Door Automation Corp.

Employee Handbook



ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Door Automation Corp. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Door Automation Corp. adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

This handbook supersedes all prior handbooks.

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Section 1 – Governing Principles of Employment

1-1. Introduction

For employees who are commencing employment with Door Automation Corp. ("Door Automation Corp." or "the Company"), on behalf of Door Automation Corp., allow me to extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Door Automation Corp. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Door Automation Corp. and Prestige are in a co-employment work relationship. This means that Door Automation Corp. handles the day-to-day operations related to its core business. Prestige handles the administrative responsibilities, such as payroll processing and benefits, and supports the company with human resource issues.

You should have already signed an Employment Agreement outlining your employment relationship with Prestige. Contact your supervisor or a Prestige payroll or human resource specialist if you have any questions.

Our HR Contact: Lahna Finstad, Controller Lahna@doorautomation.com

Prestige Contact: Please find the contact information for your assigned HR Business Partner by logging into the Prestige

Employee Portal: https://www.prestigepeo.com or through your PrestigeGO App.

Sincerely,

Joshua Gatoff

Owner, Door Automation Corp.

1-2. Equal Employment Opportunity

Door Automation Corp. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Door Automation Corp.'s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Employee's Supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and an appropriately identify other possible accommodations, if any. The individual will be notified of The Company's decision regarding the request within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1-3. Drug-Free And Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, Door Automation Corp. has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of

employment.

Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by Prestige's health care plan coverage or drug and alcohol abuse rehabilitation and education programs.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry

1-4. Workplace Violence

Door Automation Corp. is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

Door Automation Corp. does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Door Automation Corp. specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Door Automation Corp. does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co- worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Door Automation Corp.'s ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy. If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

1-5. Anti-Harassment

Door Automation Corp. and Prestige are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, coworkers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Door Automation Corp. and Prestige will promptly take any necessary and appropriate disciplinary action.

Door Automation Corp. and Prestige will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

- 1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnamera or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
- 2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - 1. Submission to such conduct is an explicit or implicit term or condition of employment;
 - 2. Employment decisions are based on an employee's submission to or rejection of such conduct; or
 - 3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Complaint Procedure

Door Automation Corp. and Prestige provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the HR contact at Prestige. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment or discrimination.

When you call the Prestige, please be sure to leave your name, Prestige employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Door Automation Corp. and Prestige will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Door Automation Corp. and Prestige may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

- 1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
- 2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Door Automation Corp. and Prestige will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

Duties of Employees and Supervisors

All employees of the company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify Prestige so an investigation may promptly proceed. The company and Prestige may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

Section 2 - General Standards of Conduct

2-1. Workplace Conduct

Door Automation Corp. endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- 1. Obtaining employment on the basis of false or misleading information.
- 2. Stealing, removing or defacing Door Automation Corp. property or a co-worker's property, and/or disclosure of confidential information.
- **3.** Completing another employee's time records.
- 4. Violation of safety rules and policies.
- 5. Violation of Door Automation Corp.'s Drug and Alcohol-Free Workplace Policy.
- **6.** Fighting, threatening or disrupting the work of others or other violations of Door Automation Corp.'s Workplace Violence Policy.
- 7. Failure to follow lawful instructions of a supervisor.
- 8. Failure to perform assigned job duties.
- **9.** Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- **10.** Gambling on Company property.
- **11.** Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
- 12. Wasting work materials.
- **13.** Performing work of a personal nature during working time.
- 14. Violation of the Solicitation and Distribution Policy.
- 15. Violation of Door Automation Corp.'s Harassment or Equal Employment Opportunity Policies.
- 16. Violation of the Communication and Computer Systems Policy.
- 17. Unsatisfactory job performance.
- 18. Any other violation of Door Automation Corp policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Door Automation Corp. reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Door Automation Corp. will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling A conversation with an employee explaining that the employee's conduct or poor
 performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more
 severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the
 employee's personnel file.
- Written Counseling A written document or memo that describes the unacceptable conduct or performance of the
 employee and specifies needed changes or improvements. A copy of the written counseling generally will be
 retained in the employee's personnel file.
- Termination If an employee fails to follow acceptable conduct or performance standards, the company may terminate the employee's employment.

Depending on the specific circumstances, the company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

2-2. Use Of Communications And Computer Systems

Door Automation Corp.'s communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Door Automation Corp. systems.

Door Automation Corp. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, Door Automation Corp. may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence. The employee will be responsible to repay for any Apps, movies, videos purchased on company owned devices.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Door Automation Corp. intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the company. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the company, up to and including immediate termination or legal action by the copyright owner.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

2-3. Weapons

Door Automation Corp. strives to provide a safe and secure workplace for employees, clients, customers and visitors. The company has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities, company-provided vehicles and equipment that are either leased or owned by the company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, Door Automation Corp. reserves the right to request inspections of any employee and their personal effects while on company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked vehicle,

or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy you should immediately report this information to their onsite supervisor.

Section 3 – Operational Policies

3-1. Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing the employee's supervisor of any changes. Employees also should inform the employees' supervisor of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out-of-date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problems.

To ensure that your personnel file is up to date at all times, notify your supervisor or your payroll specialist of any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, or the individuals to notify in case of an emergency.

3-2. Working Hours And Schedule

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Door Automation Corp. may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

3-3. Overtime

Like most successful companies, Door Automation Corp. experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Wednesday and ends 168 hours later at 12 a.m. on the following Tuesday.

3-4. Vehicle Usage Policy

Travel Time

Travel from home to the first work location and from the last location back home is considered standard commuting time and is not compensable unless:

- The travel involves transporting work-related tools, supplies, or equipment.
- Due to a work-specific assignment, the commute exceeds the employee's normal commuting distance.
- Any time spent performing work-related tasks (e.g., reviewing schedules, checking emails, or making calls) during the commute will be compensable.
- The travel time exceeds 1 hour to and from their first and last job of the day.
- Travel begins before 7:00 a.m., guaranteeing employees compensation for any travel time beyond the first hour

Work-related travel during the day, including travel between worksites, is compensable and must be recorded accurately in the timekeeping system. Employees must review text messages, emails, and schedules before leaving home to ensure no changes to the day's assignments. Stops for personal reasons will not be compensable.

Technicians will be paid portal-to-portal (home to the worksite and back) for emergency calls at the applicable overtime rate. If a technician is rerouted to a farther location during travel, travel time will be paid from the point of rerouting. No additional travel time will be paid if the rerouted location is closer than the original destination.

Repairs and Maintenance of Company Vehicles

Required company vehicle maintenance is the responsibility of the assigned vehicle operator. Standard maintenance includes (but not limited to) oil changes, inspections, tire rotations, and/or fluid replacements. Employees are expected to bring the vehicle to the Firestone or other preapproved Company Service Location with prior notification to the office. Employees will be compensated for two hours of travel time on the day of service. All vehicles must include:

- Current registration
- Current insurance
- EZ Pass
- First Aid kit
- Folder with files to report vehicle accidents and worker's compensation incidents

Company Vehicle Usage

Company vehicles are for work-related use only. Unauthorized personal use may result in disciplinary action, including termination. Employees must travel directly between home and work locations, except for work-related tasks or preapproved personal stops. Employees must clock out during personal stops. If a stop is made before starting work-related travel, compensable travel time will begin only after the stop is complete.

All employees are responsible for appropriately using and maintaining the company vehicle and all tools assigned to them. Employees are responsible for ensuring company vehicles are clean, in good working condition, and adequately equipped with required documents (insurance, registration, EZ Pass).

All employees who park in NYC for work must download the ParkNYC app, link their company credit card as the payment method, and pay for all job-related parking through the app. A screenshot or digital receipt from each parking session must be attached to the day's service report. Any violations received for failure to use the ParkNYC app will be the technician's personal responsibility to pay. The app can be downloaded at **ParkNYCapp.com**

All efforts to locate parking should be made at the service location. If a technician is unable to find a legal and appropriate parking space within one hour, any violations incurred during that time will be the company's obligation. If this is the case, documentation on the service report is required as well as contacting the office. In the event that a court appearance is necessary, the vehicle driver will be responsible for attending the hearing on behalf of the company.

On - Call Rotating Schedule

On-call technicians will receive 2 hours of straight-time pay for being on-call. Technicians will be paid portal-to-portal at the applicable overtime rate for all time spent responding to emergency calls. If a second emergency call is received while the technician is working on the first call, the technician will remain on the clock until the second call is completed and they return home. Should a conflict arise with the schedule, it is the responsibility of the technician to find a technician to over the shift. This must be reported to the service department via phone, text, and/or email.

Overnight and Double Shifts

Technicians working overnight shifts will accrue overtime pay for hours worked beyond 40 in a workweek. Technicians who work a double shift may elect one of the following options: (1) Work the full day, (2) Take a PTO day, or (3) Begin work at a later start time of 11:00 AM.

Meal and Rest Breaks:

Technicians who work shifts longer than 6 hours are entitled to a 30-minute unpaid meal break per New York law. Employees are given appropriate rest breaks for overnight or extended shifts consistent with legal requirements.

3-5. Expense Reimbursement

The company may reimburse pre-approved work-related expenses, including but not limited to:

- Fuel for company vehicles used for work purposes
- Tolls and parking fees
- · Meals and lodging for overnight or out-of-town assignments

Pre-approval is required for all expenses except in emergencies. Employees must submit receipts within 5 business days for reimbursement.

