



BLOCKSPACES.[®]

**EMPLOYEE
HANDBOOK**

Effective May 2022

TABLE OF CONTENTS

INTRODUCTION	5
Welcome to BlockSpaces!.....	5
History.....	5
Mission and Vision	5
Core Values	5
Handbook Purpose	5
EMPLOYMENT	7
Equal Employment.....	7
At-Will Notice.....	8
Anniversary Date and Seniority	8
Immigration Law Compliance	8
Introductory Period	8
Employment Classifications	9
Personnel Records	9
Employee References	10
Job Transfers	10
Employment of Relatives	10
CONDUCT AND BEHAVIOR	11
General Conduct Guidelines	11
Sexual and Other Unlawful Harassment.....	12
Abusive Conduct	13
Complaint Procedure.....	13
Corrective Action	14
COMPENSATION	15
Pay Periods.....	15
Payroll Deductions	15
Pay Adjustments, Promotions and Demotions.....	15
Performance Evaluation	15
Work Assignments	16
Employee Referral Program.....	16
Travel and spending policy	17
Advances and Loans.....	18
Education – Tuition Reimbursement	18
Employee Discounts.....	18
BENEFITS	19
Holidays.....	19
Sick Leave	19
Public Health Emergency Leave.....	21
Flexible Paid Time Off	21
Health and Welfare Benefits.....	21
Continuation of Benefits.....	22

Bereavement Leave	22
Jury Service Leave	23
Military Leave.....	23
Temporary Disability Leave.....	23
Witness Leave	24
Arizona State Specific Benefits	25
Voting Leave.....	25
Florida State Specific Benefits	26
Witness Leave	26
Georgia State Specific Benefits.....	27
Jury Service Leave	27
Voting Leave.....	27
Witness Leave	27
New York State Specific Benefits	28
Blood Donation Leave.....	28
Bone Marrow Donation Leave.....	28
Crime Victim Leave	28
Domestic Violence & Sexual Assault Leave	28
Jury Service Leave	28
Military Family Leave	29
Paid Family Leave.....	29
Temporary Disability Insurance	29
Volunteer Emergency Responder Leave.....	30
Voting Leave.....	30
Witness Leave	30
North Carolina State Specific Benefits	31
Domestic Violence & Sexual Assault Leave	31
School Involvement Leave	31
Volunteer Emergency Responder Leave.....	31
Texas State Specific Benefits	32
Elected Official Leave.....	32
Voting Leave.....	32
Witness Leave	32
HEALTH, SAFETY, AND SECURITY	33
Non-Smoking.....	33
Drug and Alcohol.....	33
Reasonable Accommodations	33
Injury and Accident Response and Reporting.....	34
Workers' Compensation	34
Workplace Violence and Security	35
Inclement Weather and Outages.....	35
WORKPLACE GUIDELINES	36
Hours of Work.....	36
Lactation Accommodation	36
Attendance and Tardiness	36
Telecommuting	37

Personal Appearance and Hygiene	38
Confidentiality.....	38
Conflict of Interest	39
Business Gifts	39
Outside Activities	39
Reporting Irregularities.....	40
Inspections and Searches.....	40
Hardware and Software Use.....	40
Social Media.....	41
Personal Property	42
Parking	42
EMPLOYMENT SEPARATION.....	44
Resignation	44
Termination.....	44
Personal Possessions and Return of Company Property.....	44
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT	45
BlockSpaces.....	45

INTRODUCTION

WELCOME TO BLOCKSPACES!

We're very happy to welcome you to our Company. Thanks for joining us! The Company would like you to feel that your employment with us will be mutually beneficial and enjoyable.

You are joining an organization that has established an outstanding reputation for quality products and services. Credit for this goes to every one of our employees and we hope that you will find satisfaction and take pride in your work here.

HISTORY

Founded in 2017, BlockSpaces, Inc., is a software company headquartered in Tampa, Florida that provides blockchain integration software for connecting applications and data.

The company's founders have deep roots in the global blockchain ecosystem since 2013 and remain actively involved in both legislative and community affairs that impact the technology through their work with the Florida Blockchain Business Association. The core team aligns innovative blockchain expertise with decades of enterprise software and infrastructure experience.

With a wide range of technology partnerships and industry associations, BlockSpaces is known as a trusted source and market leader in blockchain integration.

MISSION AND VISION

To provide quality products and services to our customers. To treat our customers and coworkers in a kind and friendly manner. To be a positive influence in the community.

CORE VALUES

Our Core Values are Shared Discovery and Learning, Functional, Relevant and Meaningful Connections and Inclusion and Diversity.

HANDBOOK PURPOSE

This employee handbook is presented as a matter of information and has been prepared to inform employees about the Company's philosophy, employment practices, policies, and the benefits provided to our valued employees, as well as the conduct expected from them. While this handbook is not intended to be a book of rules and regulations or a contract, it does include some important guidelines which employees should know. Except for the at-will employment provisions, the handbook can be amended at any time.

This employee handbook will not answer every question employees may have, nor would the Company want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help employees feel comfortable with us. The Company depends on its employees; their success is our success. Please don't hesitate to ask questions.

Every manager will gladly answer them. We believe employees will enjoy their work and their fellow employees here. We also believe that employees will find the Company a good place to work.

No one other than authorized management may alter or modify any of the policies in this employee handbook. No statement or promise by a supervisor, manager, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this employee handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire employee handbook, but only the subject provision. Nothing in this handbook is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act (NLRA) or be incompatible with the NLRA.

We ask that employees read this guide carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.

EMPLOYMENT

EQUAL EMPLOYMENT

It is the policy of the Company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following:

- Race and associated traits, including hairstyles
- Color
- Age
- Sex
- Sexual orientation
- Gender
- Gender identity
- Religion
- National origin
- Pregnancy
- Reproductive health decisions of employee or their dependent
- Physical or mental disability
- Military or veteran status
- Citizenship and/or immigration status
- Genetic information, including family medical history
- Marital status
- Familial status
- Domestic violence or stalking victim status
- Legal use of consumable products outside of work hours
- Legal recreational activities outside of work hours
- Political activities
- Child or spousal support withholding
- Wage garnishment for consumer debt
- Wearing a depiction of the American flag or displaying an American flag at the employee's workstation
- Arrest Records
- Discharged or sealed criminal records
- Association or relationship with someone in a protected class
- Any other protected class, in accordance with applicable federal, state, and local laws

Employees are encouraged to tell their manager or HR if they feel equal employment opportunities are not being offered. The Company takes allegations of discrimination, intimidation, harassment, and retaliation very seriously and will promptly conduct an investigation when warranted. Employees who have been subject to harassment or discrimination based on the protected classes or characteristics above may have civil remedies available to them.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence and termination.

AT-WILL NOTICE

The employment relationship between the Company and employees is at-will. This means that employees are not hired for any specified period of time and their employment may be terminated at any time, with or without cause, and with or without notice, by either the Company or the employee. Company policy requires that all employees are at-will; any implied, oral, or written agreements or promises to the contrary are void and unenforceable, unless approved by an officer with the power to create an employment contract. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

ANNIVERSARY DATE AND SENIORITY

The employee's date of hire is their official employment anniversary date. Seniority is the length of continuous service starting on that date. Should an employee leave the Company and then be rehired, previously accrued seniority will be lost and seniority will begin to accrue again on the date of rehire. With the exception of certain protected leaves and paid time off, seniority does not accrue during leaves of absence that exceed 30 calendar days.

IMMIGRATION LAW COMPLIANCE

All employees are required to complete Section 1 of Form I-9 on their first day of employment, and produce, within three business days, acceptable proof of their identity and eligibility to work in the United States. Failure to produce the proper identifying documents within three days will result in termination.

