the commencement of a CFRA leave; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) have worked at a location where at least 50 employees are employed by the Company within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own

serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company will work with the employee to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, registered domestic partner, child, child of a registered domestic partner or parent) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

Definitions

- **"Child,"** for purposes of Bonding Leave and Family Care Leave, 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 that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in *loco parentis*, and who is of any age.
- **"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in *loco parentis* to the person. This term does not include parents-in-law. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- **"Spouse"** means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered

into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or a same-sex partner in marriage.

- **"Key employee"** means a salaried FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the FMLA Leave request.
- **"Serious health condition"** means an illness, injury, impairment or physical or mental condition that involves either:
 - Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
 - Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
 - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
 - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
 - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **"Serious injury or illness"** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- **"Qualifying exigency"** is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

When the reason for leave is Bonding Leave under either the Fed-FMLA or CFRA and both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them. However, the Company will not limit the spouses' entitlement to CFRA for any qualifying reason other than Bonding Leave. When the reason for leave is Family Care Leave and both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA. A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement may continue or be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or his or her family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider. Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore, forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employees' CFRA entitlement.

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

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant requests for additional occasions of leave lasting less than two weeks. Bonding Leave must be concluded within one year of the birth or placement of the child.

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

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons, must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA Leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not provide the certification as requested, the FMLA Leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee

encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued vacation to cover some or all of a Fed-FMLA leave. However, the Company will only require employees to use accrued vacation for CFRA leave if it is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long-term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave and Qualifying Exigency Leave will generally be provided with group health benefits for a 12-workweek period. When the reason for leave is for a pregnancy disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances,

the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during their CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or a reduced scheduled FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

Confidentiality

Documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

Nondiscrimination

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that his or her Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Additional Documentation

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave per pregnancy. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

Duration

The Company will provide employees with pregnancy disability leave for a period not to exceed four months per pregnancy. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

Benefits

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee's control.

Integration with Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation, sick or other paid time off (PTO) benefits during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation, sick leave or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies the Company that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after she notifies the Company of her readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform

safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

Family Military Leave

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse (including a same-sex spouse) or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide SearchPros with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. SearchPros may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

SearchPros will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

School or Child Care Activities Leave

An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades one to 12 may take up to 40 hours of leave per school year to participate in any of the following:

- Finding, enrolling or reenrolling 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.

"Parent" includes parent, guardian, stepparent, foster parent, grandparent and persons who stand in the place of a parent (*in loco parentis*) to a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays); and
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their on-site supervisor. Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor as soon as practicable.

The Company may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

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

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

School Discipline Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off to attend a school conference involving the possible suspension of their child.

To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that his or her appearance at the school has been requested.

SearchPros may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave must utilize their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

Military Leave

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, he or she should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Eligibility for Leave - USERRA

SearchPros provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when

activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, absence from work for an examination to determine fitness for such duty and absence to perform funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave - USERRA

Advance notice of leave is required, preferably in writing, unless giving notice is impossible or unreasonable or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Compensation and Benefits During Leave - USERRA

Accrued, unused vacation or paid time off (PTO) will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense for up to 24 months or during the remaining period of service, whichever is shorter.

Reinstatement - USERRA

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled workday following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days, must apply for reemployment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate he or she would have attained if no military leave had been taken.

California Military Leave

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard or Naval Militia.

Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the national guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which he or she serves in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, he or she made application for reemployment within 40 days of being released from service; if the employee left part-time employment, he or she made application for reemployment within five days of being released from service; and
- The employee's position was not temporary.

Following reemployment, the Company will comply with USERRA Job Protection Guidelines and not terminate the employee without cause.

SearchPros will not discriminate against members of the military or naval services of California or the United States.

Emergency Responder Leave

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty or engages in fire, law enforcement or emergency rescue training. In the event you need to take time off for this type of emergency duty, please alert your supervisor or Human Resources before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law.

