

**LABOR FORCE GROUP, LLC
HANDBOOK FOR W-2 PROFESSIONALS
APRIL 2025**

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WELCOME

Welcome to Labor Force Group, LLC a subsidiary of Qwick, Inc. (“Qwick” or the “Company”)! One of the keys to our success is hiring good employees. We have hired you because we believe you have the skills and potential to help our Company succeed. We expect employees to perform the tasks assigned to them to the best of their abilities. We know that hard work and commitment will not only benefit Qwick but also help give all of our employees a sense of pride and accomplishment.

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

Once again, welcome to Qwick; we are glad to have you with us.

-The Qwick Team

ABOUT THIS HANDBOOK

This Qwick Handbook for W-2 Professionals (the “W-2 Pro Handbook” or “Handbook”) contains information about the employment policies and practices of Qwick. The policies in this handbook apply to W-2 Professionals employed by Qwick (“employees”). These policies reflect the Company’s values, and we expect each employee to read this Handbook carefully as it is a valuable reference for understanding your job and the Company.

This W-2 Pro Handbook supersedes all previously issued Handbooks that applied to Qwick W-2 Professionals. Qwick reserves the right to revise, delete, and add to the provisions of this W-2 Pro Handbook. All such revisions, deletions, or additions will be in writing. No oral statements or representations can change the provisions of this W-2 Pro Handbook.

Not all of the Company’s policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. Employees can submit any questions or concerns about this Handbook or any other policy or procedure online via Qwick’s [Hotline](#).

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws. For additional information regarding activity protected under the National Labor Relations Act (NRLA), employees can review information on the National Labor Relations Board’s website: <http://www.nlrb.gov/rights-we-protect>.

This Handbook may apply to employees working in a state with greater or different rights. Employees will receive a state-specific supplement to the Handbook that provides information and policies applicable to employees working in that state. The Company complies with all applicable state and local laws.

ABOUT QWICK

Qwick is a two-sided marketplace which enables its W-2 Professionals to connect with companies in the hospitality industry seeking to fill roles through Qwick's proprietary matching algorithm. W-2 Professionals are able to view shifts in Qwick's app and they have the autonomy to select the shifts they want to work, which enables them to decide what, when and where they work.

Employment At-Will

Employment with Qwick is at-will unless state law provides otherwise. This means that employment may be terminated at any time by either the employee or the Company for any or no reason, with or without notice or cause, provided that it is not for an unlawful reason. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and Qwick regarding the fact that employment with Qwick is at-will. Only the Chief People Officer of the Company has the authority to enter into an employment agreement that alters the fact that employment with Qwick is at-will, and any such agreement must be in writing signed by the Chief People Officer.

Employment Classifications

Employees of the Company are classified as either exempt or nonexempt under federal and state wage and hour laws. All W-2 Pros covered by this Handbook are nonexempt.

Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay.

Designation for Benefits Purposes

The Company complies with the Affordable Care Act, which requires employers to provide certain health care benefits to employees who work, on average, 30 or more hours per week. Employees who are normally scheduled to work and who do work a schedule of less than 30 hours per week are not eligible for such benefits.

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

Qwick is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, marital status, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status or any other status protected by federal, state

or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations, ensuring that unlawful discrimination is prohibited by any employee, including supervisors and co-workers.

Sexual and Other Prohibited Harassment

The Company is committed to providing a work environment that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

The harassment proscribed by this policy applies to conduct by any person involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, Business Partners, vendors, or any other third party involved in the Company's operations, and this policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee or applicant. If such harassment occurs that an employee believes to be a violation of this policy, the procedures in this policy should be followed.

The Company prohibits unlawful harassment, including sexual harassment, as well as conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct that violates this policy that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment, sexual harassment or retaliation.

Sexual Harassment Defined

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

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

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;

- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, social media, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Protection Against Retaliation

- The Company prohibits retaliation. Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes, but is not limited to:
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
- Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

- Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Abusive Conduct Prevention

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

Complaint Procedure for Discrimination, Harassment, Retaliation and Abusive Conduct

Any employee who believes they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, Business Partner, vendor, or customer of a Business Partner in violation of the foregoing policies, or who is aware of such harassment, discrimination, abusive conduct, or retaliation against others, should immediately report the conduct to Human Resources at hr@qwick.com or online by using Qwick's [Hotline](#) (submissions to the hotline may be made anonymously), and they may also report the conduct to the onsite manager. Employees are not required to report any prohibited conduct to a Qwick supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work. Any Qwick employee who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed, and a determination will be made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other Company policies.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

The Equal Employment Opportunity Commission ("EEOC") and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found in your local telephone directory or online at [Home | U.S. Equal Employment Opportunity Commission \(eeoc.gov\)](https://www.eeoc.gov).