3-6. Timekeeping

Door Automation Corp. runs a workday in quarterly increments, and work time is rounded to the nearest 15-minute increment. The schedule is the same for changing location for billing purposes and ending the workday. If a technician arrives early at a job site and begins work with the property manager's permission, they must clock in immediately and notify dispatch. Rounding will be applied fairly to ensure all employees are compensated for the actual time worked.

Example:

6:52 am - 7:07 am - start time is 7:00 am 7:08 am - 7:22 am - start time is 7:15 am 7:23 am - 7:37 am - start time is 7:30 am 7:38 am - 7:52 am - start time is 7:45 am 7:53 am - 8:07 am - start time is 8:00 am

Any and all hours worked within a pay week will and must be paid on the paycheck for that pay period. Hours worked may not be paid in any subsequent weeks.

3-7. Merit-Based Increases

It is Door Automation Corp.'s policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Exempt employees are employees who are not subject to the Fair Labor Standards Act's (FLSA) minimum wage and overtime pay requirements. However, classification laws vary by state, so employers should ensure they classify employees correctly according to their state laws.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Door Automation Corp. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary

review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Door Automation Corp. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures; Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled workday
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Prestige human resource specialist or any other supervisor in Door Automation Corp. with whom the employee feels comfortable.

3-9. Your Paycheck

Employees will be paid weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Door Automation Corp. is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Employee's Supervisor and Prestige human resource specialist immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

Section 4 - Benefits

4-1. Vacation Policy

The Company recognizes the importance of employees' having the opportunity to have leisure time and attend to nonwork matters. Therefore, the Company will attempt to grant all exempt employees vacation leave at the time they desire to take it. However, the Company must maintain adequate staffing at all times. Therefore, vacations must be scheduled in advance and with prior written approval of the employee's supervisor. Vacation requests of 3 or more days need to be submitted 10 business days in advance.

Eligibility

All regular, full-time, exempt employees are eligible for vacation.

Vacation is earned by the eligible employee after their 90-day probationary period is completed.

- 1st year of employment 0 vacation days, 5 sick days front loaded
- 2nd year of employment
 5 vacation days plus 5 sick days
- 3rd year of employment

 10 vacation days (capped) plus 5 sick days

Vacation Scheduling Conflicts

When conflicts develop, they will be resolved fairly, but as deemed appropriate by management. All other factors being equal, preference will generally be given to the employee who makes the earliest request, but other legitimate factors may be considered, including seniority and the amount of vacation time already taken by the employees involved.

Emergency Coverage Scheduling Policy

If you are scheduled to provide emergency coverage, you are required to work your scheduled shift on the day before and the day after your vacation. You are not permitted to take these days off as part of your vacation. Emergency coverage obligations must be fulfilled as scheduled.

Minimum Vacation Time Increments

Vacation may be taken by eligible employees, with prior supervisory approval, at times that best meet the requirements of the Company. Employees must take vacation time in increments of at least 4 hours. It is each supervisor's responsibility to monitor such absences and to ensure that they do not become excessive in relation to the hours worked by the employee.

Notice of Absence

Generally, requests for vacation days must be submitted to the supervisor at least two weeks in advance.

Unused Vacation Time

An employee may not carry forward any unused vacation time from one calendar year to the next. The Company will pay employees for up to a max of five (5) unused vacation days at the end of the calendar year.

Termination of Employment

Upon termination of employment, all accrued but unused vacation time will be paid at the rate of pay applicable at the time of termination of employment.

4-2. Sick Time Policy

The Company recognizes that employees will occasionally need time off from work to recover from an illness, to address their medical needs or to address the medical needs of a family member.

For this purpose, regular full-time employees will be granted five (5) sick days per year. Employees can begin using their sick leave as soon as it's earned.

Sick leave may be used for purposes authorized under applicable federal, state, or local paid sick leave or similar laws, including without limitation the following purposes: (a) in connection with the diagnosis, care, or treatment of an existing illness, injury, health condition of, routine medical appointment or preventive care for, the employee or the employee's Family Member; (b) in connection with a bone marrow and/or organ donation by an employee or an employee's Family Member; (c) closure of the employee's place of business by order of a public official due to a public health emergency or pandemic; (d) closure or unavailability of the school or place of care for a Child by order of a public official due to a public health emergency or pandemic; (e) for an employee who is a victim or has a Family Member who is a victim of family violence, domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, to participate in safety planning, or for similar uses allowed under applicable federal, state, or local law.

To use sick time, an employee must notify the Company of his/her intended absence in the manner and following the procedure the Company designates, in its discretion. When the need to use sick time is foreseeable, an employee must provide 2 weeks' notice to the Company to use paid sick time. When the need to use sick time is not foreseeable, an Employee must provide notice to his/her supervisor as soon as practicable.

The Company reserves the right to require documentation from a health care professional to verify the need for sick leave and/or authorizing the employee to return to work.

Unused Sick Time

Unused sick leave cannot be carried over from one calendar year to the next.

Unused sick leave, if an employee is terminated, will be compensated provided that the employee has accumulated more than 1 hour of sick time for every 30 hours worked. Unused sick time will be paid out upon termination.

4-3. Paid Holidays

Full-time employees will receive these specific holidays off with pay any time they fall on a normally scheduled work day for the employee. Each calendar year our Company will distribute a schedule of the year's holidays. However, our Company reserves the right to change the schedule or eliminate paid holidays with or without notice. The following are generally the paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Here at Door Automation Corp, we recognize that certain holidays are important to our employees. For this, Door Automation Corp offers to recognize the following holiday(s) on the calendar: Good Friday

Since this day is not a federal holiday, the office is still open for the day but if an employee chooses to recognize the holiday, a prior request needs to be made to management. If the employee chooses not to recognize the holiday, then Door Automation Corp offers this holiday as a floater.

Holiday Hours – Early Closure 4 p.m. day prior to holiday. Closed on Holiday. Emergency Coverage in place based on pre-determined schedule.

To be eligible for holiday pay, non-exempt employees must work their last scheduled day before the holiday and the first scheduled day after the holiday, unless the employee is taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating a non-exempt employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

Exempt employees will not receive additional holiday pay but rather will be paid their regular salary for the week in which a holiday falls.

4-4. Excused Absence

The purpose of this policy is to establish guidelines for managing excused absences within the organization. This policy ensures that all employees are treated fairly and equitably when absences occur due to valid reasons, and that necessary documentation is provided when required.

Types of Excused Absences

The following types of absences may be considered excused if proper documentation is provided:

- 1. **Personal Illness**: Absences due to illness that prevent the employee/student from performing their work/school duties.
- 2. **Medical Appointments**: Absences for necessary medical appointments that cannot be scheduled outside of work or class hours.
- 3. **Family Emergencies**: Absences related to the illness or death of an immediate family member (e.g., spouse, child, parent).
- 4. **Bereavement Leave**: Absences due to the death of a family member.
- 5. **Religious Observances**: Absences for recognized religious holidays or practices.
- 6. Court Appearances: Absences required for jury duty or as a witness in court.
- 7. Military Leave: Absences for military service or training.
- 8. **Other Exceptional Circumstances**: Other absences deemed excused at the discretion of The Company including but not limited to natural disasters, accidents, or other unforeseen circumstances.

Notification Requirements

- Employees are expected to notify their direct supervisor/instructor of any anticipated absences as soon as possible via email and text, **at least 24 hours in advance**. In cases of emergencies, notification should be made as soon as feasibly possible.
- Failure to provide proper notice may result in the absence not being classified as excused.

Documentation Requirements

- Employees/students may be required to provide appropriate documentation to substantiate an excused absence. This may include:
 - Medical certificates or doctor's notes
 - o Death certificates or funeral service notices
 - Court orders or jury duty summons
 - o Religious observance verification (if applicable)

Approval of Excused Absences

 All requests for excused absences are subject to the approval of the supervisor/instructor. The supervisor/instructor will consider the reason for the absence, the documentation provided, and any operational needs.

Impact on Attendance Record

- Excused absences will not negatively impact attendance records, performance evaluations, provided that the employee adheres to notification and documentation requirements.
- In cases of excessive excused absences, the Company reserves the right to review the situation and determine appropriate steps, which may include offering support, modifying work schedules, or suggesting accommodations.

Unexcused Absences

Absences not falling within the types outlined above, or for which proper notification and documentation are not provided, may be classified as unexcused. Unexcused absences may result in disciplinary action, including but not limited to:

- Written warnings
- Deductions in performance evaluations

Conclusion

This policy aims to balance the needs of the Company with the well-being of its employees. We understand that there may be times when an absence is unavoidable, and we strive to handle these situations fairly and consistently.

4-5. Lactation Breaks

Door Automation Corp. will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult your supervisor or Prestige human resource specialist with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

4-6. Jury Duty

Door Automation Corp. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

4-7. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day

Section 5 – Leaves of Absence

5-1. Personal Leave

If employees are ineligible for any other Company leave of absence, Door Automation Corp., under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. Door Automation Corp. will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

5-2. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Door Automation Corp.can maintain proper coverage while employees are away.

5-3. Continuation of Benefits

All active, full-time employees covered by the Prestige Group Health Plan or the Prestige Health Care Flexible Spending Account (FSA) Plan may continue plan coverage for up to 12 weeks during an approved leave of absence, or for any longer period, as required by law.

