

EMPLOYEE HANDBOOK

REVISED October 26, 2020



WELCOME TO NADEL INC.	4
REQUIRED POLICIES.....	5
AT-WILL EMPLOYMENT STATUS.....	5
EQUAL EMPLOYMENT OPPORTUNITY	5
ANTI-HARASSMENT.....	6
HIRING	9
EMPLOYMENT ELIGIBILITY	9
NEW HIRES	9
EMPLOYEE CLASSIFICATION.....	9
BRIDGING OF TIME.....	10
JOB DUTIES.....	10
SCHEDULING & WAGES	11
WORK SCHEDULES	11
PAYMENT OF WAGES	11
AUTOMATIC DEPOSIT	11
ADVANCES.....	11
TIMEKEEPING REQUIREMENTS	11
PUNCTUALITY AND ATTENDANCE.....	12
OVERTIME FOR NON-EXEMPT EMPLOYEES	13
MEAL AND REST PERIODS	13
REPORTING TIME PAY	14
PAY FOR MANDATORY MEETINGS/TRAINING	14
LACTATION POLICY.....	15
REFERRAL PROGRAM.....	16
MANAGEMENT PRACTICES.....	17
CUSTOMER RELATIONS.....	17
BUSINESS CONDUCT AND ETHICS	17
NONDISCLOSURE OR USE OF TRADE SECRETS.....	17
ROMANTIC CONFLICTS OF INTEREST	18
EMPLOYMENT OF RELATIVES.....	18
OTHER EMPLOYMENT	18
POLITICAL ACTIVITY.....	19
PROBLEM RESOLUTION.....	19
PERFORMANCE EVALUATIONS	20
HUMAN RESOURCE RECORDS.....	20
NAMES AND ADDRESSES.....	20
PERSONAL HEALTH INFORMATION.....	21
EMPLOYEE PROPERTY	21
DRESS CODE AND OTHER PERSONAL STANDARDS	21
FRAGRANCE POLICY	21
PROHIBITED CONDUCT	21
OFF-DUTY CONDUCT	23
DRUG AND ALCOHOL ABUSE	23
NEWS MEDIA CONTACTS	24
ELECTRONIC COMMUNICATIONS	24
EMAIL & VOICEMAIL USAGE	25
SOFTWARE DOWNLOADS	25
SOCIAL NETWORKING	26
BLOGGING	27
VOLUNTARY RESIGNATION	27
DISCIPLINARY ACTIONS	27

DISMISSAL	28
EMPLOYEE REFERENCES.....	28
NO SOLICITATION OF CUSTOMERS OR EMPLOYEES.....	28
BENEFITS AND TIME OFF	28
HEALTHCARE & INCOME PROTECTION BENEFITS.....	28
INSURANCE BENEFITS ELIGIBILITY.....	29
OTHER INSURANCE BENEFITS	29
WORKERS' COMPENSATION	29
COMPANY-PROVIDED PHYSICIAN	30
EMERGENCY PAID SICK LEAVE (COVID-19).....	30
RETIREMENT PLAN	36
HOLIDAYS	36
PAID TIME OFF	36
REQUIRED USE OF PAID TIME OFF (PTO) BEFORE UNPAID LEAVE	37
ABUSE OF SICK LEAVE	38
PAID SICK LEAVE AND WORKERS' COMPENSATION BENEFITS	38
PREGNANCY DISABILITY LEAVE (PDL).....	39
WAGE REPLACEMENT BENEFITS (CALIFORNIA ONLY)	41
EXTENDED MEDICAL LEAVE	41
PERSONAL LEAVE	41
BEREAVEMENT LEAVE	42
JURY DUTY AND WITNESS LEAVE	42
OTHER LEAVES PROVIDED IN CALIFORNIA.....	42
ORGAN AND BONE MARROW DONOR LEAVE	42
DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE AND ACCOMMODATION	43
MILITARY LEAVE	45
MILITARY SPOUSE LEAVE	45
SCHOOL ACTIVITIES LEAVE.....	45
SCHOOL APPEARANCES LEAVE.....	45
TIME OFF FOR VOTING.....	46
VICTIMS OF CRIME LEAVE	46
VOLUNTEER CIVIL SERVICE PERSONNEL	46
CIVIL AIR PATROL LEAVE	47
HOUSEKEEPING	47
SOLICITATIONS, DISTRIBUTIONS & USE OF BULLETIN BOARDS POLICY.....	47
OFF-DUTY USE OF FACILITIES	48
PROHIBITED USE OF COMPANY CELL PHONE WHILE DRIVING.....	48
SMOKING	48
PARKING	48
SAFETY AND HEALTH.....	49
SECURITY	49
WORKPLACE VIOLENCE	49
ERGONOMICS.....	51
EMPLOYEES WHO ARE REQUESTED TO DRIVE.....	52
RECREATIONAL ACTIVITIES AND PROGRAMS	52
HEAT ILLNESS	52
INCLEMENT WEATHER/NATURAL DISASTERS.....	52
CONFIRMATION OF RECEIPT.....	53

Welcome to Nadel Inc.

We feel confident you will find we are a good company to work for and we want to help you quickly feel at home with us. We hope that you will find your position with Nadel Inc. rewarding, challenging and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and our other employees to contribute to the success of Nadel Inc.

This employee handbook applies to all employees and is intended to provide guidelines and summary information about Nadel Inc.'s policies, procedures, benefits and rules of conduct. This handbook is not intended to be a contract, but to summarize the policies and practices in effect at the time of publication. It is important that you read, understand, and become familiar with the handbook and comply with the standards that have been established.

Please make note that updates or changes to the policies and practices contained in this handbook may be communicated via email, with the new or updated documents posted to our My Nadel intranet.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. As a result, Nadel Inc. reserves the right to modify or revise any policy, benefit, or provision, with or without notice, as it deems necessary or appropriate. The information in this employee handbook supersedes and replaces all previous handbooks and HR policies.

Please feel free to talk to any member of the management team if you have questions or need additional information.

We are really glad you are here!

Required Policies

AT-WILL EMPLOYMENT STATUS

Nadel Inc. employees are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice, at any time by the employee or Nadel Inc. Nothing in this handbook shall limit the right to terminate at-will employment. No manager or supervisor of Nadel Inc. has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President/ CEO of Nadel Inc. has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

EQUAL EMPLOYMENT OPPORTUNITY

Nadel Inc. is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. policy prohibits discrimination based on race, color, creed, gender (including gender identity and gender expression), pregnancy (including childbirth, breastfeeding or related medical conditions) religion (including all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), sexual orientation, military and veteran status or any other basis protected by federal, state or local law, ordinance or regulation. It also prohibits discrimination based on the perception that anyone has any of these characteristics or is associated with a person who has or is perceived as having any of those characteristics.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Nadel Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result.