Good Faith

The initiation of a good faith complaint of discrimination, harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

ACCOMMODATIONS

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. We will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

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

Employees who wish to request unpaid time away from work to accommodate a disability should contact Human Resources at hr@qwick.com.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and

reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company will engage in an interactive process with employees to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of the Company by contacting Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

Pregnancy Accommodation

In accordance with the federal Pregnant Workers Fairness Act ("PWFA"), Qwick will make reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Company's business.

"Known physical or mental limitations" are those that the applicant, employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations prompted the request. We will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth or a related medical condition should contact Human Resources. However, the Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

A number of states and localities have laws that apply to employees affected by pregnancy, childbirth, or related medical conditions. For individuals working in a jurisdiction that has a mandatory pregnancy accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited

discrimination or retaliation should report it immediately to Human Resources at hr@qwick.com or online by using Qwick's [Hotline](#) (submissions to the hotline may be made anonymously).

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for nonexempt employees. Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should contact Human Resources regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

The Company will ensure the employee is provided with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

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

For employees working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

The Company will make reasonable accommodations for employees who report that they are victims of domestic violence, sexual assault or stalking and request accommodations to ensure their safety while at work, unless providing the accommodation will impose an undue hardship on the Company's business operations or violates the Company's duty to maintain a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: an unpaid leave, a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence,

sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources at hr@qwick.com.

GENERAL EMPLOYMENT PRACTICES

Confidential Company Information

The Company's confidential and proprietary information is vital to its current operations and future success. For that reason, each employee is required to use all reasonable care to protect or otherwise prevent the unauthorized disclosure of Confidential Information, consistent with applicable law. "Confidential Information" refers to proprietary information that is of value to the Company, its business and/or its business partners and their clients ("Business Partners") that is not generally known by the public or by other persons or entities who can obtain economic value from its use or disclosure. Confidential Information includes, but is not limited to, specific needs and requirements of Business Partners, information regarding a Business Partner's strategy, and information regarding the personnel of Business Partners. Confidential Information does not include any information that has been disclosed publicly by someone other than the employee and/or through other lawful means.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Confidential Information also does not include: conduct that was, or that an employee reasonable believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct. Nothing in this Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Workplace Conduct

Standards of Conduct

To ensure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all the forms of behavior that are

considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Falsification of employment records, employment information or other records;
- Theft or the deliberate or careless damage of any Company property or the property of any employee, Business Partner or Business Partner employee;
- Use of Company or the Company's Business Partner's materials, supplies, tools or products for personal reasons without permission;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company or a Business Partner;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company or one of its Business Partners, unless state law provides otherwise.
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company or a Business Partner;
- Using force, threats or coercion to abuse, intimidate, or humiliate another employee (bullying or cyberbullying);
- Unapproved absences, including failing to attend a scheduled shift ("no show"), showing up late to a scheduled shift, or leaving early from a scheduled shift;
- Failing to obtain permission to leave work during scheduled working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Failing to accurately record all hours worked;
- Working overtime without authorization or refusing to work assigned hours;
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Violating any policy, rule or procedure of the Company or Business Partner including those listed in this Handbook; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination.

Examples of less severe forms of discipline include verbal warnings, written warnings, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without notice or cause, provided that it is not for an unlawful reason.

Pay Practices

Payment of Wages

Employees are paid weekly on Tuesdays by direct deposit or paper check. Each pay period covers shifts worked between Monday at 12:00 am local time through Sunday at 11:59 pm local time of the prior week. If the regular payday falls on a Company-recognized holiday, then employees will be paid on the workday after the regular payday.

Paycheck Deductions

The Company is required by federal and some state laws to make certain deductions from your paycheck each pay period. Such deductions typically include taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

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

Reporting Errors and Obtaining More Information

If any employee has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact Human Resources at hr@qwick.com.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Work Schedules

Qwick, through its network of Business Partners, provides its employees with the opportunity to work when they want, where they want, and in accordance with their own personal or professional schedules. More flexibility in your schedule to work early mornings, afternoons, evenings, overnight, weekends, and on holidays may result in more shifts that match your availability.