While on leave, you must continue to pay any required contribution for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from your wages (e.g., supplemental life insurance, credit union loans, and 401(K) loans). Your failure to pay any required employee contributions does not relieve you of your obligation to pay such contributions. Contact the Prestige Contact Center at 866-715-3552 for details regarding employee contributions. For questions regarding 401(K) loan payments, contact Prestige Retirement Services at 888-401-5273.

If you do not return to work upon expiration of the applicable 12-week period (or such longer period as required by law), coverage will terminate, and you will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

If you do not return to work at the end of your leave, you are responsible for reimbursing the Company for any employee-share premiums the Company advanced on your behalf during the leave, as permitted by law. This obligation does not apply if your failure to return is due to circumstances protected by law (for example, a continuing serious health condition or circumstances beyond your control). Contact HR with questions or to arrange payment

Section 6 - New Jersey Addendum

This addendum is applicable only to employees working in the state of New Jersey and only amends those provisions that are specifically addressed below.

Equal Employment Opportunity

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with New Jersey law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to religious creed, ancestry, marital status, domestic partnership status, civil union status, familial status, atypical hereditary cellular or blood trait, nationality, affectional or sexual orientation, gender identity or expression, breastfeeding, military status, refusal to submit to genetic tests or make genetic test results available, hairstyles that are closely associated with race, or any other protected status in accordance with applicable federal, state, and local laws.

Policy Against Unlawful Harassment

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with New Jersey law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment based on religious creed, ancestry, marital status, domestic partnership status, civil union status, familial status, atypical hereditary cellular or blood trait, nationality, affectional or sexual orientation, gender identity or expression, military status, refusal to submit to genetic tests or make genetic test results available, or any other protected status in accordance with applicable federal, state, and local laws.

New Jersey Family Leave Insurance

Employees who are taking leave under the Company policies to bond with a newborn or newly adopted child or to care for a Family Member, as defined under applicable law (see New Jersey Family Leave Act policy, below), with a serious health condition or leave under the New Jersey SAFE Act ("SAFE Act") may be eligible for New Jersey Family Leave Insurance (NJFLI) benefits from the state of New Jersey. Eligibility for benefits and the maximum weekly benefit are determined by the state of New Jersey. Employees may be eligible for NJFLI benefits for up to twelve (12) weeks. An employee's job is not protected while they are receiving NJFLI Benefits unless they are eligible for FMLA, NJFLA leave, or SAFE Act leave.

For more information regarding NJFLI, please see **Our HR Contact**. If the Company does not completely and timely respond to your inquiries, you should contact Prestige.

Sick Leave (Frontload)

The Company provides paid sick leave in accordance with the requirements of the New Jersey Paid Sick Leave Act. Eligible employees will receive 40 hours of sick leave during each 12-month period. The Company defines a 12-month period for purposes of this policy only as running from [January 1 to December 31]. After successfully completing 120 days of employment, eligible employees may use paid sick leave for the purposes described below, up to a maximum of 40 hours during each 12-month period. At the beginning of each 12-month period, employees will be granted 40 hours of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

For purposes of this policy only "Family Member" is defined under the New Jersey Paid Sick Leave Act, and including, without limitation a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Leave under this policy may be used for the following reasons: (1) Diagnosis, care, treatment, or recovery for the employee's own mental or physical condition (inclusive of preventive care); (2) Diagnosis, care, treatment, or recovery for a Family Member's mental or physical condition (including preventive care); (3) Time needed under New Jersey SAFE Act Leave; (4) Time when the workplace, school, or childcare is closed by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; and (5) Time to attend a school-related conference or meeting.

If the need for sick leave is foreseeable, the Company requires up to seven (7) days advance written notice of your intention to take paid sick leave. If the need is unforeseeable, the Company requires that you give notice as soon as practicable. You may be required to complete a verification form confirming that you used your sick leave solely for authorized purposes. The Company may require you to provide documentation from a licensed health care provider after you use more than three (3) consecutive workdays as paid sick leave. Where the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable. The Company reserves the right to request verification of absence taken under this policy, as permitted under applicable law. Accrued, unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Company within six months of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the Family and Medical Leave Act or similar state laws.

The Company encourages employees to take time off under this policy and prohibits interference with any rights under this policy or retaliation against an employee for taking time off under this policy. For more information regarding this policy or to report any concerns or issues regarding this policy, employees should contact **Our HR Contact.**

New Jersey SAFE Act Leave

If you work at a New Jersey location with 25 or more employees, the Company provides up to twenty (20) days of unpaid leave to eligible employees who are victims of an incident of domestic violence or a sexually violent offense, or whose Family Member, as defined below, was a victim of an incident of domestic violence or sexually violent offense. Eligible employees have worked for the Company for at least 1,000 hours during the preceding 12 months.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Each incident of domestic violence or any sexually violent offense constitutes a separate offense for which eligible employees may take unpaid leave, provided that the employee has not exhausted the allotted 20 days of leave for the 12-month period.

Leave may be taken at once, or intermittently in intervals of no less than one day or on a reduced leave schedule basis upon approval from **Our HR Contact** for the following purposes:

- 1. seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence:
- 2. obtaining services from a victim services organization;
- 3. obtaining psychological or other counseling;
- 4. participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety from future domestic or sexual violence or to ensure economic security;
- 5. seeking legal assistance or remedies to ensure health and safety, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- 6. attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence pertaining to the employee or a family member.

For purposes of this policy only, "Family Members" include the employee's child, parent (including parent-in-law), sibling, grandparent, grandchild, spouse, domestic partner or civil union partner, or any other blood relative, or any other person with whom an employee can show a close association that is equivalent to a family relationship. The Company may require employees requesting leave under this policy to provide a certification that they or their Family Members are victims of domestic or sexual violence. If possible, employees must provide the Company with written notice of the need to take leave under this policy as far in advance as is reasonable and practicable. Employees may choose to use any accrued paid time off if available, for leave under this policy.

Employees may elect to use any available accrued paid time off for an absence under this policy. Employees taking leave under this policy may also be eligible for New Jersey Family Leave Insurance (NJFLI) benefits administered by the state of New Jersey.

For more information regarding this leave, please see **Our HR Contact**. If the Company does not completely and timely respond to your inquiries, you should contact Prestige.

Pregnancy Accommodation

The Company provides reasonable accommodations to employees when requested for reasons related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

Reasonable accommodations may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assistance with manual labor:
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a temporary leave of absence.

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

For more information about this policy please contact see **Our HR Contact**. If the Company does not completely and timely respond to your inquiries, you should contact Prestige.

New Jersey Family Leave Act Policy

If you work at a New Jersey location and your employer has 30 or more employees, in addition to the FMLA leave policy described in the Company Employee Handbook, the Company provides leave to eligible employees pursuant to the New Jersey Family Leave Act ("NJFLA"). Under the NJFLA, eligible employees may take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may take is 12 weeks within a 24-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for NJFLA leave, employees must have been employed for at least 12 months and must have worked at least 1,000 hours for the Company over the preceding 12 months.

Conditions Triggering Leave

NJFLA leave may be taken for the following reasons:

- 1. to care for the employee's child after birth (including a child conceived through a gestational carrier agreement), or placement for adoption or foster care;
- 2. to care for the employee's spouse (or domestic partner or partner in a civil union), child or parent (or parent-in-law, sibling, grandparent, grandchild, or any individual related by blood, or any other individual with a close association equivalent to a family relationship) who has a serious health condition;
- 3. in the event of a state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - o requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 - o prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the

- presence in the community of a family member in need of care by the employee would jeopardize the health of others; or
- results in the recommendation of a healthcare provider or public health authority that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee would jeopardize the health of others.

The maximum amount of leave that may be taken in a 24-month period for all reasons combined is 12 weeks. NJFLA will run concurrently with other leave policies, including FMLA, when the leave is covered by NJFLA and other leave policies.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "Family Member" means all persons defined in the NJFLA, including without limitation, a sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual who has a close association that "is the equivalent of a family relationship" with the employee.

"Parent of a covered individual" means a biological parent, foster parent, adoptive parent, resource family parent, parent-in-law, or step-parent of the covered individual, or a person who was a legal guardian of the covered individual when the covered individual was a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

"Child" means a biological, adopted, or foster child, a stepchild or legal ward of a covered individual, a child of a domestic or civil union partner of the covered individual, a resource family child, or a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

Identifying the 24-Month Period

The Company measures the 24-month period in which leave is taken by the "rolling" 24 month method, measured backward from the date of any NJFLA leave.

Using Leave

Eligible employees may take leave under this policy in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave is permitted at the same intervals as provided in the Company's paid leave policies. Leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

Concurrent Use of Other Leave Policies

Depending on the purpose for leave, this leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law. Additionally, employees taking leave under this policy may choose to use accrued paid leave concurrently with some or all of the leave taken under this policy. To substitute paid leave for NJFLA leave, employees should comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If an employee and/or their family participate in the Company's group health plan, the Company will maintain coverage during their leave on the same terms as if the employee had continued to work. If applicable, the employee must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for the employee and their family. Use of leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

Notice and Medical Certification

Unless prevented by a medical emergency, employees should provide notice to **Our HR Contact** of an employee's need for leave as soon as possible. In the case of a leave in connection with the serious health condition of a family member or intermittent bonding leave, an employee must provide notice no later than (15) days prior to the leave, except where emergent or unforeseen circumstances warrant shorter notice. Thirty (30) days advance notice must be provided for continuous bonding leave. Employees may be required to provide an appropriate health care certification in support of their request for leave under this policy.

