

THE TAM-PACIFIC GROUP, LLC



San Francisco & Marin

EMPLOYEE HANDBOOK

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INTRODUCTION

Welcome to Tam-Pacific DBA **Brightstar Care of San Francisco & Marin**. Welcome to the compassionate team of healthcare professionals dedicated to delivering a great client experience every day.

This Employee Handbook contains information about the employment policies and practices of Brightstar Care in effect at the time of publication. Except for employment at-will status and arbitration agreement, Brightstar Care reserves the right to change, in its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignments, positions, titles, compensation rates and benefits for any employee. Other than Paul Wichman of Brightstar Care, no manager, supervisor or representative of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only Paul Wichman has the authority to make any such agreement, and then only in writing signed by Paul Wichman and the employee expressly making this change.

The policies set forth in this Handbook replace any and all previous policy statements, whether written or oral, which differ from or are inconsistent with the policies expressed in this Handbook. No such prior policies or procedures shall have any force or effect after the effective date of this Handbook.

EMPLOYEE RESPONSIBILITY

It is the responsibility of each employee to learn and abide by all of the Company's policies, including those contained in this Handbook. If you are unclear on any policy, ask the Human Resources Manager. Failure to follow any of the Company's policies will result in disciplinary action, up to and including termination.

AT-WILL EMPLOYMENT

Nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment at Brightstar Care is employment at-will. Employment at-will may be terminated at the will of either the employer or the employee. Employment and compensation may be terminated with or without cause and with or without notice at any time by you or Brightstar Care.

HISTORY OF BRIGHTSTAR CARE

Founded in 2002 in Gurnee Illinois, BrightStar has grown to over 300 locations in the United States and Canada. Each BrightStar office is locally owned and operated. BrightStar of San Francisco & Marin was founded by Paul and Christine Wichman in 2009.

COMPANY PHILOSOPHY

We treat each other with respect and we provide compassionate care and exceptional service to every client with confidence and professionalism.

BRIGHTSTAR VALUES

At BrightStar Healthcare we respect each individual and appreciate all contributions to our success. Our corporate values are to treat each other at all times in a way, which reflects this respect, and to maintain a level of common courtesy and professionalism at all times. BrightStar Care values some basic things such as avoiding the use of offensive language or, when problems or disputes arise, as is inevitable in any organization, attempting to resolve them in a civil and timely manner. BrightStar Care employees are expected to use reasonable, mature judgment in determining what behavior is appropriate. BrightStar Care strives to promote and maintain the highest ethical standards in our business. It is the intention of BrightStar Care as a Company to conduct all business in accordance with high standards of integrity and in compliance with all applicable laws and regulations.

For any group of people to work together successfully, and given the special nature of the services we perform, it is necessary to establish some basic rules of behavior with which everyone must comply. Some of these guidelines relate to existing laws; many are simply common sense. These guidelines go a long way towards creating the kind of team environment in which we can all be productive and feel comfortable.

Compassion

We take genuine care of people
We are a good neighbor in the community
We treat all people with dignity and respect

Integrity

We tell the truth
Our actions are kind and considerate

Family

We work as a team to achieve results together
One for all, all for one
We share success

Professional Excellence

We always strive to be the best and provide the best value
We always communicate and conduct ourselves in the most professional manner

Trustworthy

We are always there
We take care of our clients and their needs – 24 x 7

Accountable

We deliver solutions
We do what we say

Diversity

We value different opinions
We respect differences
We recognize that our differences make us better

**WORKING TOGETHER AS A TEAM AND FOCUSING ON PATIENT
HEALTH AND SAFETY MEANS WE DELIVER THE BEST POSSIBLE
OUTCOMES FOR OUR CLIENTS.**

COMPANY POLICIES & PRACTICES

EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of Brightstar Care to make all employment decisions without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law. Brightstar Care is an equal opportunity employer and strictly prohibits unlawful discrimination by any employee, including managers, supervisors and co-workers. This policy pertains to all aspects of our employment terms and conditions including, but not limited to, recruitment, hiring, training, promotion, termination, compensation and benefits.

The Company will make reasonable accommodations for known physical or mental disabilities or medical conditions of qualified applicants or employees. A qualified applicant or employee who may require an accommodation in order to perform the essential functions of the job should notify the Human Resources Manager. The Company will engage in a timely, good faith, interactive process with the applicant or employee to determine the need for a reasonable accommodation. If a reasonable accommodation exists and will not impose an undue hardship on the Company, an accommodation will be made.

If you believe you have been subjected to unlawful discrimination, please follow the complaint procedure outlined in this Handbook below.

PROHIBITED HARASSMENT

Brightstar Care maintains a strict policy prohibiting harassment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law. Harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics is also prohibited. This policy applies to all persons involved in the operations of Brightstar Care, and prohibits such harassment by any employee of the Company, including managers, supervisors and co-workers. The policy is also in place to protect employees from prohibited harassment by third parties. It also prohibits employees from engaging in prohibited harassment against third parties. Prohibited harassment may have occurred even if you have not lost a job or some other economic benefit. However, only harassment that unreasonably interferes with your work performance or creates an intimidating, hostile or offensive work environment is unlawful. Prohibited harassment will not be tolerated, whether or not it rises to the level of unlawful conduct. Conduct that is prohibited under this policy includes, but is not limited to:

- ◆ Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- ◆ Visual conduct such as derogatory posters, photography, cartoons, drawings, emails, internet sites or gestures.

- ◆ Physical conduct such as unwanted touching, blocking normal movement or interfering with work directed at you because of your sex or any other prohibited basis.
- ◆ Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss and offers of job benefits in return for sexual favors.
- ◆ Other threats and demands based upon any other prohibited basis.
- ◆ Retaliation for opposing, reporting or threatening to report prohibited harassment or for participating in an investigation, proceeding or hearing conducted by the Equal Employment Opportunity Commission or any state fair employment agency.
- ◆ Sexually harassing conduct need not be motivated by sexual desire.

You have a right to have your concerns and complaints about prohibited harassment addressed. If you believe you are being harassed on the job because of your race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis protected by applicable law, please follow the complaint procedure outlined in this Handbook below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

PROHIBITED RETALIATION

Brightstar Care prohibits retaliation against any employee because of (1) the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful; (2) the employee's lawfully protected participation in an investigation or proceeding; (3) the employee's request for an accommodation for a disability (4) the employee's request for a religious accommodation; or (5) any other activity of the employee that is protected by law. Brightstar Care also prohibits retaliation against an employee because the employee is a family member of a person who has made a wage claim or engaged in other activities protected under the California Labor Code. Any retaliatory adverse action because of such opposition, participation, request, activity or familial relationship may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined in this Handbook below.

COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION

Brightstar Care encourages employees to report all incidents believed to be unlawful discrimination, harassment or retaliation. You should provide a complaint, preferably in writing, to your own or any other Company supervisor or the Human Resources Manager as soon as possible after the incident or incidents you believe to be unlawful or otherwise in violation of Company policy. Your complaint should include the details of the incident or incidents, the names of the individuals

involved and the names of any witnesses. Your complaint will be kept as confidential as possible, but no complaint can be kept completely confidential.

Supervisors must promptly refer all complaints to the Human Resources Manager. The Human Resources Manager or his/her designee will undertake an impartial investigation of the allegations and document the findings. This investigation will be completed and a determination regarding the conduct alleged will be made and communicated to you as soon as practical. Because of the seriousness of a complaint of prohibited discrimination, harassment or retaliation, no employee should knowingly make or knowingly participate in making a false complaint.