Business Partners' need for Qwick's service and professional workforce may, from time to time, fluctuate based on seasonality, holidays, and other factors outside of Qwick's

control. The Company does not explicitly or implicitly guarantee shift availability or any shifts on the day or time you desire.

Employees are expected to show up to work on-time and to stay through the end of the posted shift time or until otherwise dismissed by the Company or the Business Partner. Leaving early without consulting the Company or the onsite manager may constitute job abandonment or result in disciplinary action.

Business Partners and/or onsite managers will schedule meal and rest periods as appropriate. Qwick requires that its Business Partners comply with federal and state laws in this regard.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be posted and/or scheduled.

Meal & Rest Breaks

It is the Company's policy to comply with all laws regarding meal and rest breaks. Employees should refer to their state-specific Supplement for additional information regarding meal and rest breaks required under state law.

If an employee works in a state where there are no applicable meal or rest break requirements, the Company encourages meal breaks if appropriate for the business partner and professional. The Business Partner will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as "hours worked" and paid accordingly. Meal breaks lasting 30 minutes or more are not considered "hours worked" for purposes of federal law and will not be paid for nonexempt employees.

Employees must be completely relieved from work duties during any unpaid meal break. Nonexempt employees must accurately record the beginning and ending time of their meal breaks each day on their time records.

Timekeeping

Employees who are classified as nonexempt must accurately record the time they start and stop work each workday as well as the time they start and stop each meal period.

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

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work without being clocked into the timekeeping system (i.e., "off the clock"), to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to a supervisor.

At the end of each shift, nonexempt employees must submit their completed timesheet to the Company via its timekeeping system (in Qwick's app) for verification and approval. The timesheet must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures, and meal breaks. Employees must promptly review their pay statement and verify that they were paid correctly for all regular and overtime hours worked each workweek.

Overtime

Qwick tries to minimize the use of overtime and reserves the right to cancel shifts that would put the employee into overtime hours worked whenever possible. However, when operating requirements or other needs cannot be met without overtime hours worked during regular working hours, employees may be scheduled to work overtime. Non-exempt employees will be paid one and one-half (1.5) times their base rate of pay for all hours worked in excess of 40 in one workweek or as otherwise required by applicable state law. Paid time off such as sick pay, vacation pay, holiday pay, and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

For overtime pay calculation purposes, the workday begins at 12:00 am local time and ends at 11:59 pm local time. The workweek begins Monday at 12:00 am local time through Sunday at 11:59 pm local time.

Expense Reimbursement

Qwick reimburses Professionals for all reasonable and necessary business expenses incurred as required by applicable law. In certain locations, such as California, professionals are automatically reimbursed for their cell phone usage per shift.

If you believe you are entitled to reimbursement for required work-related expenses and/or believe the reimbursement you received did not sufficiently cover your out-of-pocket-work-related expenses, please contact us at hr@qwick.com as soon as possible so we can review the situation and ensure you are reimbursed appropriately. Please note that you may be asked to provide documentation sufficient to support your request.

Personal Appearance

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

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice common sense rules of cleanliness and comfort.
- When jeans are appropriate for the position, the jeans must be in good condition.

- Tank tops, tee-shirts, jogging suits, tennis shoes, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweatpants and other similar apparel are generally not permitted.
- Personal appearance should include cleanliness. If an employee shaves, then the employee's facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean.
- All employees must wash their hands after visiting or using restroom facilities and when they return from breaks.
- Foodservice and culinary workers must wear long hair (longer than shoulder-length) neatly in a ponytail, hairclip, or bun and may be requested by some Business Partners to use a hair net to contain the hair. Jewelry may be restricted for safety reasons, based on the position.
- Chewing gum is not permitted while on-duty for any employee.
- Use of fragrance is discouraged. Fragrances, if worn, must be applied sparingly so as not to cause allergic reactions, distraction, or irritation to other employees, Business Partners, their employees, or customers.

Dress Code

Some of our shifts have a dress code that requires the employee working that shift to wear basic wardrobe items, which are usual and generally usable in the occupation (e.g., white shirts, dark pants, and dark non-slip shoes and belts, all of unspecified design). Qwick does not provide or reimburse its employees for attire to meet a shift's dress code (nor does Qwick reimburse for laundering such attire) unless the required attire constitutes a uniform and/or doing so is required by applicable law.