INTRODUCTORY PERIOD

The employee's first 90 days of employment with the Company are considered an introductory period. This introductory period will be a time for getting to know fellow employees, managers and the tasks involved in the position, as well as becoming familiar with the Company's products and services. The supervisor or manager will work closely with each employee to help them understand the needs and processes of their job.

This introductory period is a try-out time for the employee and the Company. During this introductory period, the Company will evaluate employees' suitability for employment and employees can evaluate the Company as well. At any time during this first 90 days, employees may resign. If, during this period, employee work habits, attitude, attendance, performance or other relevant factors do not measure up to our standards, the Company may terminate employment.

At the end of the introductory period, the supervisor or manager will discuss each employee's job performance with them. During the course of the discussion, employees are encouraged to give their comments and ideas as well.

Completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Completion of the introductory period also does not imply that employees now have a contract of employment with the Company, other than at-will. Successful completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the Company of more than one year is considered an introductory employee during their first 90 days following rehire.

EMPLOYMENT CLASSIFICATIONS

The Company has established the following employee classifications for compensation and benefit purposes only. An employee's supervisor or manager will inform the employee of their classification, status, and responsibilities at the time of hire, re-hire, promotion or at any time a change in status occurs. These classifications do not alter the employment at-will status.

Regular Full-Time Employee

An employee who is scheduled to work no less than 100% of the scheduled work hours in a workweek on a fixed work schedule (not less than 40 hours). The employee may be exempt or non-exempt and is generally eligible for all employment benefits offered by the Company.

Regular Part-Time Employee

An employee who is scheduled to work less than 40 hours in a workweek and may be eligible for some benefits.

Temporary Employee

An employee who is scheduled to work on a specific need of the Company. The employee will not receive any benefits unless specifically authorized in writing.

Exempt

Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet their work responsibilities.

Non-Exempt

Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked. Unless notified otherwise in writing by management, all employees of the Company are non-exempt.

PERSONNEL RECORDS

The Company maintains various employment files while an individual remains an employee of the Company. Such files may include employee personnel files, attendance files, I-9 files, and files for medical purposes. Employees are required to notify their

manager should any of their personal information change (e.g., address, phone number, last name) so the appropriate updates can be made to the files. The Company will take reasonable precautions to protect employee files and employees' personally identifiable information in its records.

Employee files are restricted based on who reasonably needs access to all or parts of the files. Employees may review their own personnel file by making a written request to their manager or Human Resources. The written request will become a part of the employee's personnel file. Review of files must take place in the presence of the employee's manager or Human Resources.

EMPLOYEE REFERENCES

All employee reference check requests should be forwarded to Human Resources; only authorized members of management or Human Resources may provide this information. When the Company is contacted for a reference check or employment verification, generally only positions held and dates of employment will be confirmed. In some circumstances, past salary and eligibility for rehire may be provided as well.

JOB TRANSFERS

The Company aspires to promote qualified internal candidates to fill open positions whenever possible and practical. When job openings occur, current employees are encouraged to apply.

Management reserves the right to place an employee in whatever job it deems useful or necessary. All job transfers, reassessments, promotions, or lateral transfers are at the discretion of the Company.

EMPLOYMENT OF RELATIVES

The Company does not have a general prohibition against hiring relatives. However, an employee will generally not be hired, transferred, or promoted into a position where they will be managed, directly or indirectly, by a family member or romantic partner. Other factors may also be considered when hiring a relative or romantic partner of a current employee, placing them in a particular position, or creating reporting relationships. The Company may transfer an employee or otherwise change their employment status at any time for any reason, including to avoid the appearance of favoritism or other conflict of interest.

CONDUCT AND BEHAVIOR

GENERAL CONDUCT GUIDELINES

Employees are expected to exercise common sense and courtesy at all times, for the benefit of clients, co-workers, and the Company as a whole. Professionalism is expected, as is respect for the safety and security of people and property. Failure to meet these expectations may be grounds for discipline, up to and including termination. The following are examples of unacceptable conduct, but this is not an exhaustive list.

- Failure to follow the policies outlined in this handbook.
- Negligent, careless, or inconsiderate treatment of clients or their information.
- Theft, misappropriation, or unauthorized possession or use of any property that does not belong to the employee.
- Unauthorized removal of Company property from the premises.
- Sharing trade secrets or other confidential business information with anyone who does not have an official need to know.
- Accessing, without authorization, confidential information pertaining to clients or employees.
- Falsifying or changing any type of Company, client, or employee document or record without authorization.
- Willfully, negligently, or carelessly damaging, defacing, or mishandling property of the Company, a client, or an employee.
- Taking or giving bribes of any nature.
- Entering Company premises without authorization.
- Violating security, safety, or fire prevention regulations, or tampering with safety equipment.
- Conduct that is illegal under federal, state, or local law.
- Creating a disturbance on Company premises.
- Use of abusive language.
- Any rude, discourteous, or unbusinesslike behavior, on or off Company premises, which is not protected by Section 7 of the National Labor Relations Act and that adversely affects the Company services, operations, property, reputation, or goodwill in the community, or interferes with work.
- Insubordination or refusing to follow instructions from a supervisor or manager; refusal or unwillingness to accept a job assignment or to perform job requirements.
- Leaving during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- Sleeping during regular working hours.
- Recording time for another employee or having time recorded by another employee.
- Use or possession of illegal drugs on Company premises at any time.
- Use of alcohol or illegal drugs during working hours, or working under the influence of intoxicants.
- Unauthorized possession of a weapon on Company premises.
- Soliciting, collecting money, vending, and posting or distributing bills or pamphlets during working hours in work areas. Such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does

not interfere with the regular operation of business, is orderly, lawful, in good taste, conducted in an orderly manner, and does not create a safety hazard or a mess. Non-employees are prohibited from all forms of solicitation on Company property at all times.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

The Company is committed to providing a work environment free of harassment in any form, including inappropriate and disrespectful behavior, intimidation, and other unwelcome conduct directed at an individual because of their inclusion in a protected class. Applicable federal and state law defines harassment as unwelcome behavior based on someone's inclusion in a protected class. Sometimes language or actions that were not expected to be offensive or unwelcome actually are, so employees should err on the side of being more sensitive to the feelings of their co-workers rather than less.

The following are examples of harassment; behaviors not in this list may also be considered harassment:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Retaliation or threats of retaliation for refusing advances or requests for favors;
- Leering, making sexual gestures or jokes, or commenting on an employee's body;
- Displaying sexually suggestive content;
- Displaying or sharing derogatory posters, photographs, or drawings;
- Making derogatory epithets, or slurs;
- Ongoing teasing about an employee's religious or cultural practices;
- Ongoing teasing about an employee's sex, sexual orientation, or gender identity;
- Physical conduct such as touching, assault, or impeding or blocking movements

Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for the Company, such as clients, customers or vendors.

Retaliation

Any form of retaliation against someone who has expressed concern about any form of harassment, refused to partake in harassing behavior, made a harassment complaint, or cooperated in a harassment investigation, is strictly prohibited. A complaint made in good faith will under no circumstances be grounds for disciplinary action. Individuals who make complaints that they know to be false may be subject to disciplinary action, up to and including termination.

Enforcement

All managers and supervisors are responsible for:

- Implementing the Company's harassment policy;
- Ensuring that all employees they supervise have knowledge of and understand the Company policy;

- Reporting any complaints of misconduct to the designated company representative, the Director of Human Resources , so they may be investigated and resolved internally;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy; and
- Conducting themselves in a manner consistent with the policy.

Addressing Issues Informally

Employees who witness offensive behavior in the workplace - whether directed at them or another employee - are encouraged, though not required, to immediately address it with the employee whose behavior they found offensive. An employee who is informed that their behavior is or was offensive should stop immediately and refrain from that behavior in the future, regardless of whether they agree that the behavior could have been offensive.

