



# PEAK FINANCIAL PARTNERS INC.

## EMPLOYEE HANDBOOK

February 2013

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Notice of Proprietary Information

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*This Employee Handbook is the property of Peak Financial Partners Inc. The information contained herein is proprietary and may not be copied or reproduced without the express written permission of the Company. This Handbook has been prepared for the express use of personnel employed by Peak Financial Partners Inc. Accordingly, all employees must return their Handbook to the Company prior to their last day of employment.*

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## **NOTICE TO EMPLOYEES WHO SPEAK A NATIVE LANGUAGE OTHER THAN ENGLISH**

Peak Financial Partners Inc. wants all employees to understand and comply with the policies in this Employee Handbook. Employees who have difficulty understanding this Handbook due to difficulty reading or understanding English should contact Human Resources. The Company will provide assistance to help employees understand the policies and what is expected of employees. If employees do not request assistance, the Company will assume they fully understand this Employee Handbook.

### **TRANSLATION DISCLAIMER**

In the event the Company translated any policies in this Employee Handbook into another language for the convenience of employees who speak a native language other than English, it must be understood that if any real, perceived, or actual conflict is found to exist between the translation and the English version, the English version will always control and is the correct standard.

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## COMPANY INFORMATION

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### INTRODUCTION

#### **Welcome!**

On behalf of your colleagues, we welcome you to the Peak Financial Partners Inc. (herein referred to as “PFP” or the “Company”) and wish you every success here.

We believe that each staff member contributes directly to Peak Financial Partners Inc.’s growth and success, and we hope you will take pride in being a member of our team.

The purpose of this Employee Handbook is to help employees become acquainted with Peak Financial Partners Inc., our policies, employee benefits, operating procedures, and to explain the responsibilities of our employees. It supersedes and replaces any and all previously issued policies, procedures and handbook(s). It summarizes the programs and key policies currently in effect at Peak Financial Partners Inc.

This Handbook does not cover every aspect of employment with Peak Financial Partners Inc., and is not intended to provide details of all policies, practices and procedures. Consequently, the contents of this Handbook may be amended at any time by Peak Financial Partners Inc., at its sole discretion. With the exception of the at-will policy, which may only be altered in a writing signed by the Partners, the Company retains the right to change, modify, add, suspend, interpret or discontinue any of the policies, procedures, practices, work rules or benefits stated in this Handbook. Any change to this Handbook will be communicated through a memo or Handbook update.

Many of the guidelines and benefits contained in this Handbook have been summarized from policy statements, insurance contracts, and legal plan documents. Should there be a difference between the contents of this Handbook and the contents of any current plan document, summary plan description, policy or contract, the current plan document or contract will prevail. When questions arise that are not answered in this Handbook, please contact Human Resources for assistance.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

*Elí Tene*

*Gil Priel*



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## **CONTRACT DISCLAIMER**

This Employee Handbook is not a contract. Accordingly, it should not be interpreted to create any express or implied contractual rights between Peak Financial Partners Inc. and any employee. It is expressly stated, and should be understood by all employees, that the contents of this Handbook do not constitute the terms of a contract of employment, and do not create any promise or assurance of continued employment in the future. Employment with the Company is at-will. This means the employment relationship may be terminated at any time, either by the employee or the Company, with or without notice or cause. Any verbal or written representations to the contrary are invalid and should not be relied upon by current or prospective employees. Only the Partners have authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing.

## **COMPANY BACKGROUND**

Peak Financial Partners Inc., through its principles, has been in the financial services sector and real estate investment since 1972. Peak Financial Partners, Inc. has also focused recently in the field of venture capital and short term financing utilizing its expertise in debt restructuring of real estate assets.

Peak Financial Partners, Inc. has a long history of participating in the Western states' marketplace, with an emphasis on residential, commercial and multi-family notes and loans as well as numerous added value rehab ventures. The Company's primary area of interest is in purchasing existing non-performing loans where our expertise will bring added value as a qualified lender with creative collection capabilities.

Peak Financial Partners, Inc. has become a player in the acquisition of Portfolio loan pools as well as individual notes, with an emphasis in non-performing areas.

Over the last ten years Peak Financial Partners, Inc. has expanded from the local market into other areas. Some areas Peak Financial Partners, Inc. focuses on include Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, and Washington.

Peak Financial Partners Inc. office location is in Woodland Hills, CA.

## **CLIENT RELATIONS**

Clients are among our organization's most valuable assets. Peak Financial Partners Inc. is proud to have earned its reputation for outstanding client service within our industry. Every staff member represents Peak Financial Partners Inc. to our clients and the public. The way we do our jobs present an image of our entire organization. Clients judge all of us by how they are treated with each staff member contact. Therefore, one of our first business priorities is to assist any client or potential client. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to clients.