If the Human Resources Manager or his/her designee determines that a violation of Company policy has occurred, Brightstar Care will take remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violations of Company policy and ensure a work environment free from unlawful discrimination, harassment and retaliation. You will be kept apprised of such actions taken by the Company. Brightstar Care will not retaliate against you for making a complaint and will not knowingly permit retaliation by anyone.

Complaints of unlawful discrimination, harassment and/or retaliation can be filed with the California Department of Fair Employment and Housing (DFEH) and/or the federal Equal Employment Opportunity Commission (EEOC). These agencies may accept, investigate, prosecute and remedy complaints. The telephone numbers for the nearest agency office are listed in the telephone book and online directories. The agencies' websites are www.dfeh.ca.gov and www.eeoc.gov.

OPEN DOOR POLICY

At some time or another, you may have a suggestion, complaint or question about the Company, your job, your working conditions or the treatment you are receiving. We welcome your suggestions, complaints or questions. For issues other than prohibited harassment, discrimination or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to the Human Resources Manager, preferably in writing, who will address your concerns.

Brightstar Care takes all employee concerns seriously and attempts to resolve them as soon as possible to everyone's satisfaction.

EMPLOYMENT CLASSIFICATIONS

Employment at Brightstar Care is employment at-will. Employment at-will means that an employee may resign at any time with or without advance notice to the Company and with or without "cause." Likewise, the Company may terminate any employee at any time with or without advance notice and with or without "cause." Employees at Brightstar Care are classified by the Company as exempt or nonexempt and full-time, part-time or temporary.

Exempt Employees: Exempt employees are regular employees whose job assignments meet the federal and/or state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay.

Nonexempt Employees: Nonexempt employees are regular employees subject to federal and/or state overtime regulations and will be compensated for overtime hours worked in accordance with the law. Nonexempt employees must comply with the Company's policies regarding overtime and may never work "off-the-clock."

Full-Time Employees: Full-time employees are employees who are normally scheduled to work 40 hours per week.

Part-Time Employees: Part-time employees are employees who are normally scheduled to work fewer than 40 hours per week.

Per Diem: All nurses, physical therapists, home care aides and certified nurse aides work on a per diem basis. Due to the nature of our work there is no guarantee of work from day-to-day and there is no guarantee of hours.

Individuals working through an employment agency (leased employees, etc.) and those working as independent contractors are not considered "regular" employees of the Company and are not entitled to any employment benefits provided by the Company. If you have any question about your classification, you should check with the Human Resources Manager.

PERFORMANCE EVALUATIONS

Performance evaluations will be conducted periodically. Evaluations are generally conducted on an annual basis. Evaluations may also be conducted in relation to job changes, transfers, etc. The purpose of evaluations is to let employees know how well they are performing and whether they have any performance problems. Performance evaluations can be verbal or written, formal or informal. How you are rated on these evaluations in no way changes the at-will employment relationship.

You will have the opportunity to submit your own comments to any and all performance evaluations submitted by your supervisor. Your comments must be submitted in writing to your supervisor or to the Human Resources Manager.

PERSONNEL RECORDS

The information recorded in your personnel file is extremely important to you and to Brightstar Care. It is your responsibility to make sure that the personal data in the file is accurate and up to

date. Report any change of address, phone number, emergency contact information, etc. to the Human Resources Manager in writing immediately. You may add to the file your version of any disputed item in your personnel file.

As a Company employee, you have a right to inspect and/or receive a copy of your personnel file and payroll records, as provided by law, on the Company premises at a time mutually convenient for you and Brightstar Care. You also have a right to receive copies of documents that you have signed, copies of documents that relate to your performance, copies of documents relating to any grievance concerning you and copies of your payroll records.

In order for you to inspect and/or receive a copy of your records relating to your performance or grievances against you, you or the representative authorized in writing by you, must submit to the Human Resources Manager a written request stating the date the request is being made and designating the records that you want to review and/or receive copies of. Alternatively, you may request from the Human Resources Manager an employer-provided form to fill out and return to the Human Resources Manager.

The requested inspection and/or copies will be made available at a mutually convenient time no more than 30 days from the date that the Company receives the written request from you or the authorized representative. The time you spend inspecting the records is considered non-work time. If copies are requested, at the Company's discretion, the Company may request that you, the employee pay for the actual cost of reproduction.

You may also receive copies of your payroll records and personnel documents you have signed. Speak to the Human Resources Manager about how to obtain those. These will be provided no later than 21 days from the date that the Company receives an oral or written request. You may be required to pay for the actual cost of reproduction of these records.

WORKING HOURS

Normal working hours at Brightstar Care vary based on the needs of each individual client. The office hours are Monday through Friday from 8:00 am to 6:00 pm. The work schedule for full-time nonexempt employees is normally 40 hours per week. Your supervisor will assign your work schedule. Once assigned, this work schedule can be changed by your supervisor at any time for such reasons as to better serve the client, fluctuations in production or the reorganization of your team's responsibilities.

OVERTIME

The Company provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. For overtime pay calculation purposes for nonexempt employees, the workweek at the Company begins Monday at 12:01 AM and ends the following Sunday at midnight. The workday begins at 12:01 AM and ends at midnight. Your supervisor will notify you when overtime work is required. Prior verbal authorization from your supervisor must be obtained before working any overtime.

PUNCTUALITY AND ATTENDANCE

Employees are expected to observe regular attendance and be punctual. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. The Company understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. If requested, you must provide verification of the reason for your absence.

More than three instances of tardiness by a nonexempt employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive. Any absence or tardy that is excused by law will not be counted against your attendance record.

If you fail to report for work without any notification to a supervisor and the absence continues for a period of three business days, the Company will consider that you have abandoned and voluntarily resigned your employment.

MAKE-UP TIME

Brightstar Care may permit employees to take personal time off during the workweek and make up work time that is or would be lost as the result of such personal time off.

Make-up time must be requested in writing by you and approved in advance by your supervisor. Make-up time must be worked during the same workweek as the time missed. You are permitted to work up to 11 hours in one day, without incurring overtime, while making up missed time. Under no circumstances are employees permitted to work more than 11 hours in one day for purposes of make-up time.

ALTERNATIVE WORKWEEK

Brightstar Care may implement a new alternative workweek schedule for employees in the specific units. The new schedule will be implemented only if at least two-thirds (2/3) of the employees in the affected work unit approve the arrangement by a secret ballot vote. If the employees vote for the alternative work schedule, employees in the work unit will sign a written agreement verifying their agreement to work the alternative workweek schedule.

Although two-thirds of the employees must vote in favor of the alternative workweek schedule, it is possible that current employees in the affected work unit may not be required to work under the new schedule. Brightstar Care will make reasonable efforts to accommodate those employees who participate in the election but who are unable to work the alternative workweek schedule.

The alternative workweek schedule will be a variation from a standard eight-hour day, five-day workweek. Under a standard five-day/eight-hour workweek, employees are entitled to overtime pay as follows: (a) time and one-half for any hours over 40 in one workweek or for any hours over eight in one day up to 12 hours in a workday or for the first eight hours worked on the seventh consecutive day of work in a workweek; (b) double time for any hours over 12 in a workday or all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

Under an alternative workweek schedule employees will receive straight-time pay for the first 10 hours of work on each scheduled workday during the workweek. All work in excess of 10 hours per day and any work in excess of eight hours on a day not regularly scheduled under the alternative workweek agreement shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Any hours worked beyond 40 hours per week will be paid at least at one and one-half (1-1/2) times the employee's regular rate of pay. But daily and weekly overtime pay may not be earned on the same work hours. If an employee is required to work fewer hours than those that are regularly scheduled by the agreement, Brightstar Care will pay the employee time and one-half (1-1/2) for hours worked in excess of eight hours on that day.