Civil Air Patrol Leave

SearchPros will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

SearchPros will provide eligible employees with up to 10 days per year of leave, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and SearchPros approves the extension. To be eligible for leave, employees must have been employed by SearchPros for at least 90 days immediately preceding the start of the leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. SearchPros may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to his or her prior position without loss of status, pay or other benefits.

Jury and Witness Duty Leave

Employees must notify their supervisor with notice of any jury summons or subpoena or court order within a reasonable time after receipt and before their appearance is required. Verification from the court clerk of having served or appeared may be required.

Under no circumstances will employees be terminated, coerced or penalized because they request or take leave in accordance with this policy.

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable except that exempt employees will not incur any reduction in pay for partial day's absence due to jury or witness duty. Employees may use vacation, personal leave or compensatory time off that is otherwise available to the employee for time spent responding to a summons and/or subpoena, for participating in the jury selection process or for serving on a jury or as a witness. Employees may retain any mileage allowance or other fees paid for the jury or witness duty.

Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

Domestic Violence, Sexual Assault or Stalking Victim Leave

SearchPros will provide time off to any employee who is a victim of domestic violence, sexual assault or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional.

Additionally, an employee who is a victim of domestic violence, sexual assault or stalking may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center; (3) to

obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and should consult that policy and/or Human Resources for additional information.

SearchPros will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, SearchPros will notify the employee before any information is released.

SearchPros will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative.

Crime Victim Leave for Certain Felonies

SearchPros prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Court Proceedings for Serious Crimes

SearchPros prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Time Off to Vote

SearchPros encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Any employees who do not have sufficient time outside of working hours to vote in a statewide public election, while the polls are open, may take up to two hours off from work, without loss of pay. Any additional time off will be without pay. Employees must take the time off at the beginning or end of their regular work schedule, whichever allows the most free time for voting and the least amount of time off from work, unless mutually agreed otherwise.

Employees must provide an indisputable reason for and give 10 days' notice of the need to have time off to vote.

Election Officer Leave

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid and any available PTO must be used.

SearchPros asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

Domestic Violence, Sexual Assault or Stalking Victim Leave

SearchPros will provide time off to any employee who is a victim of domestic violence, sexual assault or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional.

Additionally, an employee who is a victim of domestic violence, sexual assault or stalking may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center; (3) to obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and should consult that policy and/or Human Resources for additional information.

The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative.

Crime Victim Leave for Certain Felonies

SearchPros prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Court Proceedings for Serious Crimes

SearchPros prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Pay Practices

Payment of Wages

You will be informed of your pay schedule during the Offer Letter process. Employees will be paid according to the contract with the Client Company not to exceed Bi-Weekly on Friday by direct deposit depending on your specific assignment.

If the regular payday falls on a company-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday via their individual ADP Portal.

Paycheck Deductions

SearchPros is required by California and federal laws to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state income taxes, Social Security or wage garnishments. Depending on the benefits employees choose, deductions expressly authorized in writing by the employee to cover insurance premiums or other benefit premiums may also occur.

SearchPros will not make any deduction from an employee's wages which is not either authorized by the employee in writing or permitted by California or federal law.

The amount of all deductions will be listed on an employee's pay stub.

Reporting Errors and Obtaining More Information

If any employee, exempt or nonexempt, has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, please contact the SearchPros Payroll Department.

Every report will be fully investigated, and SearchPros will remedy in a timely fashion.

SearchPros complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Discussion of Wages

No employee is prohibited from disclosing the amount of his or her wages. The Company will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises his or her rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law. This policy does not require disclosure of wages.

Work Schedules

The days and hours of work required by your specific assignment will be presented to you during the onboarding process.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work.

Your On-site Supervisor will schedule meal and rest breaks as appropriate. SearchPros complies with federal and California law in this regard. Employees should review the Company's Meal and Rest Break policy for further information.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Meal and Rest Breaks

SearchPros complies with federal and state legal requirements concerning meal and rest breaks. SearchPros recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest breaks.