Anyone requiring an accommodation in order to perform the essential functions of the job should contact his/her supervisor or HR Representative and discuss the need for an accommodation. The Company will engage in an interactive process with the applicant, unpaid intern or employee to identify possible accommodations, if any, which will help the employee perform the job. If the accommodation is reasonable and will not impose an undue hardship, Nadel Inc. will make the accommodation.

Nadel Inc. is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Nadel Inc. operations and prohibits discrimination by any employee of Nadel Inc., including supervisors and coworkers.

If you believe you have been subjected to any form of discrimination, submit a complaint to your supervisor and Director of Operations. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Director of Operations, Greg Palaski. Nadel Inc. will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If Nadel Inc. determines that discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. Nadel Inc. will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

ANTI-HARASSMENT

Nadel Inc. is committed to providing a work environment free of harassment or other unprofessional conduct. Nadel Inc. policy prohibits harassment based on race, color, creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), sexual orientation, military and veteran status or any other basis protected by federal, state or local law, ordinance or regulation.

All such harassment is prohibited. Nadel Inc.'s anti-harassment policy applies to all persons involved in the operation of Nadel Inc. and prohibits harassment by any employee of Nadel Inc., including supervisors and managers, as well as vendors, customers, independent contractors and any other persons. It also prohibits 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. Applicants, employees, unpaid interns, volunteers and independent contractors are all protected from harassment.

Prohibited harassment and unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of gender, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any harassing conduct that is prohibited by state and/or federal law, or by Nadel Inc. policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

If you believe that you have been the subject of harassment or other prohibited conduct, bring your complaint to your supervisor or Director of Operations as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Supervisors will refer all harassment complaints to Director of Operations of Nadel Inc. Nadel Inc. will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

If Nadel Inc. determines that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by Nadel Inc. to be responsible for harassment will be subject to appropriate disciplinary action, up to, and including termination. Your supervisor or Director of Operations will advise all parties concerned of the results of the investigation. Nadel Inc. will not retaliate against you for filing a complaint and will not permit retaliation by management, employees or co-workers.

Nadel Inc. encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

RELIGIOUS ACCOMMODATION

Nadel Inc. is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the Company dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost,

the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Manager/Supervisor.

Hiring

EMPLOYMENT ELIGIBILITY

Nadel Inc. complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States. All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, Nadel Inc. must terminate his/her employment.

NEW HIRES

The first 60 days of continuous employment at Nadel Inc. is considered an introductory period. During this time you will learn your responsibilities, get acquainted with fellow employees and with Nadel Inc. The effective date of coverage will be the start of the new month following 60 days from the hire date and applies to the employee's employment as full-time employee.

Completion of the introductory period does not entitle you to remain employed by Nadel Inc. for any definite period of time. Your status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or Nadel Inc.

EMPLOYEE CLASSIFICATION

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA) and California's wage and hour laws. The definitions of the worker classification categories can be summarized as follows:

- **Exempt Employees:** Management, supervisory, professional, sales or administrative employees, whose positions meet FLSA standards, are exempt from overtime pay requirements.
- **Non-exempt Employees:** Employees whose positions do not meet the FLSA exemption standards are paid overtime according to state and federal law.
- **Full-Time Employees:** Full-time employees are those who works at least forty (40) hours per week. Following the completion of the introductory period, regularly scheduled full-time employees are eligible for the employee benefits described in this handbook.
- **Part-Time Employees:** Part-time employees are those who works less than a regular thirty two (32) hours per week. Part-time employees are not eligible to participate in Nadel Inc.'s insurance benefits, but are eligible for paid time off on a pro rata basis.

- **Temporary Employees:** Temporary employees are those employed for short-term assignments. Short-term assignments generally will not exceed six (6) months in duration unless specifically extended by a written assignment. Temporary employees are not eligible for employee benefits except those mandated by applicable law.
- **Inactive Status:** Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status and are not eligible to participate in the Nadel Inc. Employee Benefits Program (the name of the program as filed on Form 5500), except as mandated by applicable law.

BRIDGING OF TIME

Nadel Inc. will give credit to employees previously employed by Nadel Inc., provided the break in service does not exceed 365 days. The break in service time will be deducted from the employee's original service date for purposes of the following:

- Seniority date
- Vacation accrual
- Sick leave accrual
- Retirement

Employees whose break in service is less than 13 weeks will be reinstated into the health benefit plan in which they were enrolled prior to their termination without having to complete the new hire waiting period of 60 days.

JOB DUTIES

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or Nadel Inc. Your cooperation and assistance in performing such additional work is expected.

Nadel Inc. reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Scheduling & Wages

WORK SCHEDULES

Nadel Inc. is normally open for business between the hours of 8:30 a.m. and 5:30 p.m. Monday through Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

PAYMENT OF WAGES

All employees of Nadel Inc. are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday.

PAYCHECK DEDUCTIONS

Nadel Inc. is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Manager/Supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

AUTOMATIC DEPOSIT

Nadel Inc. offers automatic payroll deposit for all of its employees. Automatic payroll deposit takes two weeks to pre-note so it will begin after the initial first paycheck which will be a live check. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

ADVANCES

Nadel Inc. does not permit advances against paychecks or against Paid Time Off that has not been accrued.

TIMEKEEPING REQUIREMENTS

All non-exempt employees are required to use the "In & Out Board" to record time worked for payroll purposes. All time worked must be accurately reported on your time record. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than Nadel Inc. business. Employees are not allowed to work "off the clock." Working off the clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. Any changes on the timecard must be initialed by a supervisor.

PUNCTUALITY AND ATTENDANCE

As an employee of Nadel Inc., you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Nadel Inc. business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call your supervisor at least one hour before the time you are scheduled to begin working for that day.

In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Nadel Inc. will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor.

Nadel Inc. provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- In California, all hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime;
- The workweek begins at 12:01 a.m. Saturday and ends at midnight on Friday;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt employees may also have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

MEAL AND REST PERIODS

Nadel Inc. strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your manager/supervisor regarding procedures and schedules for meal and rest periods.

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

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

Meal Periods

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

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

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

Rest Periods

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

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.
- Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

REPORTING TIME PAY

Nadel Inc. will comply with all applicable regulations regarding reporting time pay for non-exempt employees. Nadel Inc. will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

Nadel Inc. will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Nadel Inc.'s power to control.