If employees vote to adopt the alternative workweek schedule, employees covered by this agreement will receive a 15-minute rest period for each four hours of work or fraction thereof. Employees will be provided at least a 30-minute unpaid meal. The rest and meal periods will be provided in each work period of more than five hours unless the nature of the employee's work prevents the employee from being relieved of all duty and Brightstar Care and employee have a written agreement permitting an on-duty paid meal period. Employees who work more than 10-hours in a workday but less than 12-hours in a workday may agree to waive the second meal period by signing a written agreement that is approved by Brightstar Care. An employee may revoke that waiver at any time by providing Brightstar Care with at least one day's written notice.

Each employee will be advised in advance of his/her work schedule for each work week. As always, Brightstar Care must reserve the right to schedule employees to work in a manner that responds to its needs and responsibilities. Accordingly, variations to work schedules may be necessary from time-to-time, just as they have been in the past.

After a lapse of 12 months from the election and upon petition of one-third of the employees eligible to vote, a new vote by secret ballot may be taken. A two-thirds vote of the eligible employees will be required to rescind this schedule. If the schedule is revoked, Brightstar Care will comply within 60 days, unless it petitions the Division of Labor Standards Enforcement for an extension because of undue hardship.

Brightstar Care may, in its sole and absolute discretion, terminate the use of the alternative workweek schedule provided for in the Agreement upon advance notice to the affected employees of at least one pay period. In such event, Brightstar Care may institute a different schedule, workweek, or work period that is consistent with the applicable legal requirements.

Any questions regarding the possible effects of the proposed scheduling arrangement on an employee's wages, hours, or benefits should be directed to your immediate supervisor, or your Human Resources Department.

TIME RECORDS

You are required to clock-in and clock-out using the Timeclock Plus V7 application from your mobile phone. If you have difficulty using the application, you must call the BrightStar office immediately for assistance.

Time records must be accurately completed within the Company's timekeeping system by nonexempt employees. Each time record must show the exact time worked, the meal periods taken and your digital signature via the Timeclock Plus V7 application on your mobile phone. All hours must be recorded. Working "off-the-clock" is strictly prohibited. Absences and overtime must be accurately identified on your time record. Signing your time record certifies that you have accurately recorded all hours of work that you performed and that you received all your meal periods, rest periods and recovery periods consistent with our policy and applicable law.

You cannot record time and or submit a time record for another employee or allow another employee to record or submit your time record. Each employee must sign and submit his or her own time record.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law.

You should immediately contact the Human Resources Manager with any questions concerning pay so that inadvertent errors can be corrected.

MEAL PERIODS

Nonexempt employees who work more than five hours in a day are provided with an uninterrupted 30-minute unpaid meal period in which the employee is to be relieved of all duties. You must complete the meal break before the end of the fifth hour of work. However, employees should not cut a meal break short if it is not possible to complete the 30-minute duty free meal break before the completion of their fifth hour of work

Nonexempt employees who work more than ten hours in a day are provided with a second uninterrupted 30-minute unpaid meal period in which the employee is to be relieved of all duties. Employees must complete the second meal break before the end of the tenth hour of work. However, employees should not cut a meal break short if it is not possible to complete the 30-minute duty free meal break before the completion of their tenth hour of work.

If an employee's work day will be completed within a total of six hours the employee may waive the meal period. To waive that meal period, the employee must receive prior written approval from the immediate supervisor or the Human Resources Manager. If an employee's work day is greater than six hours the first meal period cannot be waived.

If an employee's work day exceeds ten hours of work time, the employee may waive the second meal period only if the employee has taken the required first uninterrupted 30-minute unpaid meal period in which the employee is to be relieved of all duties and the employee's workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the immediate supervisor or the Human Resources Manager.

The Company discourages employees from performing any work on behalf of the Company during their meal break. Employees may leave the premises during their meal break. The Company prohibits management or other employees from interrupting an employee who is on his or her meal break.

The nature of the work for some Brightstar Care client's may prevent nurses from being relieved of all duty for an uninterrupted meal period of 30 minutes. For these nurses, the Company provides an on-duty meal period which is counted as time worked. This policy is confirmed in a separate acknowledgement signed by each team member.

Nonexempt employees must observe assigned working hours, the time allowed for meal periods and report any missed meal period on the day's time record. Employees are also required to complete and sign the Daily Exception Sheet for each instance where an uninterrupted meal period is not provided and explain why they were not provided the opportunity to take their meal period.

REST PERIODS

Nonexempt employees are entitled to take the following paid rest periods:

- No break for shifts of under 3.5 hours
- 10 minutes for shifts from 3.5 to 6 hours in length;
- A second 10 minute rest period for shifts of more than 6 to 10 hours in length; and
- A third 10 minute rest period for shifts of more than 10 to 14 hours in length.

Your supervisor may schedule your rest periods and whenever practical rest periods should be taken in the middle of your work period. As a general rule in an eight-hour shift, an employee's first 10 minute rest period should be taken before his or her first meal period and an employee's second 10 minute rest period should be taken after his or her first meal period. Shorter or longer shifts and other factors that make such scheduling impracticable or infeasible may alter this general rule.

Rest periods are paid work time; they cannot be waived by the employee in order to shorten the work day or used towards additional time off. Rest periods cannot be combined with an employee's meal period. Do not leave the premises during your rest period and do not take more than 10 minutes for each rest period allowed provided under this policy.

Employees desiring to express breast milk for the employee's infant child will be provided a reasonable amount of break time and a secluded area so that this may be done in private. This break time shall coincide with the employee's regularly scheduled break time to the extent possible. If a lactation break is taken outside of or extends beyond a paid break, a nonexempt employee must record the time on the timesheet as an unpaid break period.

Nonexempt employees must observe assigned working hours, the time allowed for rest periods and report any missed rest period on the day's time record. Employees are also required to complete and sign the Daily Exception Sheet for each instance where an uninterrupted rest period is not provided and explain why they were not provided the opportunity to take their rest period.

RECOVERY PERIOD

A recovery period means a cool-down period afforded an employee to prevent heat illness. If heat illness prevention guidelines apply to your position, that information will be provided to you.

Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be

permitted at all time. An individual employee who takes a preventative cool-down rest shall be monitored and asked if he or she is experiencing symptoms of heat illness; shall be encouraged to remain in the shade; and shall not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event less than 5 minutes in addition to the time needed to access the shade. Recovery periods shall be taken as required by law. Recovery periods are paid work time; they cannot be waived by the employee in order to shorten the work day or used towards additional time off. The Company prohibits management or other employees from interrupting an employee who is on a recovery period.

Nonexempt employees must observe assigned working hours, the time allowed for recovery periods and report any missed recovery period on the day's time record. Employees are also required to complete and sign the Daily Exception Sheet for each instance where a recovery period is not provided and explain why they were not provided the opportunity to take their recovery period.

PAYDAYS

Paydays at Brightstar Care are every Friday. Checks are generally available after 4:00 pm and will be distributed by the Human Resources Manager or his or her designee at the office. If a normally scheduled pay date falls on a holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday.

If a garnishing wage order is received by Brightstar Care for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or the Human Resources Manager as soon as possible.

MANDATORY MEETINGS & TRAINING

Brightstar Care will pay nonexempt employees for tuition and time spent attending meetings and training programs outside of regular working hours under the following conditions:

1. Attendance is mandated by the Company; or
2. The meeting or training program is directly related to the employee's job and the employee's attendance is approved by management in advance.

All mandatory meetings and training programs will be identified as such. Do not assume a meeting or training program is approved by the Company unless identified as mandatory. Check with your supervisor if there is any question.