Meal Breaks

SearchPros provides at least a 30-minute meal break to employees who work more than five hours and a second 30-minute meal break to employees who work more than 10 hours in a workday, unless they have elected to waive a meal break in accordance with the Company's policy and state law. Employees are relieved of their duties during meal breaks and are allowed to leave the premises.

The Company provides meal breaks according to the following schedule:

An employee who does not work more than five hours in a workday is not provided with a meal break.

An employee who works more than five hours in a workday, but who does not work more than 10 hours in a workday, is provided with a 30-minute meal break that is available before the end of the fifth hour of work, subject to any meal period waiver in effect.

An employee who works more than 10 hours in a workday is provided with a second 30-minute meal break that is available before the end of the 10th hour of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

The Company does not pay nonexempt employees for meal breaks, so nonexempt employees must record the start and stop times of their meal breaks.

Rest Breaks

Employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof (i.e., more than two hours). SearchPros authorizes and permits rest breaks according to the following schedule:

A nonexempt employee who works less than three and one-half hours in a workday is not entitled to a rest break.

A nonexempt employee who works three and one-half hours or more in a workday, but who does not work more than six hours in a workday, is entitled to one 10-minute rest break.

A nonexempt employee who works more than six hours in a workday, but who does not work more than 10 hours in a workday, is entitled to two 10-minute rest breaks.

A nonexempt employee who works more than 10 hours in a workday, but who does not work more than 14 hours in a workday, is entitled to three 10-minute rest breaks.

Whenever practicable, rest breaks should be taken near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early or extending a meal break.

Because rest breaks are paid, nonexempt employees should not clock out for them.

Any nonexempt employee who is not provided with a timely, uninterrupted and at least 30-minute meal break, or who is not authorized and permitted to take a rest break according to this policy, is immediately entitled to a meal or rest break premium. Any supervisor who knows or should reasonably know that a meal break or rest break was not provided in accordance with this policy should arrange for a premium to be issued to the employee. Employees are responsible for reporting to their SearchPros Recruiter any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Any employee who feels that he or she is owed a premium as a result of this policy, but has not received the premium, should report the missing premium immediately to Human Resource's.

Discipline

Any employee, supervisor or manager who fails to observe meal and rest break policies will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to any manager or Human Resources. Every report will be fully investigated, and corrective action will be taken if appropriate.

In addition, SearchPros will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

Lactation Accommodation

SearchPros will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during days in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable. Lactation is considered a pregnancy-related condition under California law.

Employees should discuss with management the location for storage of expressed milk. In addition, employees should contact Human Resources during their pregnancy or before their return to work to identify the need for a lactation area.

Timekeeping

Non-exempt Employees

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

All non-exempt employees are required to enter their time using the Online Timekeeping portal or the Time Keeping system used by the client company to which they are assigned.

All time worked must be accurately reported on your time record.

Employees must record their own time at the start and at the end of each work period.

Employees must record the start and end of each meal period.

Employees also must record any time they leave the premises for any reason other than SearchPros business.

Employees will be required to certify that their time record is accurate.

Allowing another employee to enter your time worked is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor.

Nonexempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of SearchPros' policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, he or she should report the incident immediately to a supervisor or Human Resources.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Refusal to work scheduled overtime may result in disciplinary action up to and including termination. Nonexempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, 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. Additionally, employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in writing and in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action.

For overtime pay calculation purposes, the workday begins at 12:00am and ends at 11:59pm.

Benefits Overview

Benefit plans offered by SearchPros are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Employee Handbook. Plan documents, if applicable, are available for employees' inspection. SearchPros and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the SearchPros.

Full-time employees are eligible to receive all employment benefits offered by SearchPros. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The cost of all health benefits is on a pre-tax basis.

Employees should contact Human Resources for detailed benefits information.

Medical and Dental/Vision Insurance

SearchPros currently offers Medical and Dental/Vision insurance to eligible employees and their spouses, dependents and other qualifying family members in an equitable and cost-effective way and in compliance with applicable state and federal laws.

Employees have up to **30** days from the start date of employment to select their Medical and Dental/Vision insurance. Once the selection is made it will remain fixed for the remainder of the plan year; however, employees will have an opportunity to make changes to their benefit selections during the Company's annual open enrollment period.