Job Restoration

Upon returning from NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by NJFLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law.

Discussion of Wages

No employee is prohibited from inquiring about, discussing or disclosing their wages or the wages of another employee with any other employee or former employee, a lawyer from whom the employee seeks legal advice, or any government agency. We expressly prohibit retaliation against any employee for making such inquiring or engaging in such discussions or disclosures.

Emergency Responder Leave

The Company provides reasonable and necessary unpaid leave to employees who serve as volunteer firefighters, county or municipal volunteers for the Office of Emergency Management who respond to fire or emergency calls, or as part of a volunteer first aid, rescue or emergency squad to respond to a qualified emergency. A qualified emergency includes responding to a state of emergency declared by the President of the United States or Governor of this state, or being actively engaged in responding to an emergency alarm.

Employees must notify **Our HR Contact** at least one hour prior to their scheduled shift of the call to respond to a qualified emergency. Upon return, employees should provide a copy of the incident report and certification by the incident commander or other official confirming that the employee was actively engaged and necessary for the emergency response. The report should set forth the date and time the volunteer was relieved of emergency service duties.

Employees taking leave under this policy who need to be absent for more than one consecutive day because they were called to respond to a qualified emergency should notify **Our HR Contact** each day that they will be absent in advance of their shift.

Leave under this policy is generally unpaid. However, employees may elect to use their accrued but unused paid leave. In order to use paid leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

The Company reserves the right to deny leave under this policy to employees that it deems essential, as authorized under state law.

Bone Marrow or Organ Donor Temporary Disability Leave

Upon return from State Temporary Disability Leave, the Company will reinstate an employee who received New Jersey Temporary Disability Benefits as a result of donating an organ or bone marrow to their former position or an equivalent position of similar seniority, status, employee benefits, pay, and other terms and conditions of employment.

Section 7 - New York Addendum

This addendum is applicable only to employees working in the state of New York and only amends those provisions that are specifically addressed below.

Equal Employment Opportunity

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with New York law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to age (over 18); gender, actual or perceived sex, gender identity, and gender expression including a person's actual or perceived gender-related self-image, appearance, behavior, expression, or other gender-related characteristic, regardless of the sex assigned to that person at birth; childbirth and related medical conditions; predisposing genetic characteristics; ethnicity; immigration or citizenship status; creed; military or veteran status; domestic violence victim status, familial status; marital status; domestic partner or civil union status; traits historically associated with race, including, but not limited to, hair texture and protected hairstyles, such as braids, locks and twists; clothing or facial hair worn in accordance with the religious tenets; certain prior arrest or conviction records; sexual and reproductive health decisions; an individual's status as having a known relationship or association with a member or members of a protected category under applicable law; and if you work in New York City, partnership status; unemployment status; caregiver status; status as a victim of domestic violence, sexual violence or stalking; credit history; height; weight; or any other protected status in accordance with applicable federal, state, and local laws.

Policy Against Harassment

In addition to the protected statuses listed in the Company Employee Handbook, and in accordance with New York law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment based on age (over 18); gender, actual or perceived sex, gender identity, and gender expression including a person's actual or perceived gender-related self-image, appearance, behavior, expression, or other gender-related characteristic, regardless of the sex assigned to that person at birth; childbirth; predisposing genetic characteristics; immigration; citizenship, non-citizen, or undocumented status; ethnicity; creed; military or veteran status; domestic violence victim status; familial status; marital status; domestic partner or civil union status; traits historically associated with race, including, but not limited to, hair texture and protected hairstyles, such as braids, locks and twists; clothing or facial hair worn in accordance with the religious tenets; certain prior arrest or conviction records; sexual and reproductive health decisions; an individual's status as having a known relationship or association with a member or members of a protected category under applicable law; and if you work in New York City, partnership status; unemployment status; caregiver status; status as a victim of domestic violence, sexual violence or stalking, credit history, height; weight; or any other protected status in accordance with applicable federal, state, and local laws. This policy applies whether employees are on Company premises, at a Company-sponsored off-site event, working from home, traveling on behalf of our Company, or conducting Company business, regardless of location.

The Company is committed to creating a respectful, courteous work environment free of unlawful harassment of any kind, and the Company is committed to taking all reasonable steps to prevent it and address it. The Company will NOT TOLERATE harassment relating to any characteristic protected under applicable law by any employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. All employees are required to work in a manner that prevents harassment in the workplace. The Company will take disciplinary action, up to and including termination, against anyone found in violation of this policy. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. In addition to any disciplinary action we may take, up to and including termination of employment, offenders may also be personally liable, in the event of litigation, for damages and attorney's fees and other costs of litigation.

Harassment is against the law. All employees have a legal right to a workplace free from harassment, and employees can enforce this right by filing a complaint internally with the Company, or with a government agency or in court under federal, state or local antidiscrimination laws.

The Company's policy against unlawful harassment, discrimination and retaliation applies to all employees, including supervisors and managers, as well as to all unpaid interns and volunteers. The Company prohibits managers, supervisors and employees from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our employees.

What is Harassment?

Harassment refers to behavior that is related to any characteristic protected under the law (e.g., gender, religion, race) and that is personally offensive, intimidating, and hostile or interferes with work performance.

What is Sexual Harassment?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment is unwelcome verbal or physical behavior based on a person's gender. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance. Sexual harassment can occur between any individuals, regardless of their sex or gender.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
 - Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual
 experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

It is impossible to specify every action or all words that could be interpreted as harassment. The examples listed above are not meant to be a complete list of objectionable behavior.

What Are Other Kinds of Harassment?

In addition to sexual harassment, the Company prohibits all other harassment based any other protected characteristic as defined by applicable federal, state, or local law.

The following describes some of the types of acts that may be unlawful harassment and that are strictly prohibited:

- Epithets; derogatory comments, slurs or name-calling; racial or ethnic slurs; threats; offensive jokes;
- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, degrading or ridiculing another person or group;
- Hostile actions taken against an individual because of a protected characteristic, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - o Bullying, yelling, name calling.
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes, epithets or demands;
- Derogatory or offensive posters, cartoons or drawings; displaying offensive pictures, writings, symbols or objects;
- Making negative comments about an employee's personal religious beliefs, or trying to convert them to a certain religious ideology;
- Sharing inappropriate images, videos, emails, letters, or notes;
- Offensively talking about negative racial, ethnic, or religious stereotypes;
- Making derogatory age-related comments;
- Making offensive reference to an individual's mental or physical disability;
- Assault or other inappropriate physical contact.

It is impossible to specify every action or all words that could be interpreted as harassment. The examples listed above are not meant to be a complete list of objectionable behavior.

Who Can Be a Target of Harassment?

The law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where Can Harassment Occur?

Unlawful harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Reporting and Investigating Harassment

Preventing harassment is everyone's responsibility. The Company cannot prevent or remedy harassment unless it knows about. Any employee, unpaid intern, volunteer or non-employee who has been subjected to behavior that may constitute harassment is encouraged to report such behavior to a supervisor, manager, or **Our HR Contact**. If the Company does not completely and timely address your complaint of harassment, you should contact Prestige. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to the individual listed above.

Reports of harassment can be made verbally or in writing. A form for submission of a written complaint is available at the end of this handbook. All employees are encouraged to use this complaint form. Employees who are reporting harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf. Employees, paid or unpaid interns or non-employees who believe they have been a target of harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Any supervisor or manager who receives a complaint or information about suspected harassment, observes what may be harassing behavior or for any other reason suspects that harassment is occurring, is required to promptly notify **Our HR Contact**. If the Company does not completely and timely address your complaint of harassment, you should contact Prestige. In addition to being subject to discipline if they engaged in harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected harassment or otherwise knowingly allowing harassment to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Harassment

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. All persons involved, including complainants, witnesses and alleged harassers will be accorded the opportunity to protect their rights to a fair and impartial investigation. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

Any employee may be required to cooperate as needed in an investigation of suspected harassment. The Company prohibits employees from hindering internal investigations and the internal complaint procedure. The Company will not retaliate against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should generally be done in accordance with the following steps, as applicable and appropriate:

- Upon receipt of complaint, the designated investigator will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If a complaint is verbal, the designated investigator will encourage the individual to complete the "Complaint Form" in writing. If the individual refuses, the designated investigator will prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, the designated investigator will take steps to obtain and preserve them.
- The designated investigator will request and review all relevant documents, including all electronic communications.
- The designated investigator will interview all parties involved, including any relevant witnesses.
- The designated investigator creates a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - o A summary of prior relevant incidents, reported or unreported; and
 - o The basis for the decision and final resolution of the complaint, together with any corrective actions action(s).
- The Company will keep the written documentation and associated documents in a secure and confidential location.
- The Company will promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.

If the Company finds that harassment has occurred, it will take immediate appropriate corrective action, up to and including termination of employment of the offending employee, along with any additional steps necessary to prevent further violations of this policy.

The Company recognizes that false accusations may have serious effects on innocent persons. If, after investigation, it is clear that a person who has accused another of violating this policy has maliciously or recklessly made a false accusation, as opposed to a complaint which, even if erroneous, was made in good faith, the accuser will be subject to appropriate discipline, up to and including termination of employment.