We encourage employees to contact Human Resources if they have questions regarding appropriate dress or appearance for a specific shift. Employees who report to work improperly dressed or groomed may be instructed to return home to change or may simply be dismissed from duty. The time that employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

Personal Protective Equipment (PPE)

Qwick or the Business Partner will provide personal protective equipment (PPE) or safety gear should the Business Partner or their affiliates require the use of PPE or other safety gear to perform the duties described in the shift description. You may ask the Business Partner's permission to use your own PPE or equipment if that is your personal preference.

Religious, Medical and Disability Accommodations

The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact Human Resources at hr@qwick.com.

Attendance and Punctuality

Employees are expected to attend all shifts that they accept and to be punctual. If employees are absent, their work generally must be performed by others or go undone. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to work a shift they have accepted, they must notify Qwick via the app as soon as possible, in advance of the start of their shift. Canceling a shift less than 24 hours before the scheduled start time will constitute an unapproved absence, unless such absence is protected by law. Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment unless the absence or tardiness is excused or approved.

The following are examples of approved types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved;
- Paid sick and safe time or mandatory paid leave provided under federal, state or local law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under applicable law; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify Qwick via SMS at 79-425 no later than at the time of the absence, tardiness or early departure, or as soon as possible in the event of unforeseen circumstances. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly contact Human Resources. The Company will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification and whose absence

continues for a period of three (3) days (No Call/No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Personal Devices

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones, and PDAs, into the workplace, employees are expected to remember that working time is for work. Therefore, employees should only engage in personal phone calls and communications and other use of personal electronic devices for non-work use during non-working time, including breaks and meal periods. Outside of this time, personal phone calls and other personal device use should be kept to a minimum and for emergency use only.

Cellular phones

Qwick reimburses Professionals for all work-related use of their personal cell phone devices where required pursuant to applicable law. If an employee believes they are entitled to reimbursement, or a greater reimbursement than they were paid, the employee must contact the Company at hr@qwick.com immediately so we can ensure the employee is fully reimbursed.

Conflicts of Interest

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages valued over \$50 not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company; and/or
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, they should promptly contact Human Resources before exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

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

Outside Employment

The Company respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform their job. Under certain circumstances, however, if an employee's personal conduct adversely affects performance on the job or makes it impossible for the employee to carry out any or all job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

The Company will not assume any responsibility for employees' outside employment. Specifically, Qwick will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

Contact with the Media

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should notify Human Resources that you have been contacted by the media whenever you are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company's behalf without authorization. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.

TIME OFF AND LEAVES OF ABSENCE

Due to the shift based, self-service nature of the work that employees engage in, employees are encouraged to work schedules that accommodate the time off that they need, for whatever reason, including holidays and vacation. The Company does not provide any paid time off for its nonexempt employees except for paid sick time as required by state and local laws. Employees will not be penalized for taking time away from work. However, it is important to note that canceling shifts less than 24 hours before the start time will count as an unapproved absence and may lead to disciplinary action, up to and including termination, unless such absence is protected by law. If a W-2 Pro accepts a shift they realize they need to cancel, it is always a best practice to do so as soon as possible to avoid incurring an unapproved absence.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for

the most generous benefits available under applicable law. Please see the State Supplement for the state in which you work for details regarding state leave.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources at hr@qwick.com.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

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

Definitions

- **"Child"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- **"Parent"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military

member, the parent must be incapable of self-care as defined by the FMLA.

- **“Covered Active Duty”** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **“Covered Servicemember”** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
- **“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- **“Key employee”** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Company is a rolling 12-month period measured forward from the date an employee first uses FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month

period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

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

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

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a family member with a serious health condition, or because the employee has a serious health condition and is unable to work.

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

If an employee's request for intermittent leave is approved, the Company may later require the employee to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

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

Notice and Certification

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

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);

- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

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

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee's absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

Military Emergency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and

- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Certification and to Return from Leave

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

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued sick leave, to the extent permitted by law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued sick leave to cover some or all of the FMLA Leave to the extent permissible under applicable law. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave who are enrolled in benefit coverage will generally be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee's length of service as of the leave will remain intact but accrued benefits such as sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as they relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

Key employees may be subject to reinstatement limitations in some circumstances. An employee classified as a "key employee" will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

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

Confidentiality

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

Fraudulent Use of FMLA Prohibited

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

Nondiscrimination

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

Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this W-2 Pro Handbook.