Harassment Complaint Procedure

Employees are encouraged to use the Complaint Procedure to report behavior that they feel is harassing, whether or not that behavior is directed at them. The Complaint Procedure provides for immediate, thorough, and objective investigation of claims of harassment. Appropriate disciplinary action will be taken against those who are determined to have engaged in harassing behavior.

ABUSIVE CONDUCT

Abusive conduct means malicious conduct in the workplace that a reasonable person would find hostile or offensive and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe.

The Company considers abusive conduct in the workplace unacceptable and will not tolerate it under any circumstances. Employees should report abusive conduct to a manager or Human Resources. Managers are responsible for ensuring that employees are not subjected to abusive conduct. All reports will be treated seriously and investigated when appropriate. Employees who are found to have engaged in abusive conduct will be subject to discipline, up to and potentially including termination. Retaliation against an employee who reports abusive conduct or verifies that it took place is strictly prohibited.

COMPLAINT PROCEDURE

The Company has established a procedure for a fair review of complaints related to any workplace controversy, conflict, or harassment. Employees may take their complaint directly to the person or department listed in Step 2 if the complaint is related to their supervisor or manager or if the employee feels the supervisor or manager would not provide an impartial resolution to the problem.

Step 1

The complaint should be submitted orally or in writing to a supervisor or manager within three working days of the incident or as soon as possible. Sooner is better, as it will assist in a more accurate investigation, but complaints will be taken seriously regardless of when they are reported. Generally, a meeting will be held within three business days of the employee's request, depending upon scheduling availability. Attempts will be made to resolve the issue during the meeting, but regardless of whether there is an immediate resolution, the supervisor or manager will give the employee a written summary of the meeting within three business days. Resolution may take longer if further investigation of the complaint is required. If the employee is not satisfied with the resolution, they may proceed to Step 2.

Step 2

The employee may submit an oral or written request for review of the complaint and Step 1 resolution to the Director of Human Resources or a designated investigator. This request should be made within three working days following the receipt of the Step 1 resolution. The Director of Human Resources or the designated investigator will review the complaint and resolution and may call an additional meeting to explore the problem. If warranted, additional fact-finding will be undertaken. A final decision will be rendered within 10 working days after receiving the Step 2 request, and a written summary of the resolution will be provided to the employee who filed the complaint.

CORRECTIVE ACTION

A high level of job performance and professionalism is expected from each employee. In the event that an employee's job performance does not meet the standards established for the position, they violate company policies or procedures, or their behavior is otherwise unacceptable, corrective action may ensue. Corrective action may include, but is not limited to: coaching, oral or written warnings, performance improvement plans, paid or unpaid suspension, demotion, and termination. The type and order of actions taken will be at management's sole discretion and the Company is not required to take any disciplinary action before making an adverse employment decision, including termination.

COMPENSATION

PAY PERIODS

The standard seven-day payroll workweek for the Company will begin at 12:00 a.m. Monday. The designated pay period for all employees is bi-weekly. Paydays are every other Friday. Except as otherwise provided, if any date of paycheck distribution falls on a weekend or holiday, employees will be paid on the preceding scheduled workday.

PAYROLL DEDUCTIONS

The Company complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. There are, however, certain circumstances where deductions from the salaries of exempt employees are permissible. Such circumstances include:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability
- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide sick leave plan that provides compensation for salary lost due to illness
- To offset amounts received as witness or jury fees, or for military pay
- For disciplinary suspensions of one or more full days imposed in good faith for serious workplace policy violations
- For penalties imposed in good faith for serious safety infractions
- When an employee is on unpaid leave under the Family Medical Leave Act
- During an employee's first and last week of employment, if they work less than a full week

If an employee believes that an improper deduction has been made, they should immediately report this to their manager or the person responsible for payroll processing. Reports will be promptly investigated and if it is determined that an improper deduction has occurred, the employee will be promptly reimbursed.

PAY ADJUSTMENTS, PROMOTIONS AND DEMOTIONS

All pay increases are based upon merit, market factors, and the profitability of the Company. There may not be an automatic annual cost of living or salary adjustment. Employee pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers, or adverse business economic conditions. Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If demotion occurs, employees will maintain their seniority with the Company.

PERFORMANCE EVALUATION

Employees will generally receive an appraisal of their job performance semi-annually. This evaluation may be either written or oral. Such evaluation may not occur at exactly the same time each year, but thereabout, at the discretion of the employee's manager.

If the employee receives an evaluation sheet or other written document, they will be required to sign it. An employee's signature does not necessarily indicate that the employee agrees with all the comments, but that they have been given the opportunity to examine the evaluation and discuss it with their manager. The completed and signed evaluation form will be placed in the employee's personnel file and the employee will receive a copy of the performance evaluation.

In addition to performance evaluations, informal counseling sessions may be conducted from time to time.

WORK ASSIGNMENTS

On occasion employees may be required to perform duties that are not part of their job description or usual tasks. This may happen because a co-worker is absent, a position is temporarily vacant, the business or department is particularly busy, or for other reasons. Employees are expected to perform these additional duties in a timely fashion and to the best of their ability. Should questions about process or procedure arise, employees should speak with their manager. Unless informed otherwise, employees will be paid at their regular rate of pay.

EMPLOYEE REFERRAL PROGRAM

BLOCKSPACES is always looking for good people, and you can help. Research has shown, and our own experience supports, that new hires who come into a company through employee referrals are excellent contributors and stay with the company longer. That's where you come in! If you know someone who would be a good addition to BLOCKSPACES, you may be awarded a referral bonus of \$5,000 if you refer a candidate and he or she is hired and stays with the company more than 90 days. Employees are eligible to receive a referral bonus under the following guidelines:

- Employees must refer candidates to Human Resources prior to initial interview.
- Candidate is hired for said position within 180 days of referral.
- Both referrer and candidate must remain employee at BLOCKSPACES for at least 90 calendar days following candidate's start date.
- There is no cap on the number of referrals an employee can make. All bonuses will be paid accordingly.
- First employee to refer a candidate will be eligible for the bonus in the case of multiple referrals.
- Employees who are asked to attend career fairs or other events on behalf of BLOCKSPACES are not eligible to receive a referral bonus for candidates met at such events.
- Employees who are bound by confidentiality / non-compete / non-solicitation agreements of former employers may not refer candidates in violation of said agreement. Likewise, BLOCKSPACES will not consider candidates in violation of any agreements that the candidate is bound by.
- Bonus will be paid on the payroll immediately after the newly hired employee completes 90 days of employment with BLOCKSPACES.

- Human Resources, recruiters, hiring managers, and senior management are not eligible for referral bonuses.
- The referral bonus is considered taxable income.

TRAVEL AND SPENDING POLICY

The Company will cover all necessary and reasonable business-related expenses. Business related expenses include, but not limited to, supplies and small equipment needed to carryout job duties and travel expenses. Any cost that does not fall within the guidelines below must be approved by the appropriate manager *before* the expense is incurred. The Company does not pay for expenses that were not approved in advance and are deemed unnecessary or extravagant. It is management's discretion to determine whether expenses are necessary, reasonable and extravagant.

The Company pays for the following types of expenses under this policy:

- Travel expenses including lodging (reservation through the Company's accounting department), airfare (employees are responsible for booking their own airline ticket), reasonable airline luggage fees, train fare, bus, taxi, and related tips
- Reasonable meals, including tips up to 20%
- Car rental when arriving at the destination by air, parking fees, and tolls
- Mileage on a personal vehicle at the current IRS reimbursement rate
- Conference and convention fees
- Business entertainment expenses, up to pre-approved limits

The following expenses are examples of expenses not reimbursable under this policy:

- Airline club dues
- Traffic fines
- Tips in excess of 20%
- Alcohol
- In-flight movies, mini-bar expenses, and other forms of personal entertainment
- Airfare above economy class
- All other expenses not approved in advanced

No policy can anticipate every situation that might give rise to legitimate business expenses. Reasonable and necessary expenses not listed above may be paid for by the Company. When prior approval is required, managers should use their best judgment to determine if an unlisted expense is reimbursable under this policy.