Protection Against Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours). Neither the Company nor the law will not tolerate any form of retaliation against any employee who engages in protected activity. Protected activity occurs when a person has:

- made a complaint of harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving harassment under the New York State Human Rights Law or other anti-discrimination law;
- participated in any internal investigation involving harassment;
- opposed harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager;
- reported that another employee has been harassed; or
- encouraged a fellow employee to report harassment.

Any employee who engages in retaliation will be subject to disciplinary action, up to and including termination, as well as possible legal consequences. Retaliation is not only prohibited by the Company, but it is also prohibited by state, federal and local law, where applicable.

Even if the alleged harassment does not turn out to rise to the level of a violation of the law or the Company's policy, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful or prohibited by the Company's policy. However, the policy against retaliation is not intended to protect persons making intentionally false charges of harassment.

If you believe that you have experienced or witnessed retaliation, you should immediately report your concern to notify **Our HR Contact**, your supervisor, or any other supervisor. If the Company does not completely and timely address your complaint of retaliation, you should contact Prestige.

Legal Protections and External Remedies

Harassment is not only prohibited by the Company but is also prohibited by state, federal, and local law.

Aside from the internal process at the Company, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney. Note that this policy does not supersede any dispute resolution or arbitration agreements the Company may have with employees.

New York State Human Rights Law

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to harassment, and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within three years** in the case of the discrimination or sexual harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Employees experiencing sexual harassment in the workplace may call 1-800-HARASS-3, a free and confidential hotline to connect with pro bono attorneys on sexual harassment issues or submit a complaint.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY:1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from harassment and discrimination. Individuals who work in states apart from New York should contact the state in which they live or work to find out if any such law exists. Additionally, an individual should contact the county, city or town in which they live or work to find out if such a law exists. For example, employees who work in New York City may file complaints of harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Prohibition Against Discrimination Based on Reproductive Health Decision-Making

In accordance with Section 203-e to the New York Labor Law, the Company will not discriminate or retaliate against an employee based on an employee's or their dependent's reproductive health decision-making. "Reproductive health decision making" includes, but not is not limited to, the decision to use or access a particular drug, device or medical service. Specifically, the Company may not:

- Access information regarding reproductive health decision making of an employee or their dependent, without the employee's prior informed affirmative written consent;
- Discriminate or take any retaliatory action against an employee with respect to compensation, terms, conditions or privileges of employment because of or on the basis of an employee's or their dependent's reproductive health decision making; or
- Require an employee to sign a waiver or other document which purports to deny the employee the right to make their own reproductive health care decisions.

Additionally, the Company will not retaliate against an employee for exercising their rights under Section 203-e of the New York Labor Law. Specifically, the Company will not discharge, suspend, demote or otherwise penalize an employee for making or threatening to make a complaint to an employer, co-worker, or to a public body, that rights under this law have been violated; causing to be instituted any proceeding under or related to this law; or providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into such violation of law, rule or regulation by such employer.

Civic Duties

Jury Duty – If you work at a New York location with 10 or more employees, except as otherwise required by county or city ordinances, employees required to appear for jury duty on a regularly scheduled workday will be paid their regular compensation up to \$40.00 per day for the first three (3) days of jury duty service.

Voting – If there are fewer than four consecutive hours between the opening of the polls and the beginning of your workday or between the end of your workday and the closing of polls, you may take off so much working time as will enable you to vote in any election, without loss of pay for up to two (2) hours. Employees who need a leave of absence to vote should notify **Our HR Contact** prior to an election day. The Company may specify any time period, during which the polls are open, for the employee to leave work in order to vote.

Crime Victims/Witness Leave

Employees are permitted unpaid leave to attend court proceedings, consult with the district attorney, or exercise rights provided by the law in the following circumstances: (a) the employee is a victim of an offense, or the victim is the employee or the employee's next of kin, or the employee is a deceased victim's representative, a good Samaritan, or pursuing an application or enforcement of an order of protection under the criminal procedure law or family court act; or (b) the employee is subpoenaed to attend a criminal proceeding as a witness. Employees must notify **Our HR Contact** of their intent to appear as a witness prior to the day of attendance. Employees may be required to provide written verification of service by the party who sought the attendance or testimony.

New York Military Leave

If you work at a New York location, the Company complies with all New York Military Leave statutes and requirements. Eligible employees who leave a position in order to perform military service (as defined by state law), other than a temporary position, will be reinstated to their former positions or positions of like pay, seniority, and status following military service, unless circumstances have so changed as to make it unreasonable or impossible to do so. To qualify for re-employment, an employee must: (a) have a certificate of completion of military service duly executed by an officer of the applicable force of the organized militia; (b) be qualified to perform the duties of such position; and (c) make an application for reemployment within ninety days after they are relieved from such service.

Job protection is also afforded to persons on temporary military duty (drill or training). These employees must apply for reinstatement within ten (10) days of completing the temporary period of service. Reemployment rights are also available to any person who leaves employment to perform initial full-time training duty or initial active duty in the U.S. Armed Forces, except that application for reemployment must be made within sixty (60) days. Similar job protections are afforded to members of the reserves or organized militia who are discharged or suspended by employers because of membership and apply for reemployment within 10 days after discharge or suspension.

Family Military Leave Law

If you work at a New York location with 20 or more employees who work an average of 20 or more hours per week, the Company provides eligible employees with unpaid leave of up to ten (10) days during a military service member's leave or deployment. Eligible employees work an average of 20 or more hours per week and are the spouse of a member of the Armed Forces of the United States, National Guard, or Reserves who has been deployed during a period of military conflict to a combat theatre or combat zone.

Lactation Break/Accommodation

The Company provides reasonable accommodations for employees' pregnancy, childbirth, or related medical conditions, including accommodations for lactation. Before an employee returns from parental leave, the Company will seek to discuss with the employee whether the employee needs a reasonable accommodation to express breast milk at work. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. The Company will not unreasonably limit the amount of time or the frequency that an employee expresses breast milk. Generally, a reasonable amount of break time for purposes of this policy will be at least 20 minutes in every three hour period, if requested by the employee. Longer break times will be provided when the room designated for expression of breast milk is not in close proximity to the employee's work station, or if the employee otherwise needs additional time, and more frequent breaks will be provided if needed. We will provide this break time for up to three years following the birth of a child.

Employees can elect to take time to express breast milk during their regularly scheduled meal and rest breaks. An employee who uses their break time to express breast milk will be compensated to the same extent and in the same way that other employees are compensated for break time. If the break time cannot run concurrently with the meal and/or rest

breaks already provided to the employee, the break time will be unpaid for nonexempt employees. Where these additional breaks are required, employees should work with their supervisor regarding scheduling. A nonexempt employee can elect to work before or after their normal shift to make up the amount of time used during unpaid break time for expression of breast milk, so long as the additional time requested falls within the Company's normal work hours. The Company does not require the employee to work while pumping. However, if the employee works while pumping, the employee will be paid at their regular rate for that time.

The Company has designated room as a lactation room when employees are using the room to express breast milk. The Company will notify other employees that the room will be prioritized as a lactation room and may only be used for expressing breast milk during the time[s] when employees need the space and will post proper signage to ensure that it is free from intrusion and shielded from view of others while being used as a lactation room. The employees who need the room for pumping will be given priority use of the room and their pumping needs will determine the availability of the room for other purposes. The Company will ensure that the room is clean, free from intrusion and meets as many of the following requirements as possible: contains at least one electrical outlet, a surface to place a pump and other personal items, and a chair; and is near running water. When more than one employee needs to use the room to express breast milk, the Company will discuss alternative options with all employees who use the shared space to determine what arrangement addresses their needs. Options may include: finding an alternative space; sharing the space among multiple users with screens, curtains, or other privacy measures; or creating a schedule for use. If the multi-purpose room is unavailable for use as a lactation room when an employee needs it, the Company will provide an alternative space for temporary use as a lactation room. Even if the multi-purpose room is available, an employee who wishes to pump at their usual workspace will be permitted to do this so long as it does not create an undue hardship for the Company.

The Company does not have a refrigerator to store breast milk. The Company will discuss alternative options with the employee for where the employee may store their breast milk.

Employees may request a lactation accommodation by contacting immediate supervisor or **Our HR Contact**. A request may be made orally or in writing to immediate supervisor or **Our HR Contact** and should indicate that the employee will need accommodations for expressing breast milk at work. The Company will respond to a request for a lactation accommodation as quickly as possible. Under no circumstances will this amount of time exceed five (5) business days. The Company recognizes that employees' lactation accommodation needs may change over time. Employees may request changes to their existing lactation accommodation at any point.

If the Company believes that the lactation accommodation requested poses an undue hardship on the Company, the Company will discuss reasonable alternatives with the employee to accommodate the employee's needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request. The conversation between the Company and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation granted or denied. This process gives the employee an opportunity to have an open discussion with the Company about their needs, and the Company an opportunity to hear its employee and work with them to come up with an appropriate accommodation for the employee. The Company will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to immediate supervisor or **Our HR Contact**.

Adoption Leave

The Company provides employees who are adoptive parents the same leave and upon the same terms as parents taking leave for the birth of a child until that adopted child reaches the minimum age set forth by New York law.