PAY FOR MANDATORY MEETINGS/TRAINING

Nadel Inc. will pay non-exempt employees for their attendance at mandatory meetings, lectures, and training programs that are related to an employee's job under the following conditions:

- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor;
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay; and

- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

LACTATION POLICY

Nadel Inc. is required by law to provide requesting employees that are nursing mothers with certain accommodations to express milk upon request. Accordingly, the Company will provide nursing mothers with:

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

Requesting Accommodation

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

Break Times

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

Milk Storage

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Retaliation

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

REFERRAL PROGRAM

Nadel Inc. believes that our employees are our best source of candidates with proven track records and demonstrated skills, capabilities and commitment to the field of Architecture and its supporting functions. If you personally bring someone in to interview and they are hired by Nadel Inc., your will receive an Incentive Compensation in the amount of \$1,500 and will be paid to you under the following terms and schedule:

- To be eligible for the referral program, you must be a full time regular Nadel Inc. employee.
- You must be employed by Nadel Inc. at the time the Incentive Compensation is due and payable.
- Board of Directors and Studio Leaders may make referrals, but they will not be eligible to collect
- Incentive Compensation.
- Incentive Compensation will be paid following the recruit's hire and successful completion of 90 days of continuous employment without a break in service and in satisfactory employment status,
- The hired individual must be a full-time employee, not a temporary employee.
- The applicant must write the referring employee's name on the employment application should the applicant be invited for an interview.
- The Incentive Compensation will be included in the employee's paycheck following completion of the stipulated period.
- The Incentive Compensation is subject to all applicable Federal and State Income Taxes.

EXPENSE ACCOUNTS

Nadel Inc. reimburses employees for business expenses. Employees who have expense accounts or who have incurred business expenses must submit required receipts and the Nadel Inc.'s Expense Report Form to accounting no later than the Friday prior to every payday.

Management Practices

CUSTOMER RELATIONS

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the Director of Operations should be called immediately. Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, ***the customer is never wrong.***

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally. Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business. Never argue with a customer. If a problem develops, or if a customer remains dissatisfied ask your supervisor or the Director of Operations to intervene.

BUSINESS CONDUCT AND ETHICS

No employee may accept a gratuity or other compensation from any customer, vendor, supplier, or other person doing business with Nadel Inc. because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with Nadel Inc. in advance.

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than \$100 may not be accepted unless approval is obtained from management. Employees with questions about accepting business courtesies should talk to their managers or the Director of Operations.

NONDISCLOSURE OR USE OF TRADE SECRETS

During the term of employment with Nadel Inc., employees may have access to and become familiar with information of a confidential, proprietary, or secret nature, which is or may be either applicable or related to the present or future business of Nadel Inc., its research and development, or the business of its customers.

For example, trade secret information includes, but is not limited to, devices, inventions, processes and compilations of information, records, specifications, and information concerning customers or vendors. Employees shall not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of their employment or at any time thereafter, except as required in the course of employment with Nadel Inc.

Please refer to your Nondisclosure Agreement for more detailed terms.

ROMANTIC CONFLICTS OF INTEREST

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Nadel Inc., which impairs an employee's ability to exercise good judgment on behalf of Nadel Inc., creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

All supervisor-subordinate romantic relationships must be reported to the Director of Operations. Failure to report such a relationship will result in disciplinary action.

EMPLOYMENT OF RELATIVES

Relatives of employees may be eligible for employment with Nadel Inc. only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. Nadel Inc. defines "relatives" as spouses, partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

OTHER EMPLOYMENT

While employed by Nadel Inc., employees are expected to devote their energies to their jobs with the company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Nadel Inc.;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Nadel Inc.;
- Additional employment that requires the employee to conduct work or related activities on Nadel Inc. property during the employer's working hours or using Nadel Inc. facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of Nadel Inc..

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Director of Operations explaining the details of the additional employment. If the additional employment is authorized, Nadel Inc. assumes no responsibility for it. Nadel Inc. shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

POLITICAL ACTIVITY

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. Nadel Inc. will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by Nadel Inc. announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that Nadel Inc. officially endorses or opposes any candidates for political office that Nadel Inc. itself has not publicly announced. Company employees are entitled to their own position.

The Company will not discriminate against employees based on their lawful political activity engaged in outside of work.

PROBLEM RESOLUTION

Suggestions for improving Nadel Inc. are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to Nadel Inc. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
- If the problem persists, you may describe it in writing and present it to the Director of Operations, who will investigate and provide a solution or explanation. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the Director of Operations. We encourage you to bring the matter to the Director of Operations as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the problem is not resolved, you may present the problem in writing to the President/CEO of Nadel Inc., who will attempt to reach a final resolution. If you need assistance with the written complaint, contact the Director of Operations for help.

This procedure, which we believe is important for both you and Nadel Inc., cannot guarantee that every problem will be resolved to your satisfaction. However, Nadel Inc. values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

PERFORMANCE EVALUATIONS

Each employee will receive annual performance reviews conducted by his or her supervisor. Your first performance evaluation will take place after completion of your introductory period. Subsequent performance evaluations will be conducted annually every August of the year.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Nadel Inc. and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

HUMAN RESOURCE RECORDS

You have a right to inspect and receive a copy of the employment records that Nadel Inc. maintains relating to your performance or any grievance procedure. Contact your supervisor or Director of Operations to make a request to review your employment records.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you, in writing, to inspect or receive a copy of the records. Nadel Inc. may take reasonable steps to verify the identity of any representative you have designated.

The employment records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date Nadel Inc. receives your written request to inspect or copy your employment records (unless you/your representative and Nadel Inc. mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying the records.

Nadel Inc. will restrict disclosure of your employment file to authorized individuals within Nadel Inc. Any request for information contained in the employment files must be directed to the Director of Operations. Only the Director of Operations is authorized to release information about current or former employees. Disclosure of employment information to outside sources will be limited. However, Nadel Inc. will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

NAMES AND ADDRESSES

Nadel Inc. is required by law to keep current all employees' names and addresses. Employees are responsible for notifying Nadel Inc. in the event of a name or address change.

PERSONAL HEALTH INFORMATION

It is the policy of Nadel Inc. to not maintain the personal health information of its employees or use any such information for employment decisions. As the Sponsor of the Nadel Inc. Health Plans, however, Nadel Inc. is required to maintain summary health information such as age, gender, home zip code and enrollment status for the purposes of administering the Plans. Nadel Inc. is required by law to protect the privacy of this information and as such Nadel Inc. complies with all Federal and State privacy laws.

EMPLOYEE PROPERTY

An employee's personal property, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Nadel Inc. property.

DRESS CODE AND OTHER PERSONAL STANDARDS

Because each employee is a representative of Nadel Inc. in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire. Nadel Inc. observes a casual dress day on Fridays. Some employees who have customer contact may not be permitted to participate in the casual dress day.

Employees who need a reasonable accommodation in the way that they dress because of religious beliefs, observances or practices should contact the Director of Operations and discuss the need for accommodation.