Employees who experience a qualifying life event such as marriage, divorce or the birth of a child will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

Other Benefits

In addition to Medical and Dental/Vision Insurance, SearchPros makes the following benefits available to all full-time employees:

- Medical Indemnity Plans
- Life and AD&D Insurance
- Short Term Disability Insurance
- 401(k) and Roth 401(k) Plans

Contact Human Resources for information regarding these benefit plans.

Same-Sex Marriages and Domestic Partnerships

SearchPros complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses and domestic partners. In California, marriage is considered a personal relationship arising out of a contract between two persons, which includes same-sex spouses. Registered domestic partners have the same rights as spouses. Employees should contact Human Resources if they have any questions regarding benefits eligibility for themselves, their spouses or domestic partners.

Disability Benefits

Short-term disability (STD) benefits are available to eligible employees.

Short-Term Disability Benefits

STD benefits provide partial income protection for employees who are unable to work due to medical reasons for up to 26 weeks in a calendar year. STD includes loss of work due to hospitalization, outpatient surgery, illness or injury not related to work.

Employees out on STD are required to submit documentation from a doctor or licensed health care professional authorizing the employee to return to work.

STD benefits will be used concurrently with all federal or state required leaves of absence.

Employees should contact Human Resources with any questions.

Family Leave Insurance

Employees may be eligible for up to six weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care with the employee; or
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact their supervisor or Human Resources Department and comply with applicable eligibility, notice and certification requirements when required by state or federal law.

Amount and Duration of Benefits

The weekly benefit amount is approximately 55 percent of the employee's earnings and is subject to a state-imposed cap. Employees may receive up to six weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

Employees will be subject to a seven-day waiting period before being able to receive PFL benefits. A week of vacation or paid time off (PTO) will be applied to the waiting period. The waiting period does not apply to new mothers transitioning from state disability insurance benefits to PFL benefits.

When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees are required to use any accrued but unused vacation or PTO, up to a maximum of two weeks prior to receiving PFL benefits. Employees may choose to use accrued but unused paid time in excess of two weeks.

Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. SearchPros provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform the SearchPros Human Resources Manager. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage. Failure to report a work-related injury and/or complete and return requested forms may result in disciplinary action up to and including termination of employment. Post-incident drug testing may be required if there is reason to believe that drug or alcohol use is involved.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the SearchPros' leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

Fraud

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

Safety and Security

Workplace Violence

The safety and security of employees is of vital importance to SearchPros. Therefore, we have adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect company employees or that occur on the Company's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of SearchPros, including, but not limited to, company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or his or her family, friends, associates or property with harm;

- The intentional destruction or threat of destruction of SearchPros property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, workplace violence refers to behavior that is personally threatening or intimidating.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that may be threatening to the employee or his or her co-worker to a supervisor, manager or Human Resources.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with SearchPros. We will make the sole determination of whether and to what extent threats or acts of violence will be acted upon SearchPros. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and he or she has written permission from his/her onsite manager. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Workplace Bullying

SearchPros does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Reporting and Response

Employees who are subject to or witness workplace bullying are encouraged to notify Human Resources immediately. SearchPros will promptly investigate the complaint. SearchPros will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, SearchPros will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling and other actions. SearchPros will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

SearchPros strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating truthfully in an investigation of bullying.

Work-Related Injuries or Illnesses

An employee who sustains a work-related injury or illness should immediately inform SearchPros. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Smoke-Free Workplace

SearchPros provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building or within 20 feet of main entrances, exits, operable windows, or ventilation system intakes. Smoking is only permitted in designated smoking areas during scheduled work breaks. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

Health and Safety

The health and safety of employees and others on Company property are of critical concern to SearchPros. We strive to attain the highest possible level of safety in all activities and operations. SearchPros also intends to comply with all health and safety laws applicable to our business.

To this end, SearchPros must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor immediately, even if they believe they have corrected the problem. If an employee suspects a concealed danger is present on Company premises or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, the employee must immediately bring it to the attention of his or her supervisor. Supervisors should immediately arrange for the correction of any unsafe condition or concealed danger and should contact the Executive Management Team regarding the problem.