Pregnancy Accommodation

If you work at a New York location, the Company, consistent with state law, will provide reasonable accommodations to employees who are birthing parents related to pregnancy, childbirth or related conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the Company shall explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- acquisition of equipment for sitting;
- more frequent or longer breaks;
- periodic rest;
- modifying work hours/schedules;
- job restructuring;
- break time and private non-bathroom space for expressing breast milk;

- modified work schedules: or
- time off to recover from childbirth.

The Company may require the employee to provide a certification in connection with a request for reasonable accommodation.

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

For more information, or if you require an accommodation, please contact **Our HR Contact**. If the Company does not timely or adequately address your inquiry or request, please contact Prestige.

Leave for Victims of Domestic Violence

The Company will provide reasonable time off as reasonable accommodation to employees who are victims of domestic violence, unless the employee's absence would cause an undue hardship to the Company. The time off may be used for the following reasons:

- To seek medical attention for injuries caused by domestic violence;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an incident of domestic violence;
- To participate in safety planning or to take other actions to increase safety from future incidents of domestic violence; or
- To obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident of domestic violence.

The employee will be required to use any available paid time off for such absences; if no paid time off is available, the time off will be unpaid. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Employees who require time off in accordance with this policy must provide advance notice to the Company. If advance notice is not feasible, the employee will be required to provide a certification to the Company within a reasonable time after return to work.

Employees who wish to request an accommodation under this policy should contact Our HR Contact.

Accommodations for Victims of Domestic Violence, Sex Offenses or Stalking (NYC Employees)

The Company will provide reasonable accommodations to employees working in New York City who are victims of domestic violence, sex offenses or stalking, unless providing the accommodation would cause an undue hardship on the Company's business operations.

The Company may request that an employee provide proof that they are a victim of domestic violence, sex offenses or stalking such as documentation from a victim's services agency, lawyer, clergy, medical provider, court or the police. Employees who wish to request an accommodation under this policy should contact **Our HR Contact**.

The Company will not refuse to hire, terminate or discriminate against any employee because the employee is, or is perceived to be, a victim of domestic violence, sex offenses or stalking.

Reasonable Accommodations (NYC employees)

In accordance with federal, state and local law, the Company will make reasonable accommodations to the following employees to allow them to perform the essential functions of their position, provided the accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual:

- Those with a known mental or physical disability;
- Pregnant individuals and/or individuals with pregnancy or childbirth-related medical conditions;
- Victims of domestic violence, sex offenses or stalking; and
- Employees with religious observance and practice obligations.

If you require an accommodation for any of the above reasons, you must notify **Our HR Contact**. Once the Company is aware of the need for an accommodation, the Company will engage in a cooperative dialogue addressing the employee's

accommodation needs, potential accommodations that may address the needs, including alternatives to the employee's requested accommodation, and any difficulties that such potential accommodations may pose for the Company. In each case, the Company wishes to have timely, good faith discussions with the employee to determine what accommodation, if any, may be appropriate. While the Company will aim to choose the employee's preferred reasonable accommodation in each case above, the Company retains the ultimate discretion to choose the appropriate reasonable accommodation. After a final determination is made at the conclusion of the cooperative dialogue, the Company will provide the employee requesting an accommodation with a final written determination.

The Company will not retaliate or otherwise discriminate against anyone for requesting a reasonable accommodation, regardless of whether the request was granted, and will not knowingly tolerate or permit retaliation by management, employees, or coworkers. You are encouraged to utilize this procedure without fear of retaliation. If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to **Our HR Contact**. You are encouraged to utilize this procedure without fear of retaliation.

New York State Paid Family Leave Benefits

The Company provides eligible employees the opportunity to take partially paid, job-protected leave to care for a new born child, a newly adopted or newly placed child or a family member with a serious health condition, or to handle certain qualifying exigencies arising from a spouse's, child's or parent's covered active duty or call to covered active duty status, up to the maximum length of leave permitted by law ("maximum amount of leave"), in accordance with the New York Paid Family Leave Benefits Law ("PFLBL"). PFLBL benefits are intended to compensate employees for wage loss suffered while taking these types of eligible family leaves. In accordance with the law, PFLBL benefits are funded by a payroll deduction from employees' paychecks.

Employee Eligibility

Employees who work 20 or more hours per week are eligible to take PFLBL leave after 26 weeks of work. Employees who work less than 20 hours per week are eligible on the 175th day of work. If employees are unsure whether they qualify for PFLBL leave, they should contact **Our HR Contact**.

When an employee's regular employment schedule is 20 hours or more per week and the employee will not work 26 consecutive weeks, or when an employee's regular employment schedule is less than 20 hours per week, but the employee will not work 175 days in a 52-week period, the Company will provide the employee the option to file a waiver of family leave benefits. Any such waiver will be automatically revoked if there is a change in the employee's work schedule that requires the employee to continue working for 26 consecutive weeks or 175 days in a 52 consecutive week period, and the employee will be required to being making contributions to the cost of PFLBL benefits, including any retroactive amounts due from the date of hire.

Conditions Triggering Leave

PFLBL leave may be taken for the following reasons:

- (1) the birth, adoption or foster care placement of an employee's child within 12 months following the birth or placement of the child;
- (2) to care for a close family member (spouse, domestic partner, child, parent, parent in law, grandparent, or grandchild, and siblings) with a serious health condition; or
- (3) to handle certain "qualifying exigencies" (as defined under the Family Medical Leave Act) arising out of the fact that the employee's spouse, child, or parent is on covered active duty or call to covered active duty status in the military reserves, National Guard, or Armed Forces.

For purposes of this policy, a "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that the qualified family member from participating in work, school or other regular daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; a chronic condition; permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Length of Leave

Employees are eligible for up to twelve (12) weeks of leave within a 12-month period.

Identifying the 12-Month Period

Employees are eligible to take up to the maximum amount of leave, during a 12-month period. All leave entitlement will be measured during a rolling 12-month period measured backward from the first day of leave. PFLBL leave for the birth of a child or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take PFLBL leave in a single block of time or intermittently (in separate blocks of time). Employees who require intermittent leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

If you work at a Company that is covered by the Family Medical Leave Act ("FMLA"), to the extent you are also eligible for FMLA leave for the same condition triggering PFLBL leave, you must use FMLA leave and PFLBL leave concurrently.

Employees may not concurrently receive New York State Disability or Workers' Compensation benefits and PFLBL benefits. An employee who is eligible for both New York State Disability benefits and PFLBL benefits during the same 52-week period cannot receive more than 26 total weeks of disability and family leave benefits during that time period.

Wage Replacement Benefits

Employees who qualify for PFLBL benefits are eligible to receive 67% of their average weekly wage (up to a maximum amount set by the state) during their leave.

Notice and Certification

If the need for leave is foreseeable, an employee must provide 30 days' notice in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, notice must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

An employee wishing to make a claim for PFLBL benefits must complete a Request for Paid Family Leave or give notice in another format designated by the Company's insurance carrier or the Company if you work for a Company that self-insures. The employee will be required to submit certain certifications and/or documentation substantiating the need for leave.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, an employee may choose to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of the employee's PFLBL leave. In order to substitute paid leave for PFLBL leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Should an employee choose to substitute accrued paid leave for PFLBL benefits, a leave that is otherwise eligible under the PFLBL will be job-protected leave.

If you work at a Company that is covered by the FMLA, to the extent you are also eligible for FMLA leave for the same condition triggering PFLBL leave, the Company's policies regarding the use of accrued paid leave concurrently with FMLA leave shall apply.

If you work at a Company that, as a matter of personnel policy or practice, pays employees their full salaries for portions of family leave of absence, such paid leave shall run concurrently with PFLBL leave, and the employee shall receive their full salary in accordance with the policy.

Benefits During PFLBL Leave

If you and/or your eligible dependents participate in a group health plan through the Company, your coverage will be maintained during your PFLBL leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. An employee's failure to pay the employee share of the health coverage premium may result in an elimination of coverage after 30 days. Use of PFLBL leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Job Restoration

Upon returning from PFLBL leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. 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 their position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement.

Failure to Return After PFLBL Leave

Any employee who fails to return to work as scheduled after PFLBL leave or exceeds the maximum amount of leave entitlement, will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your PFLBL leave, the obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

Fraud

Providing false or misleading information or omitting material information in connection with a PFLBL leave will result in disciplinary action, up to and including immediate termination.

Employers' Compliance with PFLBL and Employee's Enforcement Rights

PFLBL makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under PFLBL, or discharge or discriminate against any person for opposing any practice made unlawful by PFLBL or for involvement in any proceeding under or relating to PFLBL.

New York State Paid Safe and Sick Leave - Front Loaded

We provide employees who work in New York with paid safe/sick time in accordance with the requirements of New York Labor Law § 196-b (the New York Paid Sick Leave Law ("NYPSL").

At the start of employment and at the start of every 12-month period, eligible employees will receive forty (40) hours of paid sick leave. This benefit does not accrue. At the beginning of each 12-month period, employees will be granted the full amount of sick leave for the year

The Company defines a 12-month period for purposes of this policy only as running from January 1 to December 31.

Eligible employees may begin to use sick leave as it is accrued, up to their maximum annual accrual per calendar year. You may carry over any accrued, unused sick leave to the next calendar year. However, you may not use more than your maximum annual accrual in any calendar year. You may use sick leave in increments of 8 hours.