Credit Cards

Company-issued credit cards are to be used for purchases on behalf of the Company and for any travel expenses incurred while traveling on company business only. At no time may an employee use a Company credit card for purchases intended for personal use; such expenses will require that the Company be reimbursed and may lead to revocation of credit card privileges and other discipline. Credit card expenses must be supported by

itemized receipts. When requesting a company credit card, employees should utilize the Company's credit card platform (Ramp) and provide the estimated cost of items to be purchased. When requesting a credit card for travel expenses, employees should provide date and reason for travel and a budget of estimated spending (e.g. airfare, meals, taxi, parking, etc).

Documentation

Requests for reimbursement of business expenses must be submitted either on the Company's payroll platform (Gusto) or credit card platform (Ramp). In order to comply with IRS regulations, all business expenses be supported with itemized receipts.

Requests for reimbursement lacking this information will not be processed and will be returned to the employees. Requests for exceptions to this policy should explain why the exception is necessary and be approved by management.

It is the Company's discretion to modify the spending policy from time to time. In the event the Company determines that spendings is unreasonable, excessive and extravagant, the Company may choose to adopt a more restrictive per diem approach to certain business expenses which may have tax implications to employees and may necessitate the filing of expense reports in addition to observing these spending requirements.

ADVANCES AND LOANS

The Company does not give advances or loans to employees.

EDUCATION – TUITION REIMBURSEMENT

Employees wishing to further their formal education or participate in trade-specific training may qualify for reimbursement of all or part of the cost of tuition and books for classes. Authorization from their immediate supervisor and CEO must be granted prior to enrolling in classes. To participate in this program the employee must successfully accomplish the following:

1. Request and receive written approval prior to participating in the class.
2. Attain at least a "B" average grade or equivalent.
3. Submit a written request for reimbursement
4. Provide proof of payment and final grades

Not all education programs qualify and tuition reimbursement may vary depending on the chosen courses. Agreements for continued employment may be required in some cases. See your immediate supervisor for details. BLOCKSPACES reserves the right to modify or eliminate this program without notice.

EMPLOYEE DISCOUNTS

BLOCKSPACES offers full-time employees a discount on our products and services. Discounts vary depending on the products or services. If you wish to take advantage of discounts offered, contact your immediate supervisor.

BENEFITS

HOLIDAYS

Regular full-time employees are entitled to the following paid holidays observed by the Company:

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

Other days or parts of days may be designated as holidays with pay. No holiday pay will be paid to an employee who is on an unpaid status, on any leave, or absent due to workers' compensation. If a holiday falls on a Sunday, the holiday may be observed on the following Monday. If the holiday falls on a Saturday, the holiday may be observed on the preceding Friday.

SICK LEAVE

Arizona

All employees will accrue one hour of paid sick leave for every 30 hours worked, up to a cap of 40 hours per year. Exempt employees will be presumed to work 40 hours per week, unless they are regularly scheduled to work fewer than 40 hours, in which case accrual will be based on their usual schedule. Employees begin accruing time immediately upon hire and are eligible to use PTO leave on their 90th day of employment.

Yearly usage is capped at 40 hours. Unused sick leave will roll over into a new year. The yearly 40-hour use cap applies regardless of how many total hours the employee has accrued.

When sick leave is used, it will be paid at the employee's regular rate of pay. Sick leave may be used in the smallest increment currently used for other time tracking purposes.

Unused sick leave may not be cashed out and will not be paid out at the end of employment. Employees rehired within nine months will be credited with their previously accrued but unused sick leave.

Employees may use sick leave for the following:

- An employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive health care;
- For the care of a family member with a mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive health care;
- To seek legal, medical, psychological, or relocation services if an employee or their family member is a victim of domestic violence, sexual assault, or stalking; or
- When the employee's place of business is closed by a public health official; when the employee needs to care for a child whose school or place of care is closed by a public health official; or when the employee or their family member needs to stay home because health authorities have determined they should do so in the interest of public safety.

If the need for sick leave is foreseeable, employees must provide reasonable advance notice and should attempt to schedule their leave so that it has the least impact on business operations. If the need for sick leave is unforeseeable, the Company should be notified as soon as possible and in accordance with the attendance policy.

Employees who are absent for three or more consecutive workdays may be required to provide proof of the need for leave, such as signed documentation from a healthcare professional.

New York

Employees will accrue one hour of leave for every 30 hours worked. Employees may use up to 40 hours of accrued leave per year and may carry over their unused leave into a new year. Leave will be paid at the employee's regular rate of pay.

An employee may use their sick leave for the following reasons:

- For a mental or physical illness, injury, or health condition of the employee or their family member
- For the diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or need for medical diagnosis of, or preventive care for, the employee or their family member
- For absences related to domestic violence, a family offense, a sexual offense, stalking, or human trafficking of the employee or their family member (unless the employee committed the offense)

Family members include an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, and the child or parent of an employee's spouse or domestic partner.

Employees may use their sick leave in increments of two hours or more. Employees should provide as much notice as practicable of their need for sick leave.

Employees will not be compensated for unused leave upon termination.

PUBLIC HEALTH EMERGENCY LEAVE

New York

All employees are entitled to take up to four hours of paid leave each time they get a COVID-19 vaccination if they need time to do so during their normal working hours. COVID-19 vaccination leave is in addition to any other leave employees are entitled to and will be paid at the employee's regular rate of pay.

If an employee gets one of the vaccines that requires two doses to be effective, the employee will be entitled to up four hours for the first shot *plus* four hours for the second shot. If public health authorities recommend re-vaccination in the future, employees can take additional paid COVID vaccination leave, as needed.

Employees should provide at least one day of notice prior to taking leave and may be asked to provide proof of vaccination.

This policy expires on December 31, 2022.

FLEXIBLE PAID TIME OFF

BlockSpaces employees are professionals with responsibilities to the company, to our internal and external customers, and to themselves. BlockSpaces expects each employee to determine for themselves, consistent with the employee's responsibilities, how much time to take off from work. Time away from work is beneficial, and all employees are encouraged to take it; however, no particular amount of time off is promised, guaranteed, vested or accrued. Employees are eligible for Paid Time Off after 90 days of employment.

Applicable Reasons for Use:

This policy applies to time off for purposes such as vacation, personal, sick, jury duty, and bereavement.

Expectations and Scheduling Time Off:

Employees must follow the steps below if they intend to take leave under this policy for the applicable reasons above known in advance. Time off requests must be submitted and approved via HRIS system to your reporting supervisor. Obtain supervisor approval at least two weeks in advance when possible (non emergency). Planning and coordination with your manager is required for all PTO days that are non-emergency. Understand that due to staffing needs, sometimes, not all PTO requests can be honored. Meet all established goals despite the absences.

If an eligible employee is unable to meet the expectations outlined above, BlockSpaces reserves the right to temporarily revoke flexible PTO. Further, if gross abuse of this leave is observed, disciplinary action may be taken, which may include termination of employment.

HEALTH AND WELFARE BENEFITS

The Company complies with all applicable federal and state laws with regard to benefits administration. All regular employees scheduled and generally working at least 40 hours

a week are entitled to health insurance and other company-sponsored health benefits, when in effect. The Company reserves the right to change or terminate health plans or other benefits at any time.

New qualifying employees will be eligible for coverage First of the month after hire date. New employees may elect not to be covered, with the permission of the Company, provided the percentage of employees not covered is within the benefit plan specifications.