FRAGRANCE POLICY

Due to the sensitivity of many, we strive to maintain a fragrance-free workplace. Employees may not wear any of the following in the workplace or when on the job, regardless of location, if they may come in contact with customers or coworkers: cologne, after shave lotion, perfume, perfumed hand lotion, fragranced hair products, fragranced deodorants and/or similar products.

PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by Nadel Inc. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Nadel Inc. operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Nadel Inc. records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;

- Theft and deliberate or careless damage or destruction of any Nadel Inc. property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Nadel Inc. equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Nadel Inc. property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Nadel Inc. premises at any time;
- Engaging in illegal conduct of any kind;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;
- 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;
- Using abusive language at any time on Nadel Inc. premises;
- Failing to notify a supervisor when unable to report to work;
- Unreported absence of 3 days. Absences protected by state or federal law do not count as violations of this policy.
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Nadel Inc. policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing or involvement in any act of harassment of another individual; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter Nadel Inc.'s policy of at-will employment. Either you or Nadel Inc. remains free to terminate the employment relationship at any time, with or without reason or advance notice.

OFF-DUTY CONDUCT

While Nadel Inc. does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with Nadel Inc.'s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Nadel Inc.'s or their own integrity, reputation or credibility. Illegal or inappropriate off-duty conduct by an employee that adversely affects Nadel Inc.'s legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

DRUG AND ALCOHOL ABUSE

At Nadel Inc., we recognize alcohol and drug abuse as potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia;
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol; and
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine ("controlled substance" means a drug or other substance as defined in applicable federal laws on drug abuse prevention); and
- The use of prescription drugs and/or over-the-counter drugs that may affect an employee's job performance and may seriously impair the employee's value to the Company.

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than five days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

Disciplinary action will be taken for drug-related crimes, regardless of whether they happened during working hours or on an employee's own time.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy. Nadel Inc. will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. Nadel Inc. is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is Nadel Inc. obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect Nadel Inc.'s treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

NEWS MEDIA CONTACTS

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President/CEO may comment to news reporters on Nadel Inc. policy or events relevant to Nadel Inc.

ELECTRONIC COMMUNICATIONS

Nadel Inc. maintains a voice mail system, an email system, stationary and transitory computers, hand-held devices (including but not limited to smart phones and other electronic tablets and cell phones), and list any other company-owned items to assist in conducting the business of Nadel Inc. Computers, computer files, the email system, and software furnished to employees are the property of Nadel Inc. and are intended for business use. These systems, including hardware, software, servers, equipment and the data stored in the system, are and remain at all times, the property of Nadel Inc. whether such systems are accessible by your personal cell phone or located in your home, at a remote location or in an office.

As such, all messages created, sent, received or stored in the system, as well as all information and materials downloaded to Nadel Inc. computers, are and remain, the property of Nadel Inc. All Nadel Inc. information systems will be subject to monitoring and auditing at all times. Nadel Inc. employees should have **no expectation of privacy** with regard to their activity on Nadel Inc.'s information systems. Nadel Inc. reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Even when a message is deleted or erased, it is still possible to retrieve the message.

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Use of any Nadel Inc. information systems or dissemination of information in a manner bringing disrepute, damage, or ill-will against Nadel Inc. will be considered a misuse and could result in disciplinary action, up to and including termination of employment. Any attempt to circumvent Nadel Inc.'s security procedures is strictly prohibited. Unauthorized use, destruction, modification, and/or distribution of Nadel Inc. information or information systems are strictly prohibited.

Internet Usage

Internet usage is provided to Nadel Inc. employees to conduct work-related business. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect a user's performance of employment related activities.

Email & Voicemail Usage

Email and Voicemail accounts are provided to Nadel Inc. employees to conduct work-related business. While this resource is to be used primarily for business, Nadel Inc. realizes that employees may occasionally use this privilege for personal matters, and therefore permits limited personal email. All employees are encouraged to obtain a personal email account to conduct personal business. The following companies offer free email accounts such as yahoo.com, gmail.com, outlook.com, etc.

All email and voicemail messages on the Nadel Inc. information systems, including those of a personal nature, are the property of Nadel Inc. As such, all messages can and may be periodically monitored. Employees of Nadel Inc. are required to demonstrate professionalism in all communications, including email, instant messaging, texting and voicemail.

Outgoing and incoming email or voicemail of an offensive, pornographic, or otherwise inappropriate nature is prohibited. Violations of this may result in disciplinary action, up to and including termination of employment.

Software Downloads

The downloading of software from the Internet should be done with caution because of the significant risk of infecting Nadel Inc. systems with a virus and the unreliability of such downloaded software.

If legitimate software is required, please check with IT before making such a download. All Nadel Inc.'s information systems will be subject to periodic inventory and inspection to check for the presence of threats and if it is determined that any unnecessary and unreliable software was downloaded, you may be asked to remove it. Employees learning of any misuse of the voice mail or electronic mail system, or the Internet, or violation of this policy should notify IT immediately.

SOCIAL NETWORKING

Nadel Inc. is committed to maintaining a good relationship with its employees and with the outside world. If Nadel Inc. sustains a positive reputation and excellent image in the public eye, it directly benefits Nadel Inc. as a whole in addition to putting you in an advantageous situation as an employee.

The way the public views Nadel Inc. is vital to promoting business, gaining new business, retaining first-class employees, recruiting new employees and marketing our products and services.

While Nadel Inc. has no intentions of controlling employees' actions outside of work, it is important that employees practice caution and use discretion when posting content on the Internet, especially on social networking sites that could affect Nadel Inc.'s business operations or reputation.

Having your own, individual social networking account and using it on your own time is certainly permissible. However, keep in mind that some actions on your personal site are visible for the entire social networking community and are no longer private matters. While Nadel Inc. will not be continuously monitoring employees' personal conduct on social networking sites, and will not require disclosure of passwords, information, or request access, you should assume that anything posted on your personal social networking profile could potentially be seen by anyone at Nadel Inc. It is for your own security and defense that you follow these guidelines:

- Do not use blogging or social networking sites that are not designed for business purposes, to talk about Nadel Inc. business on your personal account, even on your own time. Do not post anything you would not want your manager/supervisor to see.
- Do not use Nadel Inc. name, logo, address or other information in your personal profile. This is for your physical safety, as well the safety of everyone else at Nadel Inc., and the protection of Nadel Inc.'s brand.
- Do not post any pictures or comments involving Nadel Inc. or other Nadel Inc. employees that could be construed as inappropriate.
- You are responsible for what other users post on your individual social networking profile. Do not allow inappropriate or sensitive information regarding Nadel Inc. anywhere on your profile, even if it is generated by a different user.
- If the personal profile is visible to other employees at Nadel Inc., supervisors, managers or peers, practice caution. You have control over yourself, but not over these employees, and just one inappropriate picture or comment taken out of context could fall into the wrong hands and cost you your job.