Periodically, SearchPros may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Failure to strictly comply with rules and guidelines regarding health and safety, or negligent work performance that endangers health and safety, will not be tolerated.

Additionally, SearchPros has developed a written Injury and Illness Prevention Program as required by law. Employees may receive a copy of this program by contacting Human Resources. It is employees' responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to their job.

Any workplace injury, accident or illness must be reported to an employee's supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported. First aid remedies for minor headaches and minor injuries will be kept in the SearchPros lunch room.

Drug-Free Workplace

SearchPros strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and, while at work, remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

SearchPros strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. The Company treats marijuana the same as any other illegal drug and will not accommodate the use of medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

An employee may be required to undergo a drug/alcohol test if an on-site manager suspects that the employee may be under the influence of drugs or alcohol and reports it to SearchPros. This suspicion could be based on any of the following: behavior uncharacteristic of the employee, smell or odor emanating from the employee, appearance or other characteristics associated with drug or alcohol use. Refusal to undergo a drug/alcohol screen will be construed as admission of drug/alcohol use.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

SearchPros reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect his or her ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting SearchPros will be provided an opportunity to pursue counseling and rehabilitation. SearchPros will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation time, sick leave or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee may not return to work until released by a treatment provider to do so and he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Use of Company Equipment and Resources

Company Equipment

When using Company property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment appears to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment used on the job should consult their supervisor.

Company Resources

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. SearchPros' resources are limited and should be used for business transactions only and not for personal use, except as provided in the Electronic Resources policy in this Employee Handbook.

Electronic Resources

This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of The Company's business.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

No Solicitation

The Company's electronic resources must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of electronic resources.

Software Code of Ethics

Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

SearchPros reserves the right to audit any company computer to determine what software is installed on the local drive(s).

Employee Responsibility

Each employee is responsible for the content of all text, audio or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of The Company. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of SearchPros, and should be considered company information. SearchPros reserves the right to retrieve and read any message composed, sent or received using the Company's electronic resources, including all computer equipment, cell phones, tablets and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email Content Screening

SearchPros maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

SearchPros may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that he or she does not want the Company to monitor, the employee should use a personal email address and personal computer equipment. If an employee does use company equipment, he or she consents to any monitoring by the Company and should understand that he or she has no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto their computer or any drive in that computer.

Separation from Employment

Employees of SearchPros are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Confidentiality Agreements and Arbitration Agreements will remain in effect.

Reasons for termination include, but are not limited to, the following:

Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement and job abandonment. An employee is considered to have abandoned his or her job if he or she fails to report to a job within **3** days and has not notified the Company of his or her intention to resign.

Employees who voluntarily leave the Company are encouraged to provide SearchPros with a minimum of two weeks' notice, ideally in writing, in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for re-hire.

Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur "for cause" or for reasons "other than cause."

Involuntary terminations "for cause" include, but are not limited to, terminations for violating company policy, misuse or theft of resources, falsification of information, excessive absences/tardiness or unsatisfactory work performance.

Involuntary terminations for reasons "other than cause" include, but are not limited to, a reduction in workforce.

Pay Upon Termination

Final wages will be paid in accordance with California law.

Completion of Temporary Assignment

Upon completion of your temporary assignment, you must notify SearchPros and report your availability for future assignments. If an immediate assignment is not available, you must call in each week with your availability status so that we may continue seeking future opportunities for you.

Return of Company Property

Employees are required to return all company property (e.g., computers, passwords, ID badges, credit cards) and Electronic Property (e.g. copies of email or other data on personal devices) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. No information belonging to the Company may be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

References / Verifications of Employment

SearchPros is your employer of record and all reference requests and Verifications of Employment must be faxed to SearchPros at (916) 669-8068 and must include an Authorization to Release Information signed by the employee. If an employee authorizes disclosure in writing, we will also provide a prospective employer with information on the amount of the salary or wage last earned.