CONTINUATION OF BENEFITS

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), or a state mini-COBRA law, employees may be allowed to continue their health insurance benefits, at their own expense, for a set number of months after experiencing a qualifying event. Length of coverage may be dependent upon the qualifying event.

To qualify for continuation of health benefits, the covered individual must experience a qualifying event that would otherwise cause them to lose group health coverage. The following are qualifying events:

For Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

For Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

For Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

See Human Resources for additional information.

BEREAVEMENT LEAVE

A regular employee of the Company may request a leave of absence with pay for a maximum of 3 working days upon the death of a member of their immediate family. Members of the immediate family are defined as parents, spouse, domestic partner, child, sibling, grandchild, parent-in-law, and corresponding step-relatives. Proof of the need for leave may be required.

JURY SERVICE LEAVE

Employees will be allowed time off to attend jury duty. The Company may request that the employee ask to be excused from service, or request postponement, if their absence from work would create a serious hardship to the Company.

Employees must submit a copy of the original summons to their manager as soon as it is received. For periods of service longer than two days, the Company may require proof that the employee attended jury service. Employees should report for work on any day, or partial day, not actually spent attending jury duty.

Employees may keep any fees received for jury duty. Jury duty leave is unpaid, though employees will be allowed to use paid time off. Exempt employees will be paid in accordance with the Fair Labor Standards Act.

MILITARY LEAVE

If employees are on an extended military leave of absence, they are entitled to be restored to their previously held position or similar position, if available, without loss of any rights, privileges or benefits provided the employee meets the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. In certain circumstances, a letter from the employee's commanding officer may be requested to establish the dates of duty.

TEMPORARY DISABILITY LEAVE

The Company recognizes that a temporary disability may prevent employees from coming to work for a period of time. In such cases, the Company may grant a temporary disability leave. This leave does not have a minimum or maximum time frame. Rather, the Company will attempt to reasonably accommodate the needs of the employee as well as the needs of the Company. If a leave is granted, any extensions will be subject to the same considerations.

Employees requesting a temporary disability leave must document their request in writing. That request should be accompanied by a doctor's statement identifying how the temporary disability limits the employee's ability to work, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. Should the employee's expected return date change, the employee should notify the Company as soon as possible. Prior to returning to employment with the Company, employees will be required to submit written medical certification of their ability to work, including any restrictions. Upon returning to work, if employees qualify, they will be reinstated to their former position or one that is substantially the same, depending upon the availability of any position at that time.

The leave will be unpaid, except that employees must use any available paid sick leave concurrently and may choose to use other paid time off concurrently once their sick leave has been exhausted.

WITNESS LEAVE

Employees who need to attend court as a witness, to appear with a minor, or because they are the victim in a criminal case, will be granted leave in order to appear in court. The Company may require proof of the need for leave. This leave is unpaid, though employees will be allowed to use paid time off, if any is available. Exempt employees will be paid in accordance with the Fair Labor Standards Act.

ARIZONA STATE SPECIFIC BENEFITS

VOTING LEAVE

Unless the polls are open for three consecutive hours before or after the employee's shift, the employee will be given up to three hours to vote in any state or federal election. This voting leave will be compensated at the employee's regular rate of pay. Employees must request voting leave at least one day before the election. The Company may specify which hours the employee may take, and the Company may count non-working hours toward the three-hour total.

FLORIDA STATE SPECIFIC BENEFITS

WITNESS LEAVE

If an employee is absent from work to serve as a witness in response to a subpoena, the employee will be granted a witness leave without pay for such time as it is necessary to comply with the request. Employees are to report to work on any day, or portion thereof, which is not actually spent in the performance of serving as a witness. The Company may ask for proof of the need for leave.

GEORGIA STATE SPECIFIC BENEFITS

JURY SERVICE LEAVE

If an employee is summoned to report for jury duty, they will be granted an unpaid leave of absence after notifying their supervisor or manager and submitting a copy of the original summons for jury duty.

Any fees received for jury duty, including travel fees, are to be retained by the employee. Employees are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service unless the employee has already dedicated eight hours to jury service that day. For each week of jury duty, a certificate of jury service must be certified by the Court and filed with the Company no later than Wednesday of the following week.

Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements.

VOTING LEAVE

If an employee cannot vote because of their scheduled work hours, then the employee will be given up to two hours to vote in any election for which the employee is registered to vote. The two hours will be unpaid.

Employees must apply for leave prior to Election Day. The Company may specify the time during the day that leave can be taken.

WITNESS LEAVE

If an employee is absent from work to serve as a witness in a criminal case, the employee will be granted a witness leave without pay for such time as it is necessary to comply with the request. Employees are to report to work on any day, or portion thereof, which is not actually spent in the performance of serving as a witness. For each week of witness leave, a certificate of service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

Employees who have been charged with a crime and are appearing as a criminal defendant are not covered under this policy and may not be provided with leave.

NEW YORK STATE SPECIFIC BENEFITS

BLOOD DONATION LEAVE

Employees may use any applicable accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by the Company, including allowing an employee to participate in a blood drive at the employee's place of employment; or, at the option of the Company, employees may be granted three hours of leave of absence in any 12-month period to donate blood.

BONE MARROW DONATION LEAVE

Employees working an average of 20 or more hours per week will be granted unpaid time off to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves will be determined by the physician, but may not exceed 24 work hours, unless agreed to by the Company. The Company may require verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow.

CRIME VICTIM LEAVE

Employees who are victims of a crime, a victim's representative, or who have been subpoenaed as a witness in a criminal proceeding will be granted time off to appear as a witness, consult with the district attorney, or exercise their rights under the law. Employees should provide at least one days' notice and more when possible. Employees may use any available paid time off. If paid leave is not available, non-exempt employees will be granted unpaid time off; exempt employees will be paid in accordance with the Fair Labor Standards Act.

DOMESTIC VIOLENCE & SEXUAL ASSAULT LEAVE

An employee who is the victim of domestic violence will be provided with up to 90 days of unpaid leave during any 12 month period to appear in court as a witness, consult with the district attorney, or to exercise their rights as provided in the criminal procedure law. As much advance notice as practical is requested by the Company. The Company may require written documentation verifying attendance in court.

For purposes of this leave, the term "victim" includes the aggrieved party or the aggrieved party's next of kin (if the aggrieved party is deceased as a result of the offense), the representative of a victim as defined by law, a good Samaritan as defined by law, or a person pursuing an application or enforcement of an order of protection under the criminal procedure law or the family court act.

JURY SERVICE LEAVE

If an employee is summoned to report for jury duty, they will be granted a leave of absence when the employee notifies and submits a copy of the original summons for jury duty to their supervisor or manager. The Company reserves the right to request that they seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Company.

Any fees received for jury duty, including travel fees, are to be retained by the employee. Employees are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service will be certified by the Court and filed with the Company no later than Wednesday of the following week.

Employees will be paid the first 40 dollars of any daily wages for the first three days of the jury service. Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements.

MILITARY FAMILY LEAVE

An unpaid leave of absence of up to 10 days will be granted to an employee whose spouse is on leave from service with the armed forces in a combat zone. This leave is to be used while the active member of the military is on leave.

PAID FAMILY LEAVE

Employees who have worked for the Company for at least 26 weeks if working 20 or more hours per week, or 175 days if working fewer than 20 hours per week, are eligible to apply for New York's Paid Family Leave Benefit (PFL). PFL provides partial-income replacement and job protection.

Employees may apply to use PFL for the following:

- Bonding with a child during the first 12 months following their birth, adoption, or fostering
- To care for a close relative with a serious health condition.
- If they are eligible for time off under the military provisions of the Family Medical Leave Act (FMLA) when a spouse, child, domestic partner or parent of the employee is on active duty or has been notified of an impending call or order of active duty.