Nothing in the Company's social networking policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

BLOGGING

Blogging has become a popular activity on the Internet and you may now or in the future decide to start a blog. Nadel Inc. takes no position on your decision to start or maintain a blog. You are, however, prohibited from "blogging" on work time or during working hours unless it is a specified part of your job duties.

Likewise, you may not use Nadel Inc. computers (or other Nadel Inc. provided devices) to blog. You are also subject to Nadel Inc.'s discipline policy for any blog posting that discusses, directly or indirectly, Nadel Inc., its business or its managers, employees or former employees. That is true for both current Nadel Inc. activities or those planned or being discussed.

The actual content of the posting is irrelevant. That is, it does not matter if the posting is positive or negative. Unless specifically instructed, you are not authorized to speak on behalf of Nadel Inc. and, therefore, must not do so.

Nothing in the Company's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

VOLUNTARY RESIGNATION

Voluntary resignation results when an employee voluntarily quits his or her employment at Nadel Inc., or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor (unless the absence is protected by law). All owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

DISCIPLINARY ACTIONS

The Discipline Policy applies to all employees who have completed their introductory period. This policy pertains to matters of conduct as well as the employee's competence. However, the employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this Handbook. Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- Oral Reminder
- Written Warning
- Second Written Warning
- Dismissal

All disciplinary action must be documented, but at the Oral Reminder stage the documentation can be fairly informal. The supervisor will write a summary of the "reminder" and give a copy of this summary to the employee with a copy in the employment file.

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting evidence. The employee will have an opportunity to defend his/her actions and rebut the opinion of his/her supervisor at the time the warning is issued. Disciplinary actions may include suspensions, acceleration of the normal sequence of warnings or other measures deemed appropriate to the circumstances.

DISMISSAL

Employment and compensation with Nadel Inc. is "at will" in that the employees can be terminated with or without cause, and with or without notice, at any time, at the option of either Nadel Inc. or the employee, except as otherwise provided by law.

EMPLOYEE REFERENCES

All requests for references must be directed to the Director of Operations. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, Nadel Inc. discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, Nadel Inc. also will inform prospective employers of the amount of salary or wage you last earned.

NO SOLICITATION OF CUSTOMERS OR EMPLOYEES

Customer lists of Nadel Inc. are considered a trade secret and are solely the property of the Nadel Inc. Former employees of Nadel Inc. are forbidden from directly or indirectly soliciting business as to products or services competitive with those of Nadel Inc. based on information from customer lists obtained while an employee of Nadel Inc.

Benefits and Time Off

HEALTHCARE & INCOME PROTECTION BENEFITS

Nadel Inc. provides comprehensive healthcare and income protection benefits for eligible employees and their dependents. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at Nadel Inc. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain insurance plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact Human Resources.

All documents relating to Nadel Inc. Employee Benefits Program, including the Summary Plan Descriptions, HIPAA Privacy Notice, Initial COBRA Notice and any other relevant Plan Documents or Notices, are available electronically through Nadel Inc. Benefits Web Site at My Nadel intranet.

Employees may also receive a paper copy of any of the above documents free of charge by contacting the Employee Benefits Administrator, who handles benefit plan issues for Nadel Inc.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions. In general, however, changes to Nadel Inc. Employee Benefits Program will be announced during our open enrollment in August of each year.

INSURANCE BENEFITS ELIGIBILITY

Full-Time Employees: Eligible full-time employees, working at least 40 hours per week, whether exempt or non-exempt, will be able to enroll in the Nadel Inc. Employee Benefits Program. The effective date of coverage for insurance plans will be the start of the new month following 60 days from the hire date and applies to the employee's employment as full-time employee. The following are the employee benefits:

- Paid time off
- Insurance benefits (Medical, Dental, Vision)
- Long Term Disability
- Life Insurance

All employees that are on an approved leave of absence (PDL, NPLA, or Jury Duty) maintain their benefits eligibility for the period required under the guidelines of state and/or federal law. Unpaid hours due to a protected leave will be excluded from full-time calculations for the purposes of determining benefits eligibility.

Part-Time Employees: Part-time employees, working 32 hours per week, are not eligible to participate in Nadel Inc.'s insurance benefits, but are eligible for paid time off on a pro rata basis.

OTHER INSURANCE BENEFITS

Unemployment Compensation

Nadel Inc. contributes to the California Unemployment Insurance Fund on behalf of its employees.

Social Security

Social Security is an important part of every employee's retirement benefit. Nadel Inc. pays a matching contribution to each employee's Social Security taxes.

WORKERS' COMPENSATION

Nadel Inc., in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care
- Wage replacement benefits, tax free, to replace lost wages
- Assistance to help qualified injured employees return to suitable employment

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your Supervisor and/or Director of Operations
- Seek medical treatment and follow-up care if required
- Complete a written Employee's Claim for Workers Compensation Benefits (DWC Form 1) and return it to the supervisor and/or Director of Operations
- Provide Nadel Inc. with a certification from your health care provider regarding the need for workers' compensation disability leaves, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, Nadel Inc.'s obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

Company-Provided Physician

Nadel Inc. provides medical treatment for work-related injuries through a medical provider network, Saint John Health Center located at 1328 Twenty Second Street, Santa Monica CA 90404 which Nadel Inc. has chosen to provide medical care to injured employees because of their experience in treating work-related injuries. The law requires Nadel Inc. to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Emergency Paid Sick Leave Policy (COVID-19)

Nadel Inc. provides eligible employees with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Full-time employees are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time employees are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at \$200 per day.
- Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.

Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave. The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the Company before April 1, 2020 may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Intermittent Use of Leave

If the Company directs or allows you to telework, but you are unavailable to do so because of one of the qualifying reasons for emergency paid sick leave, the Company may agree to allow you to take paid sick leave intermittently, in any agreed increment of time. If you normally report to work at a Company worksite, the Company may agree to allow you to take paid sick leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Documentation

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and

- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.
- The Company may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The Company is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Retaliation

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

Expiration

This policy expires on December 31, 2020.

EXPANDED FAMILY AND MEDICAL LEAVE POLICY (COVID-19)

Nadel Inc. provides eligible employees with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA).

Eligibility

Expanded family and medical leave is available to all employees that have been employed by the Company for at least 30 calendar days. You are considered to have been employed by the Company for at least 30 calendar days if:

- You were on the Company's payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the Company on or after March 1, 2020 and were rehired or otherwise re-employed by the Company on or before December 31, 2020, provided that you had been on the Company's payroll for leave upon reinstatement if you had been previously employed by the Company for 30 or more of the 60 calendar days prior to your layoff or termination.

Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020 through December 31, 2020 for the

reason stated above.