Employees should contact Human Resources at HR@qwick.com as to any FMLA questions they may have.

State Law

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should review the State Supplement for the state in which they work and contact Human Resources for additional information.

Military Leave

The Company provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and applicable state law. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, for examinations to determine fitness for any such duty, and for any other leave permitted by law. Total military leave time taken may not exceed five (5) years during employment, except in certain specific circumstances or as otherwise provide by law.

Advance notice of the need for leave is required, preferably in writing, unless giving such notice is not reasonable based on circumstances not attributable to the employee or is precluded by military necessity. Please inform Human Resources of anticipated military leave time as far in advance as possible.

Accrued, but unused, vacation (where applicable) will be paid during military leave at your request.

Health insurance benefits will remain in effect for the first thirty days of any military leave. After this 30-day period, employees on a military leave, and their dependents, will be given the opportunity to elect to continue their health insurance benefits as required by USERRA up to 24 months, subject to the terms, conditions, and limitations of the plan for which the employee has elected coverage immediately prior to the leave. Employees or dependents making such elections will normally be required to pay up to 102% of the costs of the premiums for maintaining coverage through USERRA. An employee on military leave may also be entitled to continuation coverage under COBRA for up to 18 months, which runs concurrently with the USERRA continuation coverage.

If you comply with the steps necessary under state or federal law for reemployment, the Company will reinstate you according to that law. Failure to return to work or reapply within the applicable time limits may result in loss of employment rights.

Jury and Witness Duty Leave

We encourage employees to serve on jury or witness duty when called. Employees must notify Human Resources of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court. Time off for jury or witness duty will be unpaid except the Company will provide paid time off where otherwise required by applicable state law.

Employees may be required to provide verification of jury duty or witness service from the court clerk.

Bereavement Leave

Qwick does not offer paid bereavement leave. If you need to take time off to grieve or to attend/arrange a funeral, you don't need to inform us first. Simply cancel any accepted upcoming shifts that you would miss while unavailable. When ready to work, you may be asked for documentation so that your cancellations can be excused and do not negatively impact your standing with the Company.

WORKPLACE SAFETY AND SECURITY

Anti-Violence Policy

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect Company employees or that occur on the Company's or a Business Partner's premises, will not be tolerated. It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, consultants, contractors, Business Partners, vendors, visitors and anyone else on the Company's or a Business Partner's premises.

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

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

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

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

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

- Threatening physical contact directed toward another individual;

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

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to an on-site supervisor or manager or to Human Resources.

The Company will make the sole determination of whether and to what extent, it will act upon threats or acts of violence. In making this determination, the Company will undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's or a Business Partner's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company, the Company's Business Partners, or occupied by Company employees or persons providing services to the Company or its Business Partners (the "Workplace"). Unless this prohibition is contrary to state or local law, the workplace specifically includes Workplace parking areas. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

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

Work-Related Injuries

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

Employees who sustain work-related injuries may receive workers' compensation benefits. Employees should consult with Human Resources for information regarding workers' compensation benefits.

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking and the use of all tobacco-related products, including but not limited to the use of chewing tobacco and the use of e-cigarettes is strictly prohibited in the workplace. Employees who observe other individuals smoking in the workplace have a right to object and should report the violation to their on-site supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

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

Drug and Alcohol-Free Work Policy

Each employee has a responsibility to co-workers and the public to complete their job duties in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law, and include lawful controlled substances that have been illegally or improperly obtained.

Unless otherwise limited by state law, the Company prohibits the use of marijuana and marijuana products. The Company will take disciplinary action, up to and including termination, where the employee is impaired at work due to the use of medical or recreational marijuana or if marijuana or marijuana products are brought onto Company or a Business Partner's property.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while engaged in work for the Company or on Company/Business Partner's premises and from working with alcohol in their systems.

Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

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

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

The Company's general prohibition against the possession or use of marijuana at work or being under the influence of marijuana during working time and working while impaired applies regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. Employees who have any questions regarding the Company's position concerning medical marijuana in a particular location should contact Human Resources at hr@qwick.com.