Employees may use paid time off, if available, to supplement Paid Family Leave benefits. Paid Family Leave runs concurrently with leaves under the Family and Medical Leave Act (FMLA) and other company, local, state, and federal leaves of absence.

If applicable, health care benefits will be maintained during the leave. The employee is responsible for their portion of the medical insurance premium cost, if any. Failure to pay the employee portion of the health insurance premiums in advance may result in the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

To request leave, or for additional information, employees should contact Human Resources. The name of the Company's insurance carrier and other pertinent information will be provided when an employee requests PFL.

TEMPORARY DISABILITY INSURANCE

Disability benefits are temporary cash benefits paid to an eligible wage earner, when they are disabled by an off-the-job injury or illness. The Disability Benefits Law provides weekly

cash benefits to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment. Disability benefits are also paid to an unemployed worker to replace unemployment insurance benefits lost because of illness or injury.

An employee's contribution is computed at the rate of one-half of one percent of their wages, but no more than sixty cents a week. If an employee has more than one job at the same time, with combined wages of more than \$120.00 per week, the employee may request each Company to adjust the contributions in proportion to the earnings of each employment. The combined contributions may not exceed 60 cents per week. The request should be made as soon as the employee enters a second job. Disability benefits include cash payments only. Medical care is the responsibility of the claimant. It is not paid for by the Company or insurance carrier.

VOLUNTEER EMERGENCY RESPONDER LEAVE

Employees who are members of a volunteer fire company or ambulance service will be granted unpaid leave to provide these services. Employees must notify the Company in advance if they are a member of such a group, and if possible should give notice prior to missing work due to a call to service. The Company may request a notarized statement from the employee's fire department or volunteer ambulance service certifying the leave was to serve as a volunteer emergency responder.

VOTING LEAVE

If an employee does not have four or more consecutive nonworking hours while the polls are open, then they will be granted enough time off on Election Day so that they are able to vote. Up to two hours of that time will be paid. Exempt employees will be paid in accordance with the Fair Labor Standards Act.

Unless the employee's manager agrees otherwise, time off to vote must be at the end or beginning of the employee's shift. Employees must give at least two days' notice of the need for leave to vote.

WITNESS LEAVE

If an employee is the victim of a crime, has been subpoenaed to serve as a witness in a criminal case, or is exercising their rights under the family court act, the employee will be granted a leave without pay for such time as it is necessary and reasonable to meet with the district attorney or attend court proceedings. The employee must provide at least one day of notice and the Company may request proof of the need for leave.

NORTH CAROLINA STATE SPECIFIC BENEFITS

DOMESTIC VIOLENCE & SEXUAL ASSAULT LEAVE

An employee who is a victim of domestic violence and requires time off from work to obtain or attempt to obtain relief will be granted an unpaid leave. Advance notice is required when possible. The Company may request documentation of any emergency that supports the employee's reason for being absent from the workplace.

SCHOOL INVOLVEMENT LEAVE

Employees are entitled to up to four hours per year of unpaid leave for parent involvement with their child's school. The Company may require written verification from the school of the employee's involvement.

VOLUNTEER EMERGENCY RESPONDER LEAVE

Employees who are volunteer emergency response workers and are called to service after a proclamation of a state of disaster will be granted leave without pay for that time. The employee may use vacation or other paid leave, but will not be required to do so.

TEXAS STATE SPECIFIC BENEFITS

ELECTED OFFICIAL LEAVE

Employees who attend political conventions as a delegate will be given unpaid time off to carry out this duty. Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements.

VOTING LEAVE

If an employee does not have two or more consecutive hours during which the polls are open, either before or after their regularly scheduled work hours, then the employee will be given up to two hours to vote in any state or federal election. The two hours will be compensated at the employee's regular rate of pay.

WITNESS LEAVE

If an employee is subpoenaed to serve as a witness in a civil, criminal, administrative or legislative proceeding, the employee will be granted a leave of absence without pay for such time as it is necessary to comply with the request. The Company may request proof of the need for leave.

HEALTH, SAFETY, AND SECURITY

NON-SMOKING

Smoking, vaping, and use of chew are not permitted in any Company buildings, or work sites, Smoking is also prohibited in and within 20 feet of all public areas and places of employment. Employees wishing to engage in these activities may do so during their designated break times, outside of Company buildings, in designated areas (or off the property if no area is designated), and in accordance with local ordinances.

DRUG AND ALCOHOL

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. While on Company premises, whether during work time or non-work time, employees are prohibited from being under the influence of drugs or alcohol. There are limited exceptions for the use of prescription drugs (not including marijuana), as long as they do not create safety issues or impair an employee's ability to do their job, and the moderate use of alcohol at company-sponsored or sanctioned events.

Employees are strictly prohibited from possessing illegal drugs, cannabis, or excessive quantities of prescription or over-the-counter drugs while on Company premises, performing Company-related duties, or operating any Company equipment. Any drugs confiscated that are suspected of being illegal will be turned over to the appropriate law enforcement agency.

Employees taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform their job and should advise their manager of any resulting job limitations. Once notified, the Company will make reasonable efforts to accommodate the limitation.

The Company reserves the right to test any employee for the use of illegal drugs, marijuana, or alcohol, in accordance with applicable law. Employees in safety-sensitive positions may be subject to regular or random drug testing. Drug or alcohol tests may also be conducted after an accident in which drugs or alcohol could reasonably be involved, or when behavior or impairment on the job creates reasonable suspicion of use. Under those circumstances, the employee may be driven to a certified lab for testing at the Company's expense. Refusal to be tested for drugs or alcohol will be treated the same as a positive test result.

Violation of this policy may result in discipline, up to and including termination.

To the extent that any federal, state, or local law or regulation limits or prohibits the application of any provision of this policy, then that particular provision will be ineffective in that jurisdiction only, while the remainder of the policy remains in effect.

REASONABLE ACCOMMODATIONS

If the Company is made aware of an employee's disability and resulting need for accommodation, Human Resources or the employee's manager will engage with them in

the interactive process. This process will determine what, if any, accommodations are necessary and reasonable in order to assist the employee in doing the essential functions of their job. Whether an accommodation is reasonable will be determined based on a number of factors, including whether it will effectively assist the employee in doing the essential functions of their job, the cost, and the effect on business operations. In most cases, employees will be required to provide documentation from an appropriate healthcare provider. Human Resources will provide employees with the necessary form.

All employees are required to comply with safety standards. Employees who pose a direct threat to the health or safety of themselves or others in the workplace may be temporarily moved into another position or placed on leave until it is determined if a reasonable accommodation will effectively mitigate the risk.

INJURY AND ACCIDENT RESPONSE AND REPORTING

If an employee is injured or witnesses an injury at work, they must report it immediately to the nearest available manager. Employees should render any assistance requested by that manager. When any accident, injury, or illness occurs while an employee is at work, regardless of the nature or severity, the employee must complete an injury reporting form and return it to Human Resources as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by Human Resources, including a determination as to whether the injured employee may return to work.

Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials.

In addition to compliance with safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, the Company has an independent interest in making its facilities a safe and healthy place to work. The Company recognizes that employees may be in a position to notice dangerous conditions and practices and therefore encourages employees to report such conditions, as well as non-functioning or hazardous equipment, to a manager immediately. Appropriate remedial measures will be taken when possible and appropriate. Employees will not be retaliated or discriminated against for reporting of accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

WORKERS' COMPENSATION

The Company carries insurance that covers work-related injuries and illnesses. The workers' compensation insurance carrier governs the benefits provided. These benefits will not be limited, expanded, or modified by any statements of Company personnel or Company documents. In the case of any discrepancy, the insurance carrier's documents will control.