Sick leave may be used for an absence from work due to:

- 1. your mental or physical illness, injury, or health condition; your own need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or condition; your own need to get preventive medical care;
- 2. care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care.
- 3. for "safe time" for absence from work due to any of the following reasons when the employee or a family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking or human trafficking:

 (a) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program; (b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members; (c) to meet with an attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding; (d) to file a complaint or domestic incident report with law enforcement; (e) to meet with a district attorney's office; (f) to enroll children in a new school; or (g) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee, or the employee's family member, or to protect those who associate or work with the employee.
- 4. New York City Employees Only: Closure of employee's workplace due to a public health emergency or the employee's need to care for a child whose school or childcare provider is closed due to a public health emergency; or
- 5. Any other reason allowed by law.

For purposes of this section, "family members" are defined as your child (including a biological, adopted or foster child, a legal ward, or a child of an employee standing *in loco parentis*), spouse, domestic partner, parent (including a biological, foster, step-or adoptive parent, or a legal guardian or an employee, or a person who stood *in loco parentis* when the employee was a minor child), sibling, grandchild or grandparent, and the child or parent of an employee's spouse or domestic partner, or any other person identified by law. For New York City employees, the term "family member" is defined more broadly and also includes any other individual related by blood to an employee or any other individual

whose close association with the employee is the equivalent of a family relationship.

Employees must provide oral or written notice of the need to use sick leave. If the need for sick leave is foreseeable, the Company requests that you provide reasonable advance written notice of your intention to take paid sick leave to the extent possible. If the need is unforeseeable, the Company requires that you give notice as soon as practicable. To provide notice of the need to use sick time, employees should contact **Our HR Contact**.

The Company may require you to provide reasonable documentation confirming your eligibility to use sick leave after you use more than three consecutive workdays as paid sick leave to the extent permissible by law. Requests for documentation will be limited to the following: (1) an attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date the employee may return to work, or (2) an attestation from an employee of their eligibility for leave. The medical documentation should not disclose the nature of your illness, injury, or health condition, the reason for leave, or any individually identifiable health information. If requested, such documentation must be provided within seven days of returning to work and submitted to **Our HR Contact**. Workdays are the days or shifts employees would have worked had they not used sick leave. The documentation should not disclose details regarding the reason for leave or any individually identifiable health or mental health information. The Company will reimburse an employee for all reasonable costs or expenses incurred in obtaining any requested documentation. In order to obtain reimbursement, an employee must submit a request for reimbursement along with proof of the fees and costs to **Our HR Contact**.

Sick leave may not be used as vacation/PTO days. Additionally, sick leave may not be used to extend employment or to delay a termination date. Any employee found to be using sick leave for purposes other than those described in this policy or as permitted by law will be subject to disciplinary action up to and including termination.

Leave will be paid at the employee's regular rate for the period of time in which leave is used or the minimum wage, whichever is greater, and with continuation of the same benefits that the employee normally earns during work hours. Sick leave is not considered time worked for the purpose of calculating overtime for the week in which the sick leave was taken. Employees will not receive overtime pay for sick leave.

Except to the extent applicable law provides otherwise, upon return to work, the employee will be restored to their position of employment held prior to any sick leave with the same pay and other terms and conditions of employment.

The Company encourages employees to take time off under this policy and prohibits interference with any rights under this policy or retaliation against an employee for taking time off under this policy.

Leave available under the Company's Sick/PTO policy, if available, may be more generous than what is required under New York law. In such instance, the Company's Sick/PTO policy will run concurrently with the requirements in this policy. Additionally, leave under this Sick and Safe Leave policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the federal FMLA.

Unused, accrued sick leave will not be paid upon termination.

New York City Temporary Schedule Change

If you work more than 80 hours per calendar year in New York City and who have been employed for at least 120 days, you are entitled to a temporary change to your work schedule on up to two (2) occasions, each totaling one (1) business day, each calendar year to accommodate a personal event. A personal event can be any of the following:

- The need to care for a child under the age of 18;
- The need to care for a care for a person with a disability who is a family or household member and relies on the employee for medical care or to meet the needs of daily living;
- The need to attend a legal proceeding or hearing for public benefits to which the employee, a family member, or the employee's minor child or care recipient is a party; or
- Any other reason for which the employee may use leave under NYC's Earned Safe and Sick Time Act.

A temporary change means an adjustment to the employee's usual schedule. This can include swapping or shifting working hours, using short-term unpaid leave, paid time off, or working remotely.

As soon as you become aware of the need for a temporary schedule change, please make a request to **Our Internal Contact**, noting the date of the requested temporary schedule change, that the change is due to a personal event and the proposed type of temporary change. The Company will either approve your proposal, provide leave without pay, or offer

you the ability to use paid time off. You are not required to use leave under NYC's Earned Safe and Sick Time Act for a temporary schedule change. If you have exhausted your entitlement to a temporary schedule change, you can request additional changes to your schedule. The Company may not be able to accommodate such additional requests; however, you will not be retaliated against for making such an additional request.

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains a temporary schedule change under this policy, who makes a good-faith complaint about a possible violation of this policy or who communicates with any person about such a violation.

New York State Short Term Disability Insurance Benefits

If you work at a New York location, you are eligible for short-term disability insurance after four consecutive weeks of full-time employment or 25 days of regular part-time employment in accordance with state law. Other employees may also be eligible for this insurance, depending on the employee's previous employer. This insurance is designed to provide income for you when you are absent from work for more than seven (7) calendar days due to non-occupational illness, injury, or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a maximum each week, as specified by state law, for up to 26 weeks. Employees must provide written notice including a doctor's certificate stating the nature of the disability and the expected date of return to work. For more information about this policy contact **Our HR Contact**.

New York Meal Period Requirement

This policy is applicable to New-York-based employees.

All nonexempt employees who work at least six (6) hours extending into 11 a.m. and 2 p.m. are entitled to a 30-minute unpaid meal period to be taken between the hours of 11 a.m. and 2 p.m. Employees who work between the hours of 11 a.m. and 7 p.m. are entitled to an additional 20-minute unpaid meal period to be taken between the hours of 5 p.m. and 7 p.m. Employees who work 6 or more hours between 1 p.m. and 6 a.m. are entitled to an unpaid meal period of at least 45 minutes midway between the beginning and the end of the hours worked. All exempt employees are authorized and permitted to schedule and take their meal periods at their discretion under these guidelines.

Employees are completely relieved of their job responsibilities during their meal periods. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

Bone Marrow Donation Leave

If you work at a New York location with 20 or more employees, the Company provides reasonable and necessary unpaid leave to eligible employees to undergo a medical procedure to donate bone marrow. The Company may require a physician's verification of the purpose and length of each leave requested for bone marrow donation.

Blood Donation Leave

If you work at a New York location with 20 or more employees, the Company provides employees who seeks to donate blood with either: (1) three hours of leave of absence in any 12-month period; or (2) be allowed to use of their accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set.

Disaster and Emergency Services Leave

During the time that an emergency exists following a declaration of emergency under the law, the Company provides reasonable and necessary unpaid leave to employees who are "volunteer emergency responders," as that term is defined under applicable law, to perform their duties as a volunteer firefighter or an enrolled member of a volunteer ambulance service, unless the Company determines that the employee's absence would impose an undue hardship on company business.

Employees requesting leave under this policy must have previously submitted written documentation from the head of the fire department or volunteer ambulance service confirming the employee's status as a volunteer firefighter or member of a volunteer ambulance service.

The Company may request a notarized statement from the head of the volunteer fire department or volunteer ambulance service certifying the period of time that the employee responded to any emergency.

For more information regarding this leave, see **Our HR Contact**.

Social Security Number Privacy and Protection of Personal Information

Employee social security numbers (SSNs) and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include social security numbers and personal information will be maintained in accordance with federal and state laws.

The Company is committed to taking all reasonable steps to ensure the confidentiality of our employees' and applicants' personal identifying information, as required under applicable law. Thus, employees may not acquire, disclose, transfer, or use the SSN, home address, or telephone number, personal electronic mail address, internet identification name, or password, parent's surname prior to marriage, or drivers' license number of any employee except in accordance with applicable law and the Company policy and procedures. The release of employee personal identifying information to external parties is prohibited except where required by law. Internal access to employee SSNs is restricted to employees with a legitimate business need for such information. Employee SSNs will not be publicly posted, displayed, or visibly printed on any identification badge or time card. For more information about this policy please contact **Our HR Contact**.

Wage Disclosure Protection

The Company, consistent with New York law, will not take an adverse employment action or retaliate against an employee for inquiring about, discussing or disclosing (i) the employee's wages or (ii) the wages of another employee where prior permission from that employee has been obtained.

Nothing in this policy shall require an employee to disclose their wages in response to any inquiry. Further, nothing in this policy shall be construed to permit an employee who has access to the wage information of other employees as part of such employee's essential job functions, to disclose the wages of such other employees to individuals who do not otherwise have access to such information, unless such disclosure is in response to a complaint or charge, or in furtherance of an investigation, proceeding, hearing or action under New York law, including an investigation conducted by the Company.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of **Our HR Contact**.

Speak Up and Nonretaliation Policy

The Company does not tolerate acts of retaliation against an employee who makes a good faith report of improper workplace behavior. This includes making good faith reports of illegal conduct, conduct that poses a danger to public health or safety, violations of any Company policies, or harassment, discrimination or other inappropriate workplace behavior.