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Due to the nature of the work employees will be performing, employees are subject to the safety policies and procedures of the Business Partner for whom they are working. These policies and procedures may include but are not limited to searching desks, lockers and other storage devices that are provided for the convenience of employees but remain the sole property of the Business Partner. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company or the Business Partner, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company/Business Partner's premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during

any search or inspection must report the time spent during the search or inspection as working time and they will be paid for such time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Company's premises, to the extent permitted by applicable law. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company or its Business Partners, typically a management employee of the same sex or gender.

For the purposes of this policy, reasonable suspicion is defined as specific and articulable facts, taken together with rational inferences from those facts, that the individual is in possession of drugs, contraband, or other illegal materials.

Visitors

Qwick employees are expected to adhere to the visitor policy of the Business Partner they are serving.

Use of Company Equipment and Resources

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

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

Inclement Weather

This policy establishes procedures to close or delay opening of the Company due to hazardous or severe weather conditions, as well as procedures for notifying employees of a closure or delay.

The Company reserves the right to cancel shifts due to hazardous or severe weather. When hazardous or severe weather conditions occur outside of regular business hours, the Company will make reasonable efforts to notify employees via the Qwick app as soon as possible. In the event that the Company closes early due to hazardous or severe weather, nonexempt employees will be paid for all hours worked and will otherwise be paid in accordance with applicable federal and state law.

When the Company is open, but an employee is unable to report to work because of hazardous or severe weather, the employee should report any delay or absence to Human Resources.

Employees should not take unnecessary risks to report to work in unsafe conditions.

No Solicitation/Distribution of Literature

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

Workers' Compensation

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

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform Human Resources at hr@qwick.com and the onsite manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Leaves of Absence/Accommodation

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

Return to Work

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

Fraud

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

LEAVING THE COMPANY

Notice of Resignation

Should an employee decide to end their employment with the Company, the employee should delete the Qwick app by clicking the three white lines in the top left corner of the app, going to Settings, and then selecting "Delete Account."

Nothing in this policy alters the Employment At-Will Policy in this Handbook.

Pay Upon Termination

Final wages will be paid in accordance with applicable law.

Verifications of Employment

Our policy concerning references for former employees is to verify employment by disclosing only the dates of employment and the title of the last position held. So that the Company can handle requests for employment verification in a consistent, and lawful manner, all requests for employment verification, should be submitted via Qwick's Hotline under "Income/Employment Verification". The Company does not provide letters of reference.

ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received and read a copy of the Labor Force Group, LLC, a subsidiary of Qwick, Inc. ("Qwick" or the "Company") Handbook for W-2 Professionals ("W-2 Pro Handbook" or "Handbook") and, if applicable, the State Supplement for the state in which I work ("Supplement"). I understand that the Handbook (and applicable Supplement) sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I agree to abide by and be bound by the rules, policies and standards set forth in the Handbook and any applicable Supplement.

I acknowledge that, except where required otherwise by applicable state law, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated by me or the Company at any time for any reason, with or without cause or notice, provided that it is not for an unlawful reason. I further acknowledge that only the Chief People Officer of the Company has the authority to alter the at-will nature of my employment with Qwick through a signed written agreement.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Handbook and Supplement, but that all such revisions, deletions or additions will be in writing. No oral statements or representations can change the provisions of the Handbook or Supplement. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Handbook, applicable Supplement, or any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures in the Handbook and Supplement should be construed to interfere with any employee rights provided under state or federal law including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

I further acknowledge that I have received, read, and understand Qwick's Discrimination, Harassment and Retaliation Prevention Policy, and I agree to comply with this policy. I understand that if I feel I have been subject to discrimination, sexual harassment, prohibited harassment, or retaliation for conduct that may violate the Company's Discrimination, Harassment and Retaliation Prevention Policy, or any additional policies on anti-discrimination, harassment, or sexual harassment, or if I am aware of such conduct, I should immediately report the matter to Human Resources at hr@qwick.com or online by using Qwick's [Hotline](#). I may also report this to my onsite manager.

I acknowledge that I was "on-the-clock" (*i.e.*, I recorded my time or made sure I was clocked in) when reviewing the Employee Handbook and State Supplements (if applicable) and signing the Acknowledgment forms.

I have read and understand the above statements.

Signature: _____ Date: _____

Name (Printed): _____

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