WORKPLACE VIOLENCE AND SECURITY

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional, or veiled threat of harm to any employee, customer, business partner, or Company property will be acceptable. Acts of violence or intimidation of others will not be tolerated. Any employee who commits, or threatens to commit, a violent act against any person while on Company premises, will be subject to discipline, up to immediate termination.

Employees share the responsibility of identifying and alleviating threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to a manager. Threats will be investigated and appropriate remedial or disciplinary action will be taken.

INCLEMENT WEATHER AND OUTAGES

In the event the company must close for the day due to severe weather or emergencies, the company will make every reasonable effort to notify you.

If weather conditions are so severe that you are unable to work, contact your immediate supervisor.

WORKPLACE GUIDELINES

HOURS OF WORK

Employees are expected to be at their work area and ready to work at their scheduled time. Employees will be given their work hours upon hire and at the time of any change in position. If the normal work hours are changed or if the Company changes its operating hours, employees will be given notice.

LACTATION ACCOMMODATION

The Company provides a supportive environment to enable breastfeeding employees to express milk during work hours for up to three years after the birth of the child. Accommodations under this policy include unpaid break time and a private place (other than a bathroom) that is close to the employee's work area to express milk.

When possible, time provided under this policy should be taken concurrently with other breaks to which the employee is entitled. Employees will be paid for the duration of their regular rest breaks, if applicable, and for all lactation breaks on a Company worksite. Otherwise, lactation breaks away from the worksite will be unpaid. Exempt employee pay will not be affected by lactation break time.

Any form of discrimination or harassment related to breastfeeding is unacceptable and will not be tolerated.

ATTENDANCE AND TARDINESS

Employees are expected to be at work and ready to go when their day begins or resumes. Attendance is mandatory for efficient job performance. In cases of absence for any reason, notify your immediate as soon as reasonably possible. Poor attendance, absence without notification or habitual tardiness to meetings, will be subject to appropriate disciplinary action, up to and including termination. Work Schedule Requirements With variations in workload based on demand from our customers, it is our responsibility to meet critical deadlines, sometimes with little notice. As a result, you may be required to work overtime be it pre-planned or spontaneous.

If an employee is unable to be at work on time, or at all, they must notify their manager no later than 30 minutes before the start of their workday. If an employee's manager is not available, the employee should contact another member of management. If an employee is physically unable to contact the Company, they should ask another person to make contact on their behalf. Leaving a message with a co-worker or answering service is not considered proper notification. Excessive tardiness or absences are unacceptable job performance.

When an employee calls in absent, they should provide their expected time or date of return. The Company reserves the right to require proof of the need for absence, if allowed by law. If an employee is absent for three consecutive days and has not provided proper notification, the Company will assume that the employee has voluntarily quit their position and will proceed with the termination process.

If an employee becomes ill during their scheduled workday and feels they may need to end of their workday, they should notify their manager immediately

Absences should be arranged as far in advance as possible. When an employee needs to be absent during the workday they should attempt to schedule their outside appointment or obligation so that their absence has the smallest impact possible on business operations.

TELECOMMUTING

Costs

The Company will supply the employee with appropriate office equipment and reimburse the employee for all other reasonable business-related expenses. Employees must get pre-approval for expenses associated with working from home. Any equipment supplied by the Company is to be used for business purposes only, unless otherwise specified. Employees must take appropriate action to protect these items from damage or theft.

The Company is not responsible for costs associated with the initial setup of the employee's home office such as remodeling, furniture or lighting, or for repairs or modifications to the home office space.

Security

As with employees working in the office, those who WFH will be expected to ensure the protection of proprietary Company and customer information through use of locking doors, desks, file cabinets, and media storage, regular password maintenance, and any other steps appropriate for the job and the environment. Unless you live alone, computers should be locked when you walk away, and other household members should be not allowed access to or use of Company property.

Expectations

When working from home employees must:

- Work their full, typical schedule
- Attend all meetings in a virtual capacity
- Achieve the same level of production as in the office
- Maintain equivalent availability for colleague and client communication, supervisor questions, etc.
- Be available online and by phone for the duration of their usual workday, minus breaks and rest periods
- Respond promptly to communication via messaging app, email, and phone
- Take all required break and rest periods, as if they were in the office
- Communicate consistently regarding their workload and status (break, lunch, working on a project, etc.)
- Follow all company procedures and policies
- Refrain from using alcohol or illegal drugs

Employees will maintain a designated workspace. Workers' Compensation coverage is limited to this workspace as opposed to adjacent areas, e.g. other areas of the home. Employee agrees to report any work-related injury to his/her supervisor immediately. Associate agrees to maintain a safe, ergonomically correct, and secure work environment, and agrees to allow management access to work from home site to assess safety and security.

Any hardware or software purchased by BLOCKSPACES remains its property and will be returned at the conclusion of the Work from Home arrangement. Associate agrees to protect all company equipment against unauthorized or accidental access, use, modification, destruction, or disclosure. Associate agrees to report to management instances of loss, damage, or unauthorized access immediately. Company owned software is not to be duplicated except as formally authorized. Company information, whether stored electronically or as hard copy, remains the property of BLOCKSPACES. All work produced and products developed while working from home, remain the property of the company. BLOCKSPACES equipment at the work from home site will not be used for personal purposes or by anyone else at the work from home site. Viewing of company information, documentation or work product by any unauthorized person (e.g. family member, neighbor, etc.) will be cause for disciplinary action, up to and including termination.

PERSONAL APPEARANCE AND HYGIENE

BLOCKSPACES encourages employees to dress comfortable, with consideration given to maintaining a professional appearance. Appropriate attire should be worn at all times in keeping with commonly recognized standards. If you interface with clients or are scheduled to meet with clients on an occasional basis, be prepared and dress appropriately. Be considerate of the company's image as well as your image with customers and your co-workers. The following are generally not acceptable:

- Flip Flops
- Backless Tops
- Short Skirts or Dresses
- Short Shorts
- Ripped Shirts
- Offensive or Political clothing
- Pajamas
- Crop Tops
- Visible undergarments

CONFIDENTIALITY

Employees may not disclose any confidential information or trade secrets to anyone outside the Company without the appropriate authorization. Confidential information may include internal reports, financials, client lists, methods of production, or other internal business-related communications. Trade secrets may include information regarding the development of systems, processes, products, design, instrument, formulas

and technology. Confidential information may only be disclosed or discussed with those who need the information. Conversation of a confidential nature should not be held within earshot of the public or clients.

When any inquiry is made regarding an employee, former employee, client, or customer, the inquiry should be forwarded to a manager or Human Resources without comment from the employee.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. In addition, nothing in this policy is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act.

CONFLICT OF INTEREST

A conflict of interest arises when an employee is engaged in activity that could be detrimental to the company. This includes when an employee improperly uses their position with the company for personal gain or the gain of someone with whom they have a relationship. *Improper use* includes behavior that is illegal, as well as behavior that is unethical or questionable to a reasonable person. These are some examples of a conflict of interest:

- An employee requesting or requiring gifts or discounts in exchange for starting or continuing a business relationship with a client or vendor
- An employee selecting a relative's company as a supplier when they have not produced the best proposal
- An employee taking a second job working for a competitor and sharing confidential company information with the competitor
- An employee taking a second job that interferes with their ability to do their work for the Company at their full potential, whether due to scheduling, exhaustion, or some other factor

Because how things appear, whether accurate or not, has a significant impact on the Company's reputation, employees should also avoid the appearance of a conflict of interest. If questions arise as to whether a certain activity or behavior is a conflict of interest, employees should speak with their manager or HR.

BUSINESS GIFTS

Employees are prohibited from directly or indirectly requesting or accepting a gift for themselves or the company. If an employee is offered or given anything of value from any client, prospective client, vendor, or business partner in connection with company business, they should alert their manager immediately.