All employees are prohibited from taking retaliatory actions against employees who make good faith reports of improper workplace behavior. Managers must guard against retaliatory conduct by proactively watching for signs of retaliation and reporting any observed conduct that may potentially violate this policy as soon as possible.

- No employee may be retaliated against because that employee has in some manner opposed an employment
 practice that the employee in good faith reasonably believes violates federal, state or local laws, rules or
 regulations or poses a danger to the public health or safety.
- No employee may be retaliated against because they object to or refuse to participate in an employment practice
 that the employee in good faith reasonably believes violates federal, state or local laws, rules or regulations or
 poses a danger to the public health or safety.
- No employee may be retaliated against because they filed a charge, truthfully testified, provided information or assistance, or participated in an investigation, proceeding, or hearing related to or arising from an allegedly unlawful employment practice.
- No employee may be retaliated against for asserting rights established by a federal, state or local law.

The Company wants all employees to feel comfortable raising questions and concerns without fear of retaliation, which includes discrimination, harassment, or other adverse action taken against an employee for making a report.

If you believe that you or someone else has been subjected to retaliation, you must report it as soon as possible to **Our HR Contact**. Allegations of retaliation will be investigated promptly. If an employee has been subjected to retaliatory behavior because the employee has spoken up or attempted to speak up in good faith, in keeping with this policy, the employee found to have retaliated will be subject to corrective action, up to and including termination of employment.

Airborne Infectious Disease Exposure Prevention Plan

The Company has adopted an Airborne Infectious Disease Exposure Prevention Plan to be implemented when an airborne infectious disease is designated by the New York State Commissioner of Health as a highly contagious communicable disease that prevents a serious risk of harm to the public health.

Workplace Postings

In accordance with the New York Labor Law, all employment related documents required to be physically posted at the worksite pursuant to state or federal law or regulation will also be provided to employees electronically via email.

Handbook Acknowledgement

I acknowledge receipt of Door Automation Corp.'s Employee Handbook ("Handbook"). I understand this handbook contains information regarding the Company's rules and benefits which affect me as an employee.

I understand the Handbook is not a written employment contract for any specific term. My employment with Prestige is at-will. My employment with Company is at-will unless an authorized employment agreement with Door Automation Corp. provides otherwise.

I further understand that only the president, vice president or CEO (or any other individual with similar authority as identified and determined by the company) of the company has any authority to change my at-will status or enter into any agreement guaranteeing employment with the Company for any specific period of time. I also understand that if any agreement is made, it will not be authorized and enforceable unless it is in writing and signed by both parties.

I also understand that an agreement made by either the president, vice president or CEO of Door Automation Corp. is not binding on Prestige unless it is agreed to in writing by either the president or senior vice president of Prestige.

I understand, if requested by Door Automation Corp., I must repay the company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

I further understand the Company reserves the right to modify the policies and benefits in the Handbook at any time without notice.

My signature below acknowledges that I have received the Handbook and understand it is my responsibility to read and comply with all policies contained in this Handbook, including state specific addendums (if any), and any revisions made to it.

Data

Litiployee Signature	Date
Print Name	Prestige Employee ID Number

Employee Signature

Please sign and return one acknowledgment to your supervisor and retain the other for your records. A copy of this signed acknowledgment should be sent to Prestige.

Appendix 1

PARKING TICKETS

Parking violations that will be covered by Door Automation Corp:

Violation Codes:

- 1 FAILURE TO DISPLAY BUS PERMIT
- 3 UNAUTHORIZED PASSENGER PICK-UP
- 9 OBSTRUCTING TRAFFIC/INTERSECT
- 12 MOBILE BUS LANE VIOLATION
- 15 NO STANDING-OFF-STREET LOT
- 16 NO STANDING-EXC. TRUCK LOADING
- 17 NO STANDING-EXC. AUTH. VEHICLE
- 18 NO STANDING-BUS LANE
- 19 NO STANDING-BUS STOP
- 24 NO PARKING-EXC. AUTH. VEHICLE
- 29 ALTERING INTERCITY BUS PERMIT
- 30 NO STOP/STANDNG EXCEPT PAS P/U
- 31 NO STANDING-COMM METER ZONE
- 32 OT PARKING-MISSING/BROKEN METR
- 33 MISUSE PARKING PERMIT
- 35 SELLING/OFFERING MCHNDSE-METER
- 38 FAIL TO DSPLY MUNI METER RECPT
- 41 MISCELLANEOUS
- 44 PKG IN EXC. OF LIM-COMM MTR ZN
- **45 TRAFFIC LANE**
- 48 BIKE LANE
- 49 EXCAVATION-VEHICLE OBSTR TRAFF
- 50 CROSSWALK
- 51 SIDEWALK
- **52 INTERSECTION**
- 54 PCKP DSCHRGE IN PRHBTD ZONE
- 55 ELEVATED/DIVIDED HIGHWAY/TUNNL
- **56 DIVIDED HIGHWAY**
- 58 MARGINAL STREET/WATERFRONT
- **60 ANGLE PARKING**
- 62 BEYOND MARKED SPACE
- 63 NIGHTTIME STD/ PKG IN A PARK
- 67 PEDESTRIAN RAMP
- 70 REG. STICKER-EXPIRED/MISSING
- 71 INSP. STICKER-EXPIRED/MISSING
- 72 INSP STICKER-MUTILATED/C'FEIT
- 73 REG STICKER-MUTILATED/C'FEIT

75 NO MATCH-PLATE/STICKER

76 VIN OBSCURED

77 PARKED BUS-EXC. DESIG. AREA

78 NGHT PKG ON RESID STR-COMM VEH

79 UNAUTHORIZED BUS LAYOVER

80 MISSING EQUIPMENT

82 COMML PLATES-UNALTERED VEHICLE

83 IMPROPER REGISTRATION

84 PLTFRM LFTS LWRD POS COMM VEH

88 UNALTERED COMM VEH-NME/ADDRESS

90 VEH-SALE/WSHNG/RPRNG/DRIVEWAY

91 VEHICLE FOR SALE (DEALERS ONLY)

92 WASH/REPAIR VEHCL-REPAIR ONLY

96 RAILROAD CROSSING

97 VACANT LOT

98 OBSTRUCTING DRIVEWAY

99 OTHER

Appendix 2 Employee Responsible Violations

With regards to payroll deductions, note additionally that any moving or other violations (i.e. E-Z Pass, Traffic Cameras, Non-Covid Compliance, etc.) that get ticketed and billed to Door Automation Corp by way of mail or other means will be the responsibility of the driver/employee and the amount of the violation will be deducted from that employees paycheck.

Violation Codes List: Employees	are <u>Personally Responsible</u> for:
Employee Initial X	Date:

Violation Codes:

2 NO OPERATOR NAM/ADD/PH DISPLAY 4 BUS PARKING IN LOWER MANHATTAN 5 BUS LANE VIOLATION 6 OVERNIGHT TRACTOR TRAILER PKG

7 FAILURE TO STOP AT RED LIGHT 8 IDLING

10 NO STOPPING-DAY/TIME LIMITS

11 NO STANDING-HOTEL LOADING

13 NO STANDING-TAXI STAND

14 NO STANDING-DAY/TIME LIMITS

20 NO PARKING-DAY/TIME LIMITS

21 NO PARKING-STREET CLEANING

22 NO STAND TAXI/FHV RELIEF STAND

23 NO PARKING-TAXI STAND

24 NO STANDING-COMMUTER VAN STOP

25 27 NO PARKING-EXC. DSBLTY PERMIT

26 NO STANDING-FOR HIRE VEH STND

28 OVERTIME STANDING DP

34 EXPIRED METER

36 PHTO SCHOOL ZN SPEED VIOLATION

37 EXPIRED MUNI METER

39 OVERTIME PKG-TIME LIMIT POSTED

40 FIRE HYDRANT

42 EXPIRED MUNI MTR-COMM MTR ZN

43 EXPIRED METER-COMM METER ZONE

46 DOUBLE PARKING

47 DOUBLE PARKING-MIDTOWN COMML

53 SAFETY ZONE

57 BLUE ZONE

59 ANGLE PARKING-COMM VEHICLE

64 WRONG WAY

64 NO STANDING EXCP D/S

87 FRAUDULENT USE PARKING PERMIT

65 OVERTIME STDG D/S
68 NON-COMPLIANCE W/ POSTED SIGN
69 FAIL TO DISP. MUNI METER RECPT
74 FRONT OR BACK PLATE MISSING
81 NO STANDING EXCP DP
85 STORAGE-3HR COMMERCIAL
86 MIDTOWN PKG OR STD-3HR LIMIT
89 NO STD (EXC TRKS/GMTDST NO-TRK)
93 REMOVE/REPLACE FLAT TIRE

There are plenty of illegal things you can do which will cost you \$0.00 - pick one. If your ticket has a code other than these, the fine will be deducted from your paycheck.

Employee Signature	Date

Sexual Harassment Complaint Form

Please fill out the information below:

Your Name and Job Title:
 Your Department and Supervisor:
 Preferred Communication Method (if via e-mail or phone, please provide contact info):

 Please tell us who you believe has violated our policy against sexual harassment. What is their relationship to you (e.g., supervisor, subordinate, co-worker, other)?
 Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

 Please provide specific date(s) the alleged sexual harassment occurred. Additionally, please advise if the alleged sexual harassment is continuing.
 Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.
 Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?
 If you have retained legal counsel and would like us to work with them, please provide their contact information below.

Signature: ______Date: _____