Nonexempt employees must record the actual hours of attendance on the day's time record. If attendance at a mandatory meeting or training program results in travel beyond that of your normal commute, you will be compensated for this additional time spent traveling. The rate of pay for attending and or traveling to meetings and training programs may vary from the employee's normal pay rate. If you have questions on how to record your time, you should ask your supervisor.

COMPANY CREDIT CARDS

Some employees may be issued company credit cards. These credit cards are for Company business only. Personal charges are prohibited.

EXPENSES

The Company reimburses employees for reasonably necessary business expenses. Employees who have incurred authorized business expenses must submit receipts fully documenting the expense. Do not incur expenses without prior authorization.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Company vehicles are the property of the Company. Employees who utilize Company vehicles have a responsibility to maintain the vehicle they are assigned. Employees who drive a Company vehicle or their own vehicle on Company business are required to present proof of a current, valid driver's license. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation and all other required documentation is to be kept in the Company vehicle's glove box at all times.

Employees using a personal vehicle for Company business will be reimbursed on a per mile traveled basis and must present proof of current insurance coverage. Motorcycles are not an approved form of transportation for conducting Company business.

It is required that you observe all policies set forth by the Company as well as applicable traffic laws, regardless of if you are driving a Company vehicle or your own vehicle for the purpose of conducting Company business. Report any type of accident, traffic citation and/or vehicle damage immediately to your supervisor. If you receive a traffic citation while on Company time or during the use of a Company vehicle, you will be responsible for payment of the citation.

Employees must adhere to Company policies and traffic laws. Employees are prohibited from transporting unauthorized passengers in a Company vehicle or in a personal vehicle during work time.

COMPANY PROPERTY AND FACILITIES

All Company property and facilities, including but not limited to, desks, storage areas, work areas, lockers, file cabinets, computer systems, telephone systems, tools, equipment and vehicles are to be used only for Brightstar Care's business and must be properly used and maintained. The Company reserves the right, at any time, and without prior notice, to inspect any and all of the Company's property or facilities to ensure that Company policy is being followed. Such inspections may be conducted during or after business hours and in your presence or absence.

COMPANY KEYS, ALARM CODES AND ENTRY CARDS

You may be assigned a building key, alarm code and/or entry card needed to conduct your daily job responsibilities. You are responsible for all keys, entry cards and the confidentiality of your alarm code. Duplication of any company key is not allowed. It is against Company policy to loan or distribute your assigned keys to another employee or non-employee of the Company. It is against

Company policy to disclose your alarm code unless specifically authorized by the Human Resources Manager. If your Company keys/entry card are lost, misplaced, destroyed or stolen or your alarm code is compromised, you must report it immediately to your supervisor.

COMPUTERS AND ELECTRONIC EQUIPMENT

The Company's computer and other electronic systems (“technology”), including but not limited to, telephone systems, voice mail systems, electronic mail systems, cellular phones, company-issued computers and workstations, computer hardware, peripheral equipment such as printers and fax machines, software that grants access to external services, such as the Internet or cloud storage accounts, and instant messaging systems, are provided for business use only. Company has the right to review, copy or disclose any files or information found on their technology. All messages sent and received, including personal messages, and all data and information stored on or transported through the Company’s Technology Resources are Company property regardless of the content.

Although passwords may be utilized to restrict access to certain systems, the passwords are designed to protect the Company against unauthorized access—not to prohibit access by the authorized Company representatives. The Company may require you to disclose username(s), password(s) or other method(s) of accessing any Company-issued electronic device. The Company retains the right to enter into any technology system and to inspect and review any and all data recorded in the systems. Because the Company reserves this right no message or data placed on the Company's technology should be considered private or confidential. Deleting or erasing information, documents or messages maintained on the Company technology is, in most cases, ineffective. All employees should understand that any information kept on the Company’s technology may be electronically recalled or recreated. There should be no expectation of privacy by an employee because they erased or deleted messages.

All employees obtaining access to copyrighted materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with express written permission from the owner. Unless specifically authorized, employees may not download or install any software on the Company’s technology.

The Company’s technology may not be used for transmitting, retrieving or storing any communications of a discriminatory or a harassing nature. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law, whether about a specific individual or about these protected categories in general, shall be transmitted, received or stored. The Company prohibits the use of abusive, profane or offensive language received or transmitted through the Company’s technology systems. The Company’s technology may not be used for any purpose that is illegal, against Company policy, causes discredit to the Company or is contrary to the best interests of the Company. Use of the Company technology for personal gain or profit or for personal reasons that would impede the Company’s ability to conduct business is prohibited.

Each employee is responsible for the content of all text, audio or images that the employee places on or sends over the Company’s technology systems. All electronic communications you send

should include the Company's electronic communications privacy notice. No electronic communication may be sent which hides the sender or represents the sender as someone else. Employees who receive text, audio or images over the Company's technology systems that violate any of the Company's policies should immediately report this receipt to their supervisor or the Human Resources Manager.

SOCIAL MEDIA

In this day and age, online commentaries and publications through various social media are commonplace. The means to engage in social media are expanding regularly. This policy is intended to govern the publishing, posting and/or release of information through all existing and developing social media platforms such as: Social Networking Sites such as Facebook, Instagram, Snapchat, Pinterest, etc.; Blogs; Micro-blogs, such as Twitter; Video and photo sharing websites, such as YouTube; Forum Discussion Boards, such as Google Groups; Online Encyclopedias such as Wikipedia; an employee's own website; interactive Websites of other companies or individuals where on line comments are permitted; and other user-generated media.

Employees may not use social media to violate any of the Company's policies. Each situation by which an employee's use of social media may violate the Company's policy cannot be detailed. Below are four basic principles that govern the use of social media by Company employees but this list is not exhaustive. An employee who has a question about whether his or her use of social media is prohibited by this policy should contact the Human Resources Manager before engaging in the use.

- Unless specifically authorized, employees are prohibited from using the Company's equipment and technology to engage in social media. Whether you are working or not, the Company's equipment and technology are provided to you for the purpose of conducting Company business.
- Unless specifically authorized, employees are prohibited from engaging in social media during their working time, regardless of whose equipment and technology are used. As used in this policy, working time excludes meal and break periods.
- Employees are prohibited from disclosing Company trade secrets, proprietary information and other confidential information described in various sections of this Handbook. These policies include but are not limited to the sections covering: Computers and Electronic Equipment; Confidential Information; Conflict of Interest; Personnel Records; and Solicitation.
- If you identify yourself in social media as being employed by the Company, you must state that your views are your own personal views and that you are not authorized to and do not speak on behalf of the Company. Remember that once you identify yourself as being employed by the Company, your statements, whether intended by you or not, can reflect unfavorably on the Company, its image and its products/services.

The Company disclaims any legal responsibility for employees' use of social media. Employees are legally responsible for their own use of social media.

CELL PHONE POLICY

Personal cellular phone use is not permitted while you are working. Cellular phones should be turned off and/or set to silent and stored with your other personal belongings while you are working.

If you are required to perform business on a cellular phone for Brightstar Care while driving, you must utilize the hands-free option on the cellular phone or a headset/earpiece device. Sending or reviewing text messages or emails or reviewing the contents of your cellular phone while driving is also prohibited.

If you are assigned a Company cell phone to conduct Company business, please notify your supervisor if the cell phone is misplaced, stolen or damaged. Personal calls, received or placed, are not allowed on Company cell phones. The Company retains the right to enter into any cellular phone system and to inspect and review any and all data recorded in the systems. Because the Company reserves this right, no message or data placed or received on the Company's cellular telephones should be considered private or confidential.

POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS

In order to maintain and promote efficient operations, discipline and security, the Company maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in Company work areas for any purpose except to report for, be present during and to conclude a work period. Nonexempt employees must not arrive, begin work and clock-in at his or her working area before they are scheduled to begin and must stop work and clock-out and leave the work area after their work schedule for the day is completed. Work area does not include Company parking lots, gates or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Company property.
5. Non-employees are forbidden from entering upon Company property at any time except on official business with Company.

BULLETIN BOARDS

Company bulletin boards are reserved for the exclusive use of Brightstar Care for posting work-related notices or notices which must be posted pursuant to local, state and federal law. From time to time, special notices and information for employees will be posted by the Company on the bulletin boards. Please check the boards regularly for such notices.

RECREATIONAL AND SOCIAL ACTIVITIES

Employees of Brightstar Care may participate in various recreational and social activities that are either sponsored by or supported by the Company. All recreational and social activities are completely voluntary. No employee is obligated to participate in any recreational or social activity, and no employee's work-related duties include participation in such activities. Any employee who elects to participate in any recreational or social activity does so at his or her own risk. The Company disclaims any and all liability arising out of an employee's voluntary participation in any off-duty recreational or social activity. The time spent organizing, preparing for, attending and/or participating in these activities is not paid work time.

DISCIPLINE AND INVOLUNTARY TERMINATIONS

Violation of Company policies and rules, whether or not they are included in this Handbook, will result in disciplinary action. Discipline may be in any form deemed appropriate by the Company, including but not limited to, verbal warnings, written warnings, suspensions and termination of employment. The Company's disciplinary system does not require any formal steps or procedures. The Company will, in its sole discretion, utilize whatever form of discipline it deems appropriate under the circumstances, up to and including the immediate termination of employment without any prior discipline. The use of discipline in no way changes the at-will employment relationship.

VOLUNTARY TERMINATIONS

If you decide to leave your employment with Brightstar Care, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation.

REFERENCES

All requests for employment verifications and employee references must be directed promptly to the Human Resources Manager. Other employees should not provide any such information. References for employees who have left Brightstar Care are limited to disclosure of dates of employment and title of the last position held.

ARBITRATION OF DISPUTES

To resolve employment disputes in an efficient and cost-effective manner, Brightstar Care asks its employees to enter into arbitration agreements. Details regarding arbitration can be found in the arbitration agreement.

STANDARDS OF CONDUCT

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity or safety. If you are assigned a Company uniform, your uniform must be clean and presentable when you report to work.

Exceptions to the Company's policy should be requested in writing, in advance from the Human Resources Manager. The Company will make reasonable accommodations for religious dress and religious grooming practices.

CUSTOMER & PUBLIC RELATIONS

The Company's image in front of customers and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Human Resources Manager.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the Company. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the Company.

- ◆ Falsification of employment records, employment information or other Company records.
- ◆ Recording the work time of another employee or allowing any other employee to record your work time or allowing falsification of any time record, either your own or another's.
- ◆ Theft, deliberate or careless damage of any Company property or the property of any employee or customer.
- ◆ Accepting gifts from clients or client family members.
- ◆ Provoking a fight or fighting during working hours or on Company property.
- ◆ Participating in horseplay or practical jokes on Company time or on Company premises where such conduct might be a safety risk or might be interpreted as offensive.

- ◆ Carrying firearms or any other dangerous weapons during working hours or on Company premises at any time.
- ◆ Consuming, possessing or being under the influence of alcohol and/or drugs during working hours or at any time on Company property or job sites.
- ◆ Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management.
- ◆ Unreported absence on scheduled workdays.
- ◆ Unauthorized use of Company technology, equipment, time, materials, facilities or the Company name.
- ◆ Sleeping or malingering on the job.
- ◆ Failure to observe working schedules, including the required rest, meal and recovery periods.
- ◆ Engaging in criminal conduct whether or not related to job performance.
- ◆ Soliciting other employees for membership, funds or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- ◆ Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- ◆ Failure to timely notify your supervisor when you are unable to report to work or failure to return from an approved leave of absence.
- ◆ Failure of a nonexempt employee to obtain permission to leave work for any reason during normal working hours, other than for an unpaid meal break.
- ◆ Making or accepting personal telephone calls during working hours except in emergencies.
- ◆ Failure to provide a physician's certificate when requested or required to do so.
- ◆ Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- ◆ Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Prohibited Harassment, Equal Employment Opportunity or

Prohibited Retaliation policies; or using profane or abusive language at any time on Company premises or during working hours.

- ◆ Violation of any safety, health, security or Company rule.
- ◆ Working “off-the-clock,” working overtime without authorization, refusing to work assigned overtime.

CONFIDENTIAL INFORMATION

You may during the course of your duties be advised of certain confidential business matters and affairs of the Company regarding its business practices, customers, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Company and not generally known to the public or competitors. Such proprietary information includes customer and prospective customer information, pricing information, product and service information, competitive strategies, marketing plans, personnel information and financial information. You shall not, either during your employment with the Company or any time in the future, directly or indirectly:

a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business or enterprise, any confidential information acquired during your employment;

b. individually or in conjunction with any other person, firm, agency, company, client, business or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the Company;

c. access, use, copy, publish, deliver or commit to being published or delivered, any copies, abstracts or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the Company, except to the extent required in the ordinary course of your duties.

d. access any documents, files, records, data, information, emails, lists, drawings, specifications, and equipment with the purpose of duplicating or copying the information for personal use or distribution. The company monitors any duplication of the enumerated items above.

e. The above enumerated acts are in violation of California Penal Code §502 and are punishable with severe civil and criminal penalties. These actions constitute theft and can result in fines and/or imprisonment.

Upon termination of employment, employees are required to immediately return to the Company all property of the Company in as good condition as when received (normal wear and tear excepted) including, but not limited to, all technology, files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials and similar items relating to the business of the Company.

CONFLICTS OF INTEREST

Situations that result in actual or even potential conflicts of interest must be avoided by all employees. Personal, social and economic relationships with competitors, suppliers, customers or employees that may impair an employee's ability to exercise good judgment on behalf of the Company or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to management so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

What you do on your free time is your own business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at Brightstar Care or create a conflict of interest with your statutory duty of loyalty to the Company. The Company prohibits employees from working with another company or external organization that competes with Brightstar Care whether as a regular employee or as a consultant.

DRUG AND ALCOHOL POLICY

It is the intent of the Company to promote a safe, healthy and productive work environment for all employees. The Company recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or Company success. It is the objective of the Company to have a work force that is free from the influence of controlled substances and illegal drugs and alcohol during work hours. Marijuana is a controlled substance, even if recommended by a physician, because it is illegal under federal law. The Company will not tolerate employees who use or have possession on the Company premises or who are under the influence of controlled substances, illegal drugs or alcohol during work hours.

Employees taking physician-prescribed medications which impair their job performance should not report to work. Employees taking physician-prescribed medication which will not impair their job performance should present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the Company premises any prescription medication other than medications currently prescribed by a physician for that employee.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your supervisor or other employees. Report any suspicious persons or activities to your supervisor. The Company will make reasonable accommodations for employees who are victims of stalking in an effort to enhance the employee's security at work.

Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to your supervisor.

WORKPLACE VIOLENCE

Safety and security of employees is of vital importance to Brightstar Care. Acts or threats of physical violence, including intimidation, harassment, stalking and/or coercion, which involve or affect the Company or which occur on Company property, will not be tolerated. Employees are strictly prohibited from bringing weapons onto Company property or during work time. Any act or threat of violence should be reported to your supervisor or Human Resources Manager immediately.