OUTSIDE ACTIVITIES

Employees may engage in outside employment during non-working hours, provided doing so does not interfere with their job performance or constitute a conflict of interest. Prior to accepting outside employment, employees should notify their manager in writing.

The notice must include the name of the Company, the title and nature of the position, the number of working hours per week, and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with the employee's job at any time, they may be required to limit or end their outside employment.

REPORTING IRREGULARITIES

Employees should immediately report any actual or suspected theft, fraud, embezzlement, or misuse of Company funds or property, as well as suspicious behavior. An employee who is aware of such activity but does not report it will be considered part of the problem and disciplined accordingly.

INSPECTIONS AND SEARCHES

Any items brought to or taken off of Company premises, whether property of the employee, the Company, or a third party, are subject to inspection or search unless prohibited by state law. Desks, lockers, workstations, work areas, computers, USB drives, files, e-mails, voice mails, etc. are also subject to inspection or search, as are all other assets owned or controlled by the Company. Any inspection or search conducted by the Company may occur at any time, with or without notice. Failure to submit to a search will be grounds for discipline.

HARDWARE AND SOFTWARE USE

The following guidelines have been established for using the Internet and email in an ethical and professional manner. For the purpose of this policy, Company Internet includes productivity software, instant messaging applications, the Company cloud and networks, the intranet, and any other tool or program provided by or through the Company or its internet connection.

- Company property and email may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing, or obscene nature.
- Telephones should only be used for company business. Employees should be professional and conscientious at all times when using Company phones or when using a personal phone for company business.
- Use of personal cell phones or other devices should be held to a reasonable limit. Reasonableness will be determined by management.
- Disparaging, abusive, profane, and offensive language are forbidden.
- Employees must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except with permission or as a single copy for reference only. Almost every piece of content is or could be copyrighted (a notice of copyright is not required), so employees should proceed with caution when using or reproducing materials.
- Unless necessary for work, employees should avoid sending or receiving large files, watching videos, mass-forwarding emails, or engaging in other activities that either consume large amounts of bandwidth or create electronic clutter.
- Employees may not download any programs, applications, browser extensions, or any other files without prior approval or upon request of a manager.

- Each employee is responsible for the content of all text, audio, or images they place on or send over the Company's internet and email system. Employees may not send messages in which they are not identified as the sender.
- Email is not guaranteed to be private or confidential. The Company reserves the right to examine, monitor, and regulate email messages, directories, and files, as well as internet usage.
- Internal and external email messages are considered business records and may be subject to discovery in the event of litigation.

All company-issued hardware and software, as well as the email system and Internet connection, are Company-owned. Therefore, all Company policies are in effect at all times when they are in use. Access to the internet through the Company's network is a privilege of employment that may be limited or revoked at any time.

BLOCKSPACES provides employees access to computers, monitors and other equipment on an as-needed basis, to perform their job requirements. This equipment is to be used exclusively for the business activities of BLOCKSPACES. Employees found to be using company computer equipment for personal use may be subject to appropriate disciplinary action, up to and including termination.

Employees are required to maintain their computers and related equipment in good working order. If any of your equipment needs service, repair or maintenance, notify your immediate supervisor.

Employees shall not use company systems to knowingly violate any city state or federal laws.

Computer games and personal software may not be installed on company equipment.

Company equipment shall not be used to create or store personal information or projects.

Company equipment shall not be used to store or display images depicting violence, sexually explicit material or racially offensive material.

Software installed on company computers must be properly licensed and installed at the direction of the computer systems supervisor.

Employees are not permitted to download any software (free or otherwise) without express permission from the computer systems supervisor.

SOCIAL MEDIA

The Guiding Rule

Conduct that negatively affects an employee's job performance, the job performance of fellow employees, or the Company's legitimate business interests—including its reputation and ability to make a profit—may result in disciplinary action up to and including termination.

Below are some guidelines for the use of social media. These guidelines are not intended to infringe on an employee's Section 7 rights and any adverse action taken in accordance with this policy will evaluate whether employees were engaged in protected concerted activity.

Avoiding Harassment

Employees must not use statements, photographs, video, or audio that could reasonably be viewed as malicious, obscene, threatening, or intimidating toward customers, employees, or other people or organizations affiliated with the Company. This includes, but is not limited to, posts that could contribute to a hostile work environment on the basis of race, sex, sexual orientation, disability, religion, national origin, or any other status protected by state or federal law.

Avoiding Defamation

Employees must not post anything they know or suspect to be false about the Company or anyone associated with it, including fellow employees and clients. Writing something that is untrue and ultimately harmful to any person or organization is defamation and can lead to significant financial liability for the person who makes the statement.

Confidentiality

Employees must maintain the confidentiality of Company trade secrets and confidential information. Trade secrets include, but are not limited to, information regarding the development of systems, products, and technology. Private and confidential information includes, but is not limited to, customer lists, financial data, and private personal information about other employees or clients that they have not given the employee permission to share.

Representation

Employees must not represent themselves as a spokesperson for the Company unless requested to do so by management. If the Company is a subject of the content being created—whether by an employee or third party—employees should be clear and open about the fact that they are employed with the Company but that their views do not necessarily represent those of the Company.

Accounts

Employees must not use Company email addresses to register for social media accounts unless doing so at the request of management. Employees who manage social media accounts on behalf of the Company should ensure that at least one member of management has all the login information needed to access the account in their absence.

PERSONAL PROPERTY

The Company is not liable for lost, misplaced, or stolen property. Employees should take all precautions necessary to safeguard their personal possessions. Employees should not have their personal mail sent to the Company, as it may be automatically opened, and should check with their manager before having larger items delivered to the workplace.

PARKING

All parking is at an employee's own risk. Employees and visitors should lock their vehicles and take appropriate safeguards to protect their valuables, including removing them from the vehicle if appropriate under the circumstances.

EMPLOYMENT SEPARATION

RESIGNATION

The Company requests that employees provide at least two weeks' written notice of their intent to resign. This notice should be submitted to an employee's manager. Dependent upon the circumstances, an employee may be asked to not work any or all of their notice period, in which case they will be allowed to use up to two weeks of paid time off, if available, from the time notice is given. An exit interview may be requested.

TERMINATION

All employment with the Company is "at-will." This means that either the Company or the employee can terminate the employment relationship at any time, with or without notice, and for any reason allowed by law or for no reason at all. An employee's at-will status can only be changed by written contract, signed by both the employee and the CEO.

PERSONAL POSSESSIONS AND RETURN OF COMPANY PROPERTY

All Company property, such as computer equipment, keys, tools, parking passes, or Company credit cards, must be returned immediately at the time of termination. Employees may be responsible for any lost or damaged items. When leaving, employees should ensure that they take all of their personal belongings with them.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

BLOCKSPACES

I acknowledge receipt of the Company's Employee Handbook and agree to follow the guidelines within it. I also acknowledge the following:

1. Receipt of this handbook does not create a contract of employment or in any way alter my at-will employment status; the Company or I can end the employment relationship at any time, with or without notice, and with or without cause.
2. I am not entitled to any particular sequence of disciplinary measures prior to termination.
3. With the exception of the at-will employment policy, this handbook may be modified at any time.
4. Violation of any policy in this handbook, or any policy included as an addendum, may be grounds for discipline, up to and including termination.
5. This handbook does not include every process, policy, and expectation applicable to employees, or my position specifically; I may be counseled, disciplined, or terminated for poor behavior or performance even if the behavior or performance issue is not addressed in the handbook.
6. Should any provision in this handbook be in conflict with federal, state, or local law, that provision only will be considered ineffective, while the rest of the handbook remains effective.
7. If I have questions regarding any policy in this handbook, or other expectations related to my behavior or performance, it is my responsibility to speak with my manager or Human Resources.

Signature

Printed Name

Date