Intermittent Use of Leave

If the Company directs or allows you to telework, but you are unavailable to do so because you need to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19-related reason, the Company may agree to allow you to take extended FMLA leave intermittently, in any agreed increment of time. If you normally report to work at a Company worksite, the Company may agree to allow you to take extended FMLA leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Compensation

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of \$200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

Employees must also supplement the two-thirds pay with accrued paid time off, not to exceed 100 percent of regular pay.

Documentation

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child care provider that has closed or become unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The Company may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The Company is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Restoration

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

Retaliation

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

Expiration

This policy expires on December 31, 2020.

Retirement Plan

Nadel Inc. provides a 401k plan for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits, and tax status, contact the Employee Benefits Administrator. All eligible participants will receive a summary plan description.

HOLIDAYS

Nadel Inc. generally observes the following paid holidays:

- New Year's Day – January 1
- Presidents' Day – 3rd Monday in February
- Memorial Day – 4th Monday in May
- July 4th (Independence Day)
- Labor Day – 1st Monday in September
- Thanksgiving Day – 4th Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve – Afternoon of December 24
- Christmas Day – December 25

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. Eligibility for holiday pay begins after completion of an employee's introductory period.

PAID TIME OFF

Nadel Inc. believes that it is important for employees to have regular periods of rest and relaxation away from the workplace, and also recognizes that illness and the need for routine health care occasionally prevent employees from being able to perform their duties. For these reasons, the Company permits employees to accrue paid time off in order to supplement their time away from work.

Employees become eligible to use accrued paid time off any time after the employee's first day of employment. Employees may use accrued paid time off for vacation, sick time, bereavement, jury duty or any other type of paid time off. Employees taking time off for their own illness, scheduled physician visits, or dental appointments or those appointments as they relate to a family member should schedule this time off with his/her supervisor in advance when possible. Any unforeseen time off due to illness should be communicated to his/her supervisor as soon as practical. Requests to use time off for personal reasons or vacation purposes should be scheduled in advance with his/her supervisor.

Paid time off will be accrued on the following basis:

Accrual Schedule for full-time employees:

0 – 60 months – 16 working days

61 – 180 months – 21 working days

More than 181 months – 26 working days

Board of Directors – extra 2 working days

Part-time employees who work less than 32 hours a week will receive a pro-rata portion of Paid Time Off hours.

Paid time off can accrue up to 1.5 times the maximum of days of their annual PTO allowance. Once the maximum allowance is reached, no further paid time off will accrue until some paid time off is used. An employee may not use paid time off before its accrual. Employees will not be paid for any time in excess of accrued paid time off.

An employee whose employment terminates will be paid for accrued, unused paid time off. Employees on unpaid leave do not accrue paid time off.

Required Use of Paid Time Off (PTO) before Unpaid Leave

You are required to take accrued and unused PTO before taking unpaid leave or having unpaid absences. Family and Medical Leave (under both state and federal law) are included in this requirement, unless you are receiving wage replacement through a disability leave plan, and/or your leave is for a pregnancy-related disability.

- Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for 7 calendar days. If you have accrued PTO, it will be used for the first 7 days before SDI payments begin unless you are receiving wage replacement through another disability leave plan and the absence is covered by federal family and medical leave.
- SDI benefits do not replace all of your usual wages. You may choose to supplement your SDI benefits with PTO.
- If you are not eligible for FMLA, you must supplement your SDI benefits with accrued PTO.
- If you are absent for a reason that qualifies you for Paid Family Leave (PFL) payments, you must use PTO during the first two weeks of absence.
- PFL benefits do not replace all of your usual wages. Your PFL benefits must be/can be supplemented with any accrued and unused PTO.

The above Paid Time Off policy is inclusive of the time off provided to employees under California's Healthy Workplaces, Healthy Families Act of 2014.

Abuse of Sick Leave

Regular attendance is crucial to the success of this and any other business. Paid sick leave is provided as a financial buffer for employees who are too injured or ill to work or those who are dealing with the illness or injury of a family member, not as additional time off for employees who are well. Abuse of sick leave is grounds for discipline, up to and including termination.

Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment, but not ongoing medical treatment.

Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, the additional absences from work may be paid with the use of sick leave. If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

NEW PARENT LEAVE (CA ONLY)

If eligible, Nadel Inc. will provide you with up to 12 weeks of unpaid parental leave to bond with a new child within one year of the child's birth, adoption, or foster care placement.

Eligibility

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

- As of the date leave begins, you must be employed with the Company for at least 12 months and for 1,250 hours during the previous 12 months.
- You must work at a worksite where the Company employs at least 20 employees within a 75-mile radius.

Notice Requirements

If the need for leave is foreseeable because of an expected birth, adoption, or placement, you must provide at least 30 days' written notice. If 30 days' notice is not practicable due to a premature birth, unexpected adoption, or unexpected foster placement, provide notice as soon as possible.

Usage

The minimum duration of parental leave is two weeks, and you must conclude any approved new parent leave within one year of the birth or placement for adoption or foster care.

In cases where both parents are employed by the Company and are eligible for leave, the maximum amount of total leave for both parents is 12 weeks. The Company may, but is not required to, grant simultaneous leave to both parents.

While on parental leave, employees will be allowed to utilize accrued vacation pay, paid sick time, or any other accrued paid time off.

Benefits

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

Reinstatement

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

Retaliation

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

PREGNANCY DISABILITY LEAVE (PDL)

Any female employee planning to take pregnancy disability leave should advise the Employee Benefits Administrator as early as possible and make an appointment to discuss the timing of their leave.

- The duration of an employee's pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- Nadel Inc. will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform Nadel Inc. when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin.
- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide Nadel Inc. with a certification from a health care provider. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or

- personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Employee benefits will be continued for the duration of time that the employee is disabled by pregnancy, as confirmed by her health care provider, for a period of up to 17 weeks and three days per pregnancy.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of two hours. Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available.

An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

WAGE REPLACEMENT BENEFITS (CALIFORNIA ONLY)

Each employee contributes through payroll tax to California's state disability insurance programs. State Disability Insurance (SDI) is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department.

SDI is payable when you cannot work because of illness or injury not caused by employment at Nadel Inc. An additional tax funds the state's Paid Family Leave (PFL) program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Specific rules and regulations governing disability are available at www.edd.ca.gov.

EXTENDED MEDICAL LEAVE

If you have a non-work-related medical disability and require additional leave time as a reasonable accommodation, you must present a doctor's written certificate of disability. Extended disability leaves will be considered on a case-by-case basis, consistent with the Nadel Inc.'s obligations under federal and state disability laws.

PERSONAL LEAVE

A personal leave of absence without pay may be granted at the discretion of Nadel Inc. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

BEREAVEMENT LEAVE

Nadel Inc. grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to three consecutive scheduled workdays off to be taken out from the Paid Time Off. The employee's supervisor may approve additional unpaid time off.