SAFETY POLICY

Brightstar Care is firmly committed to maintaining a safe and healthy working environment. All employees of the Company are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Safety Coordinator immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on Company premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, bring it to the attention of your supervisor or the Safety Coordinator immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Safety Coordinator regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Safety Coordinator.

Brightstar Care has in place a written Injury and Illness Prevention Program as required by law. If you have not received your copy of this Program or if you wish an additional copy, please contact the Safety Coordinator. It is your responsibility to read, understand and follow the Injury and Illness Prevention Program provisions applicable to your work assignment.

ERGONOMICS

Brightstar Care has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the Company will make necessary adjustments to an individual's work station, educate employees on ergonomic safety and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Safety Coordinator.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas may contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Safety Coordinator.

EMPLOYEE BENEFITS

PAID SICK LEAVE

All employees begin to accrue paid sick leave at the commencement of employment. The sick leave accrues at a rate of one (1) hour for every 30 hours worked. Exempt employees are deemed to work 40 hours per week unless their normal workweek is less than 40 hours, in which case they are deemed to work the hours in their normal workweek. The accrual continues up to a maximum of 72 hours or nine days at which point the accrual is capped and no further sick time will accrue until paid sick leave is used and the amount available falls below the cap.

Employees must be employed for 30 or more days within a year from the commencement of employment to be eligible to receive the paid sick leave. Eligible employees can begin to use the accrued sick leave on their 90th day of employment.

Paid sick leave can be used for the diagnosis, care or treatment of an existing health condition or for preventive care for yourself or your spouse, child, parent, registered domestic partner, grandchild, grandparent, or sibling. It may also be used if you are a victim of domestic violence, sexual assault or stalking to obtain medical assistance, counseling, legal protections or other assistance to ensure your health and safety.

Paid sick time will be provided upon the employee's request. Employees may request to use their accrued sick leave in any increment of at least two (2) hours or more. If the need for time off is foreseeable, the employee must notify their supervisor as soon as they are aware of the need. In an emergency situation, an employee should notify their supervisor as soon as practicable.

Nonexempt employees will receive their hourly wage for each hour of sick leave taken. Exempt employees will continue to receive their full salary while taking the paid sick leave days and do not receive additional compensation beyond their normal salary.

Unused sick leave is not paid out at the termination of employment.

PAID TIME OFF (PTO) ADMINISTRATIVE EMPLOYEES ONLY

After completing the first 60 days of employment, full-time administrative employees begin to earn and accrue PTO at as follows:

Monthly Accrual

8 hours

Annual Accrual

96 hours

Employees may use PTO once it has accrued. PTO can be used for any reason: vacation, illness, medical appointments, family care, personal business, etc. The Company encourages employees to use their PTO and take time off for rest and relaxation. PTO time accrues to a maximum cap of 144 hours. No additional PTO will be earned until accrued PTO time is used and the total accrued and unused PTO time falls below the cap. The Company reserves the right to schedule PTO time for

employees or to compensate employees for accrued, unused PTO time at any time in its sole discretion.

Employees must submit a written PTO request for vacations and other planned absences at least two weeks in advance. In an emergency situation, an employee should notify their supervisor as soon as practicable. The Company reserves the right to disapprove a PTO request based on operational needs of the Company.

PTO can be deducted in 4 hour increments of time for a nonexempt employee. PTO time for exempt employees will be deducted when two or more hours are taken in one business day.

Accrued PTO shall be paid at the employee's current base rate of pay. Employees cannot use any PTO until accrued. **Part-time and temporary employees do not earn PTO time.** Employees on an unpaid leave of absence do not accrue PTO time. Unused PTO is paid out at the termination of employment.

If an employee is absent due to illness or injury, medical evidence and/or medical certification of their fitness to return to work may be required.

HOLIDAYS

Brightstar Care observes the following **unpaid** holidays:

New Year's Day

Independence day

Labor Day

Thanksgiving Day

Christmas Day

When a holiday falls on a workday employees are required to work but BrightStar pays a holiday premium of 1.5 times pay for hours worked on a holiday. When a holiday falls on a Saturday or Sunday, it is usually observed on the following Monday. In cases where employees are working overtime shift hours on a holiday they will receive 1.5 time regular pay for the regular hours and 1.5 times regular pay for the overtime hours. However, the Company may close on another day. Holiday observance will be announced in advance.

INSURANCE BENEFITS

Health Insurance

Medical coverage is offered to all fulltime employees on the first day of the first month following the 60th day of employment, in accordance with the Company's health insurance plan as set forth in the Summary Plan Description ("SPD"). In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are

responsible for paying the premiums of continuing health coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

Dental Insurance

Dental coverage is offered to all full-time employees on the first day of the month following the 60th day of employment, in accordance with the Company's dental insurance plan as set forth in the Summary Plan Description ("SPD"). In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for paying the premiums of continuing dental coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

Vision Insurance

Vision coverage is offered to all full-time employees on the first day of the month following the 60th day of employment, in accordance with the Company's vision insurance plan as set forth in the Summary Plan Description ("SPD"). In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for paying the premiums of continuing vision coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

STATUTORY BENEFITS

State Disability Insurance

Brightstar Care is required by California law to deduct a certain amount from your pay each pay period towards State Disability Insurance (SDI). All eligible employees are covered by SDI pursuant to the California Unemployment Insurance Code. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at Brightstar Care or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability payments are available from the Human Resources Manager or the Employment Development Department (EDD) of the State of California.

Temporary Family Disability Insurance (Paid Family Leave)

Brightstar Care is required by California law to withhold an additional percentage of your wages to fund the Paid Family Leave Program (PFL). Employees covered by SDI are also covered under PFL. The benefits under this program are payable when you are required to take time off of work due to the illness of a seriously ill child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, parent-in-law or to bond with a newborn or newly placed child. Specific rules and regulations governing insurance payments are available from the Human Resources Manager or your local EDD office.

Insurance benefits under this State program do not extend the length of leave available to an employee under the FMLA and the CRFA.

Unemployment Compensation Insurance

The Company contributes to the Unemployment Insurance Fund on behalf of its employees. Specific rules and regulations governing unemployment are available from the Human Resources Manager or your local EDD office.

Social Security

Brightstar Care is required by federal law to deduct a percentage of your pay and deposit it with the Social Security Administration. Social Security is an important part of every employee's retirement benefit. The Company pays a matching contribution to each employee's Social Security taxes.

Workers' Compensation Insurance

At no cost to you, you are protected by Workers' Compensation Insurance while an employee at the Company. The policy covers you in case of occupational injury or illness. Employees make no contribution for this coverage. The Company pays the entire cost. All time off granted for this type of leave will be counted against your total twelve-week entitlement under FMLA and applicable state laws as described in the Leave of Absence section of these guidelines.

It is important to report any illness, accident or injury immediately to your supervisor. It is a crime in the State of California to report a workers' compensation claim that is false or fraudulent. The violator of this law can be punished by enforcement of a fine of up to \$50,000, imprisonment of up to five years or both.

ADMINISTRATION OF COMPANY BENEFITS

All employee benefit programs at Brightstar Care are administered by the Company or its designated administrators. The Company reserves the exclusive authority and discretion to determine all issues of eligibility and questions of interpretation and administration of each benefit program.

LEAVES OF ABSENCE

Brightstar Care may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in regular contact with the Human Resources Manager during your leave and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the Human Resources Manager, it will be assumed you have abandoned and terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

This Handbook contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. Unless otherwise required by law, leaves are unpaid and benefits do not continue to accrue during the duration of your leave of absence. You should contact the Human Resources Manager prior to taking any leave for information about leave requirements and ramifications.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with Brightstar Care.

FAMILY/MEDICAL LEAVES

Brightstar Care recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. Our Company complies with federal and state law provisions for family, medical and pregnancy disability leaves. The Company will grant these leaves to employees as required by state and federal law in effect at the time the leave is granted. We intend to grant leave benefits only to the extent the law requires.

You must request any leave in writing as far in advance as possible. If you have not contacted your supervisor at the end of your scheduled leave, we will assume that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of the leave you are allowed, your employment may be terminated.

Employees Who May Take Leave. Before you may seek a leave of absence you must:

- have been employed by the Company for at least 12 months; and
- have worked at least 1,250 hours in the previous 12 months; and
- work within 75 miles of 50 or more of our other employees.

Reasons For Taking Leave. You may request an unpaid leave for any of the following reasons:

- birth of your own child, birth of a child of your registered domestic partner or the placement of a child in your home for adoption or foster care; or
- to care for your spouse, registered domestic partner, child, registered domestic partner's child or parent who has a serious health condition; or

- for your own serious health condition which makes you unable to perform your job duties; or
- because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is a military member on active duty or called to covered active duty status.

Length of Leave Allowed. The maximum time you will be allowed to take leave, if you are eligible, is 12 workweeks in a 12-month period. This does not include leave time an employee is allowed because of pregnancy disability. **The Company will use a "rolling" 12-month period measured backward from the date you begin a leave to determine how much leave time is available to you, unless another calculation is required by law.** You may request a reduced workday or workweek, or intermittent leave that equates to a maximum of 12 workweeks, due to your own medical condition or that of a family member.

Extended Leave for Military Caregivers. Leave entitlement for military caregivers is extended to a total of 26 workweeks in a single 12-month period. Military caregiver leave covers an employee who is the caregiver of a spouse, son, daughter, parent or next of kin who is a covered servicemember recovering from a serious illness or injury sustained in the line of duty while on active duty in the United States Armed Forces. **The 12-month period is measured forward from the date the employee's first leave to care for the covered servicemember begins.**

Advance Notice and Medical Certification. You may be required to provide to us advance leave notice and medical certification. Your leave request may be denied or your leave delayed if these requirements are not met.

- You must provide us 30 days' notice of your need for leave if such need is foreseeable. If your need for leave is not foreseeable, you must notify us as soon as possible.
- We require medical certification if you request leave because of your own or a family member's serious health condition. We may also require a second or third medical opinion regarding your own serious health condition at our expense. You are required to cooperate with us in obtaining any additional medical opinions we may require.
- If you take a leave because of your own health condition, you must obtain a release from your health care provider before you return to work.

Continuation of Health Benefits. We will continue our contributions for your health care coverage for the duration of your leave. You will be invoiced by the Company, or its designated administrators, and required to pay the employee portion of the health benefit premium, including all premiums covering your dependents. If you fail to pay the appropriate premiums in a timely manner, it could result in the termination of benefit coverage.

Job Protection and Reinstatement. Employees will normally be restored to their original or equivalent position with equivalent pay, benefits and other employment terms when they return

from leave. Your use of leave will not result in the loss of certain benefits accrued prior to the start of your leave. However, you may be required or permitted to use your accrued paid leave benefits.

Key employees may be subject to reinstatement limitations in some circumstances. If you are a key employee, you will be notified of such limitations on reinstatement at the time you request a leave.

Premium Cost Repayment. If you choose not to return to work from a leave allowed by this policy, you will be required to repay to us the premium amounts we paid during your leave, unless you do not return to work because of circumstances beyond your control.

PREGNANCY DISABILITY LEAVE

In addition to family and medical leaves, pregnant employees are entitled to take leave if they are disabled by the pregnancy, childbirth or a related medical condition. Pregnancy disability leave begins when the employee's health care provider certifies that the employee is unable to work because of a pregnancy-related disability. You may request a reduced workday or workweek or intermittent leave. The leave ends when the health care provider certifies the employee is able to return to work or after 17 1/3 weeks of total leave have been provided, whichever occurs first.

Family leave to care for a newborn child may be available following pregnancy disability leave.

[Note: FMLA runs concurrently with PDL, but CFRA does not]

MEDICAL LEAVE OF ABSENCE

A medical leave of absence without pay may be granted up to 4 week(s) to employees who are not eligible for other leaves at the discretion of Brightstar Care. A medical leave of absence can affect your medical benefit plan coverage. Ask the Human Resources Manager for information about medical leaves of absence.

PERSONAL LEAVE OF ABSENCE

A personal leave of absence without pay may be granted to employees who are not eligible for other leaves at the discretion of Brightstar Care. A personal leave of absence can affect your medical benefit plan coverage. Ask the Human Resources Manager for information about personal leaves of absence.

FUNERAL OR BEREAVEMENT LEAVE

In the event of the death of your current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law, you may take up to 3 consecutive scheduled workdays off with pay with the approval of the Human Resources Manager. The Human Resources Manager may also approve additional unpaid time off.

ORGAN DONOR AND BONE MARROW DONOR LEAVE

Employees who have been employed by the Company for at least 90 days will be granted a paid leave of absence not exceeding 30 business days if that employee is an organ donor in any one-year period, for the purpose of donating his or her organ to another person. Employees will be granted a paid leave of absence not exceeding five business days to an employee who is a bone marrow donor in any one year period, for the purpose of donating his or her bone marrow to another person. The one year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

At the employee's initial receipt of bone marrow or organ donation leave, the Company may require that an employee take up to five days of earned but unused sick leave, PTO or paid time off (for bone marrow donation) and up to two weeks of earned but unused sick leave, PTO or paid time off (for organ donation).

The Company may require written verification that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

[The one-year period for an organ or bone marrow donor is measured from the date the employee's leave begins and shall consist of 12 consecutive months. Additionally, the leave is not considered a break in the employee's continuous service for the purpose of right to salary adjustments, sick leave, PTO, PTO, annual leave or seniority. During any period an employee takes leave as an organ or bone marrow donor, the employer shall maintain and pay for coverage under a group health plan for the full duration of the leave, in the same manner if the employee had been actively at work during the leave period. This leave does not run concurrently with FMLA or CFRA.]

["Employee" means a person who may be permitted, required or directed by an employer for wages or pay to engage in any employment and who has been employed by that employer for at least a 90-day period immediately preceding the commencement of leave, if otherwise eligible for leave. Cal. Lab. Code § 1501(b)]

MILITARY LEAVE OF ABSENCE

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 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform your supervisor of anticipated military leave time as far in advance as possible. Accrued PTO will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

MILITARY SPOUSE'S LEAVE OF ABSENCE

Employees can take up to ten unpaid days off when their spouse is on leave from military deployment. To qualify, you must work more than 20 hours per week and your spouse must be a member of the Armed Forces, National Guard or Reserves who was deployed during a period of military conflict. To request a Military Spouse Leave of Absence, you must notify your supervisor within two business days of receiving notice that your spouse will be on leave. You will be required to provide written documentation certifying that your spouse will be on leave from military deployment during the requested time period.

CIVIL AIR PATROL LEAVE

Members of the Civil Air Patrol who have been employed at least 90 days are eligible for an unpaid leave of absence of a maximum of ten days per calendar year for the purpose of responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Under normal circumstances, the leave for a single emergency operation mission shall not exceed three days.

Employees shall give the Company as much notice as possible of the intended dates upon which the Civil Air Patrol leave will begin and end. The Company may require certification to verify the eligibility of the employee for the leave requested or taken.

Employees taking Civil Air Patrol leave are not required to exhaust accrued leave time but may do so at their election.