JURY DUTY AND WITNESS LEAVE

Nadel Inc. encourages employees to serve on jury duty when called. Non-exempt and Exempt employees who have completed their introductory periods will have to use his/her Paid Time Off while serving on jury duty. The employee should notify his/her supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received.

You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. You may retain any mileage allowance or other fee paid by the court for jury services.

OTHER LEAVES PROVIDED IN CALIFORNIA

The state of California provides numerous other job protections for employees needing time off to deal with personal matters or commitments. Please see Human Resources for information on any of the following leaves.

- Organ and Bone Marrow Donor Leave
- Domestic Violence, Sexual Assault or Stalking Leave
- Military Leave
- Military Spouse Leave
- School Activities or Suspension Leave
- Time Off for Voting
- Victims of Crime Leave
- Volunteer Civil Service Personnel Leave
- Civil Air Patrol Leave

ORGAN AND BONE MARROW DONOR LEAVE

Employees who are donors for organ or bone marrow may take paid time off as follows:

- Employees may take up to 30 business days of leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave.

- Employees may take up to 30 business days of paid leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Nadel Inc. will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under the California Family Rights Act.
- Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation 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.

Nadel Inc. requires that employees taking leave for organ donation use two weeks of accrued Paid Time Off. Nadel Inc. requires that employees taking leave for bone marrow donation use five days of accrued Paid Time Off. Once a Donor has exhausted the required Paid Time Off, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE AND ACCOMMODATION

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence, sexual assault or stalking;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence, sexual assault or stalking victim advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact the Director of Operations and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Company will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification

described above for leave purposes will suffice. The Company may request recertification every six months from the date of the previous certification. You should notify the company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any that are effective and will make reasonable accommodations unless an undue hardship will result. Nadel will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

MILITARY LEAVE

Employees who wish to serve in the military and take military leave should contact his/her supervisor for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

MILITARY SPOUSE LEAVE

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to Human Resources within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

SCHOOL ACTIVITIES LEAVE

Employees are encouraged to participate in the school activities of their child/children. The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by Nadel Inc., the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use Paid Time Off in order to receive compensation for this time off;
- Employees who do not have Paid Time Off available will take the time off without pay, and
- Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence.

SCHOOL APPEARANCES LEAVE

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work.

In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

TIME OFF FOR VOTING

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote.

Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined.

Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

VICTIMS OF CRIME LEAVE

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

A family member of a crime victim may be eligible to take this leave if he/she is the crime victim's spouse, parent, child or sibling. Other family members may also be covered depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence. Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used, please contact the Director of Operations.

VOLUNTEER CIVIL SERVICE PERSONNEL

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. Volunteer firefighters, reserve peace officers and emergency rescue HR may take up to a total of fourteen days per calendar year to engage in fire, law enforcement or emergency rescue training. When taking time off for emergency duty, please alert your supervisor before doing so, when possible.

CIVIL AIR PATROL LEAVE

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company.

Company Property

Lockers, desks, computers, vehicles, and other Nadel Inc.-owned items are Nadel Inc. property and must be maintained according to Nadel Inc. rules and regulations. They must be kept clean and are to be used only for work-related purposes. Nadel Inc. reserves the right to inspect all Nadel Inc. property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Prior authorization must be obtained before any Nadel Inc. property may be removed from the premises. For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent. Terminated employees should remove any personal items at the time they leave Nadel Inc. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

SOLICITATIONS, DISTRIBUTIONS & USE OF BULLETIN BOARDS POLICY

Understanding that employees may occasionally wish to communicate with their co-workers to advertise personal items for sale or to participate in fundraisers for non-profit organizations, children's schools and other non-work events, we allow use of lunch rooms and bulletin boards to distribute such information.

Management reserves the right to monitor such communications and remove them if inappropriate or not in the best interest of Nadel Inc. operations.

In respect for other's efficiency, please do not use work email, voicemail or other resources as a means to solicit or distribute non-work materials. Activities that disrupt work hours or operations are prohibited.

Persons not employed by Nadel Inc. may not solicit Company employees for any purpose on Company premises.

OFF-DUTY USE OF FACILITIES

Employees are prohibited from remaining on Nadel Inc. premises or making use of Nadel Inc. facilities while not on duty. Employees are expressly prohibited from using Nadel Inc. facilities, Nadel Inc. property, or Nadel Inc. equipment for personal use.

PROHIBITED USE OF COMPANY CELL PHONE WHILE DRIVING

In the interest of safety for our employees and other drivers, Nadel Inc. employees are prohibited from using cell phones while driving on Nadel Inc. business and/or time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Nadel Inc. business and/or Nadel Inc. time. Nadel Inc. recommends preprogramming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of state law and a violation of Nadel Inc. rules.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, and e-mail – on a wireless device or cell phone while driving is also prohibited under this policy.

The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes.

SMOKING

Smoking is not allowed in any enclosed area of the facility.

PARKING

Employees are provided parking and should park their vehicles in designated areas only. Nadel Inc. is not responsible for any loss or damage to employee vehicles or contents while parked on parking areas.

Safety and Health

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor and the Director of Operations.

In compliance with California law, and to promote the concept of a safe workplace, Nadel Inc. maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Employee Benefits Office. In compliance with Proposition 65, Nadel Inc. will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

SECURITY

Nadel Inc. has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to the Director of Operations. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor and Director of Operations when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

WORKPLACE VIOLENCE

The safety and security of Nadel Inc. employees is of the utmost importance to Nadel Inc. Nadel Inc. has adopted a Zero Tolerance Policy for workplace violence.

Acts or threats of physical violence including intimidation, coercion, and/or harassment, which involve or affect Nadel Inc. employees, visitors, guests or other individuals will not be tolerated. (Harassment of a sexual nature is dealt with under Nadel Inc. sexual harassment policy.) Violations of this policy will be investigated by the Director of Operations. Violations of this policy may lead to disciplinary action including dismissal, arrest, and prosecution.

Nadel Inc. management will continually strive to prevent and minimize the potential of violence in the workplace by:

- Continually reviewing and evaluating physical security at all Nadel Inc. facilities
- Providing training and education to employees
- Evaluating and assisting in responding to workplace violence issues.
- Maintaining accurate and up to date reports and evaluations of all violence related issues and incidents.

Nadel Inc.'s prohibition against threats and acts of violence applies to all persons involved in Nadel Inc.'s operation, including but not limited to Nadel Inc. personnel, interns, contract and temporary workers, and anyone else on Nadel Inc. property worldwide.

Violations of this policy by any individual on Nadel Inc. property, by any individual acting as a representative of Nadel Inc. while not on Nadel Inc. property or by any individual worldwide when his/her actions affect Nadel Inc.'s business interests will be met by appropriate action.

General examples of prohibited workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Nadel Inc. property, regardless of the relationship between Nadel Inc. and the parties involved in the incident.
- All threats or acts of violence not occurring on Nadel Inc. property but involving someone is acting in the capacity of a representative of Nadel Inc.
- All threats or acts of violence not occurring on Nadel Inc. property involving an employee of Nadel Inc. if the threats or acts of violence affect the interests of the Corporation.

Specific examples of conduct that will be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or his/her family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned, operated or controlled by Nadel Inc.
- Making harassing or threatening telephone calls, letters or other forms of written and electronic communication.
- Intimidating or attempting to coerce an employee to do wrongful acts.
- Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person.
- Making a remark suggesting or implying that an act to injure persons or property is "appropriate", regardless of the location where such a remark is made.
- Possession or use of any firearm, weapon, or any other dangerous device on Nadel Inc. owned or controlled property, with the exception of law enforcement officers in the course of their normal duties and security HR specifically authorized by Nadel Inc.'s management.

Additionally, the carrying of firearms is prohibited at Nadel Inc. sponsored functions or while conducting Nadel Inc. business even if that business is outside of Nadel Inc.'s premises. This prohibition includes all facilities, including those in locations where individuals are permitted and licensed to possess or carry firearms by law. In addition, in states that require it by statute, all Nadel Inc. owned or controlled

properties will post signage advising all Nadel Inc.'s personnel, interns, contract and temporary workers and anyone else entering the property that firearms are not permitted.

Conducting Nadel Inc. business includes but is not limited to visits to customer and vendor sites, attendance at conferences and trade shows, and other business activity that may be conducted at hotels, restaurants or other meeting places. After receiving notification of a workplace violence issue, Nadel Inc. management will initiate an investigation and will respond utilizing internal and external resources as needed.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Nadel Inc. property shall be removed from the premises as quickly as safety permits, and shall remain off Nadel Inc. premises pending the outcome of an investigation.

Nadel Inc. management will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or dismissal and/or criminal prosecution of the person or persons involved.

All Nadel Inc. personnel are responsible for notifying Nadel Inc. management of any threats that they have witnessed, received or have been told that another employee has witnessed or received, whether on or off the premises. Even without an actual threat, employees should report any behavior they have witnessed which they regard as threatening or violent, when that behavior might be carried out on and Nadel Inc.-controlled site, or at Nadel Inc. sponsored event, or when that behavior might occur between Nadel Inc. employees off the premises. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person and persons who were threatened or were the focus of the threatening behavior.

All individuals who apply for or obtain a protective or restraining order which lists Nadel Inc.'s locations as being protected areas must provide to Nadel Inc. management a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. Nadel Inc. will provide opportunities for employees to be trained in the risk factors associated with workplace violence and proper handling of emergency situations in order to minimize the risks of violent incidents occurring in the workplace.

ERGONOMICS

Nadel Inc. is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. Nadel Inc. will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Nadel Inc. encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. Nadel Inc. believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Director of Operations.

EMPLOYEES WHO ARE REQUESTED TO DRIVE

Employees who are required to drive the Nadel Inc. vehicle or their own vehicles on Nadel Inc. business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or current effective insurance coverage before the first day of employment. Nadel Inc. participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

Nadel Inc. retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under Nadel Inc.'s policy. Employees who drive their own vehicles on Nadel Inc. business will be reimbursed at the current IRS rate.

RECREATIONAL ACTIVITIES AND PROGRAMS

Nadel Inc. or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

HEAT ILLNESS

Nadel Inc. is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to Nadel Inc.'s Injury Illness and Prevention Program or talk to the Director of Operations for details on how to ensure you are protected from heat illness dangers.

INCLEMENT WEATHER/NATURAL DISASTERS

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- **Inclement weather:** If weather conditions prevent you from safely traveling to work, you must notify your supervisor by phone, if telephone service is functional, or by any other available means. Employees may be paid for up to five (5) days per year when weather conditions prevent them from reaching the worksite. Absences in excess of five (5) days will be unpaid or will be deducted from paid time off.
- **Natural disasters:** In the event of a natural disaster such as earthquake, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged.

Any non-exempt employee who reports to work but is turned away because of severe weather or a natural disaster, will be paid reporting time pay for that day. Any exempt employee who performs work away from the office in the event of inclement weather or a natural disaster will still be paid their salary for that week.

Confirmation of Receipt

I have received my copy of Nadel Inc.'s Employee Handbook, revision date September 2015. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook. I also understand that in addition to the Handbook my employment may be subject to policies or requirements communicated by management via email and documents posted to our internal network at My Nadel intranet.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Nadel Inc. Nadel Inc. reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of Nadel Inc., no manager, supervisor, or representative of Nadel Inc. has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the President/CEO.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Nadel Inc. is employment at-will; employment may be terminated at the will of either Nadel Inc. or me.

My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Nadel Inc. and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior verbal or written agreements, understandings, and representations concerning my employment with Nadel Inc.

Employee's Signature: _____

Employee's Printed Name: _____

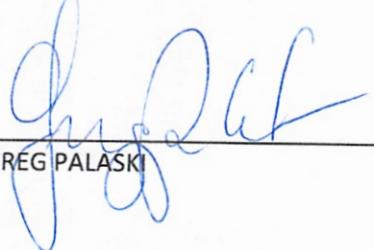
Date: _____

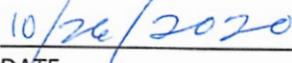
Confirmation By The Board of Directors

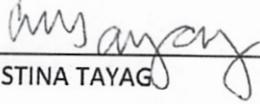
We, the Board of Directors, whose signature appears below, read, acknowledge, and confirm that everything written on the Employee Handbook is consistent to our company policies and procedures. We approved this Handbook and can be distributed to all employees of Nadel Inc.

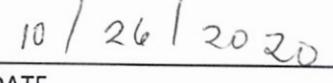

PATRICK WINTERS

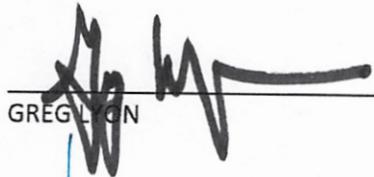

DATE


GREG PALASKI

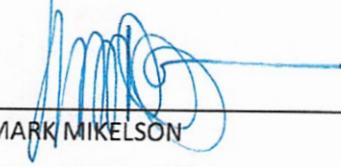

DATE

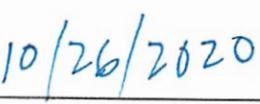

CHRISTINA TAYAG


DATE


GREG LYON


DATE


MARK MIKELSON


DATE