DRUG/ALCOHOL REHABILITATION ACCOMMODATION

The Company will reasonably accommodate an employee who wishes to enter and participate in an alcohol or drug rehabilitation program, unless it would impose an undue hardship on the Company. Please contact the Human Resources Manager directly. The Company will take reasonable steps to safeguard the privacy of employees who identify themselves as having enrolled in an alcohol or drug rehabilitation program.

While the Company generally encourages employees to take action to treat drug and alcohol problems, the Company will not reimburse employees for the costs incurred in attending a rehabilitation program. Employees may, however, use accrued sick leave or PTO time during a requested leave.

A request for rehabilitation leave will not protect an employee from disciplinary action where the employee has violated the Company's drug and alcohol policies prior to the request. Further, an employee may be disciplined when, because of the employee's current use of alcohol or drugs, the employee is unable to perform the employee's job duties or cannot perform those job duties in a manner which would not endanger the employee's health or safety or the health and safety of others.

TIME OFF FOR ADULT LITERACY PROGRAMS

The Company will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Company assist the employee in enrolling in an adult literacy education program, unless undue hardship to the Company would result. The Company will also

assist employees who wish to seek literacy education training by providing employees with the location of local literacy education programs.

The Company will take reasonable steps to safeguard the privacy of employees who identify themselves as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Human Resources Manager directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company generally encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Nonexempt employees may use PTO pay to make up for the work which is missed to attend literacy classes.

TIME OFF FOR REQUIRED ATTENDANCE AT SCHOOL OF SUSPENDED PUPIL

If you are the parent or legal guardian of a child suspended from school and you receive written notice from the principal of the child's school requesting your attendance at the school, you are entitled to take an unpaid leave to attend, provided you give reasonable advance notice to the Company. Check with the Human Resources Manager for eligibility and scheduling before taking any leave to attend.

SCHOOL OR DAYCARE ACTIVITIES LEAVE

If you are a stepparent, foster parent, or standing in loco parentis or a parent, guardian or grandparent having custody of a child in kindergarten or grades 1-12, inclusive of facility or a child care provider, and wish to take time off to visit the school or facility of your child for a school or facility activity, to address an emergency or to enroll or reenroll your child in school or child care you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), provided you give reasonable advance notice to the Company of your planned absence. Employees wishing to take such leave may utilize their existing unused PTO time or other accrued paid time off. The Company requires documentation from the school or facility noting the date and time of your visit.

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

TIME OFF FOR DUTY AS ELECTION OFFICIAL

If you serve the official governmental duty of acting as an election officer in a local, special or statewide election, you are eligible for an unpaid leave on the day of the election. Please give your supervisor as much notice as possible if you plan to serve as an election official.

TIME OFF FOR JURY AND WITNESS DUTIES

The Company will provide unpaid time off to employees called for jury duty or when subpoenaed as a witness. As a condition of taking time off, employees are required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. If you are released from jury duty or have completed your witness duty prior to the end of what would be your regular workday schedule, it is your responsibility to report back to work within a reasonable amount of

time. Upon returning to work, you must present to your supervisor court documentation for every business day you missed.

Exempt employees will receive their regular salaries unless they do not perform any services during a workweek because of the jury or witness service. In other instances, employees may use accrued paid PTO time that is otherwise available to the employee for this time off.

TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING – OBTAINING RELIEF FOR VICTIM AND CHILDREN

Employees who are victims of domestic violence, sexual assault or stalking will be given time off as necessary to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the safety, health and welfare of themselves or their children. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave.

The Company shall provide reasonable accommodations for a victim of domestic violence, sexual assault or stalking who requests an accommodation for the safety of the victim while at work, unless it would constitute an undue hardship on the Company's business operations. Upon receiving an employee's request for accommodation, the Company shall engage in a timely, good faith interactive process with the employee to determine effective reasonable accommodations.

An employee may use accrued paid PTO time that is otherwise available to the employee for this time off.

TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING – ADDITIONAL TIME FOR VICTIM'S PARTICIPATION

In addition to the time off permitted for victims of domestic violence, sexual assault or stalking to obtain relief to help ensure the safety, health and welfare of themselves or their children, time off will be given to the victim of domestic violence, sexual assault or stalking: 1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking, 2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking, 3) to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking or 4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave.

An employee may use accrued paid PTO time or sick leave that is otherwise available to the employee for this time off.

TIME OFF FOR VICTIM OF CERTAIN FELONIES

An employee who is the victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is the immediate family member, registered domestic partner or child of the registered domestic partner of such a victim will be given time off as necessary to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advanced notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

An employee may use accrued paid PTO time that is otherwise available to the employee for this time off.

TIME OFF TO ATTEND COURT PROCEEDINGS FOR CERTAIN CRIMES

The Company will allow time off for employees to appear in court to be heard at any proceeding in which a right of the victim is at issue. The victim may be the employee, spouse, parent, child, sibling or guardian. The crimes to which this time off applies is extensive. You should ask the Human Resources Manager about your particular circumstances.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave. An employee may use accrued paid PTO time that is otherwise available to the employee for this time off.

VOLUNTEER CIVIL SERVICE LEAVE

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel and intend to perform emergency duty during work hours, please alert a representative of the Company so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event you need to take time off for emergency duty or training, please alert your supervisor before leaving the Company premises.

VOLUNTEER CIVIL SERVICE TRAINING LEAVE

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel, you will be permitted to take temporary leaves of absence for the purpose of engaging in fire, law enforcement or emergency rescue training. This amount of leave permitted will not exceed an aggregate of 14 days per calendar year.

TIME OFF FOR VOTING

If you do not have sufficient time outside of working hours to vote in a statewide election, then you will be allowed time off to go to the polls during working hours. You will be allowed off enough working time that, when added to the voting time available outside of working hours, will enable you to vote. This time off for voting shall be only at the beginning or end of your normal working shift, whichever allows the most free time for voting and the least time off from your regular working shift. The maximum number of hours that will be paid is two hours. Any additional time necessary will be without pay.

You must give reasonable notice of the need to have time off to vote. If on the third working day before the election you know or suspect that time off will be needed for you to vote, you must give the Company at least two working days' notice that time off under this policy is desired. You may be requested to bring a copy of your voting receipt upon your return.

WORKERS' COMPENSATION LEAVE

If you are temporarily totally disabled due to a work-related illness or injury, you will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the Company. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

IN CLOSING

Many Company policies and employee benefits have been treated only briefly in this Handbook. If you have any questions or want more information, contact the Human Resources Manager. It is your responsibility to learn the Company policies.

ACKNOWLEDGMENT & AGREEMENT (EMPLOYEE COPY)

I have received my copy of Brightstar Care’s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Company’s policies.

I understand and agree that my employment is at-will and may be terminated by me or the Company with or without advance notice and with or without "cause." This Acknowledgment and Agreement sets forth the entire agreement between the Company and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgment and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

I understand and agree that my at-will status can be changed only by a written employment agreement signed by Paul Wichman of the Company and me that expressly provides for a relationship other than at-will employment.

I understand and agree that, except for the at-will relationship and the arbitration agreement, the Company may change any policy or practice and/or my hours, wages, working conditions, job assignments, position, title, compensation rates and benefits in its sole discretion.

Employee Name

Employee Signature

Date

This copy remains with Handbook for employee’s reference.

ACKNOWLEDGMENT & AGREEMENT (EMPLOYER COPY)

I have received my copy of Brightstar Care’s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Company’s policies.

I understand and agree that my employment is at-will and may be terminated by me or the Company with or without advance notice and with or without "cause." This Acknowledgment and Agreement sets forth the entire agreement between the Company and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgment and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

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Employee Name

Employee Signature

Date

Return this copy to the Human Resources Manager.