Clients who wish to log comments or complaints should be directed to Management for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send to clients are a reflection not only of ourselves, but also of the professionalism of Peak Financial Partners Inc. Positive client relations not only enhance the

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public's perception or image of Peak Financial Partners Inc., but also pay off in greater client loyalty and increased sales and profits.



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## EMPLOYMENT

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### EQUAL EMPLOYMENT OPPORTUNITY

Peak Financial Partners Inc. is an equal opportunity employer and strives to comply with all applicable laws prohibiting discrimination in the workplace. Company policy prohibits unlawful discrimination based on race, color, age (over 40), gender identity/expression, sexual orientation, national origin or ancestry, citizenship, religion (including but not limited to religious dress and grooming practices), marital status, military service/veteran status, sex (including but not limited to pregnancy, childbirth, breastfeeding and related conditions), physical or mental disability, medical condition, including genetic information, or any other category protected by federal, state, or local law. It also includes the perception that anyone may have any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, leaves of absence, discipline, layoff, recall, termination and other terms and conditions of employment.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or employee with a disability who requires an accommodation in order to apply for a job at the Company or perform the essential functions of the job should contact his/her manager or Human Resources and request an accommodation. The Company will engage in an interactive dialogue with the applicant or employee in an effort to determine whether reasonable accommodations that will not result in undue hardship to the Company can be made.

Employees with questions or concerns about unlawful discrimination in the workplace should bring these issues to the attention of his/her manager, Human Resources, or any member of management, including the Partners of the Company. Detailed reports--including names, descriptions, and actual events or statements made--will greatly enhance the Company's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, the Company will conduct an investigation.

Employees can raise concerns, report problems, or make complaints without fear of reprisal. Any supervisor or employee who retaliates against those involved will be disciplined, up to and including discharge from employment.

Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including discharge. The Company will also evaluate whether other employment practices should be added or modified in order to deter and/or prevent that conduct in the future. The Company will inform those involved of the action(s) taken to resolve and remedy the situation.



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## **MUTUAL/BILATERAL ARBITRATION OF DISPUTES**

Alternative Dispute Resolution is an effective and efficient method of resolving differences between the Company and employees out of court in the hope of avoiding the prolonged and often expensive process of traditional litigation.

The Company promotes a system of alternative dispute resolution that involves mutual, bilateral, binding arbitration, to resolve all disputes that may relate to or arise out of the employment relationship or the cessation of employment. Binding arbitration can provide mutual benefits to both the employee and the Company including reduced expense, increased efficiency, and increased privacy. The arbitration procedure is more fully described in the "Comprehensive Agreement, Employment At-Will and Mutual/Bilateral Arbitration," provided under separate cover

## **DISABILITY ACCOMMODATION**

Peak Financial Partners Inc. will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship to the Company would result.

An applicant or employee who requires accommodation in order to perform the essential functions of the job should inform the Company and request such an accommodation. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. If such accommodation is possible and will not impose an undue hardship on the Company, Peak Financial Partners Inc. will make the accommodation. Contact Human Resources for further information.

## **UNLAWFUL HARASSMENT INCLUDING SEXUAL HARASSMENT**

Peak Financial Partners Inc. is committed to maintaining a work environment free from intimidation and harassment. In keeping with this commitment, the Company prohibits unlawful harassment of employees and independent contractors, whether by supervisory or non-supervisory employees, clients, suppliers, vendors, and third parties under our control, if any.

In accordance with applicable law, the Company prohibits unlawful harassment based on race, color, age (over 40), gender identity/expression, sexual orientation, national origin or ancestry, citizenship, religion (including but not limited to religious dress and grooming practices), marital status, military service/veteran status, sex (including but not limited to pregnancy, childbirth, breastfeeding and related conditions), physical or mental disability, medical condition, including genetic information, or any other category protected by federal, state, or local law. It also prohibits unlawful 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. Any such harassment is prohibited.



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## Sexual Harassment Defined

Sexual harassment is one specifically prohibited type of harassment. Applicable state and federal law defines sexual harassment as unwelcome or unwanted sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct of a sexual nature when:

- Submission to the conduct is an explicit or implicit term or condition of employment.
- Submission to, or rejection of, the conduct is used as the basis for an employment decision.
- The conduct had the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

This definition includes many forms of offensive behavior. The following is a partial list of some types of unlawful harassment:

- Verbal Conduct such as epithets, derogatory comments, slurs, comments about an individual's body or dress, dirty jokes, persistent request for dates, or unwanted sexual advances, invitations, or comments.
- Visual Conduct such as leering, making sexual gestures, derogatory cartoons, pictures, photographs, text messages, emails, drawings, or gestures.
- Physical Conduct such as assault, blocking normal movement, or interference with work directed at an individual because of his or her sex or other protected basis.
- Threats and demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for having reported or threatening to report harassment.
- Widespread sexual favoritism.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor, or harassment by persons doing business with or for the Company.

## Other Types of Harassment

Prohibited harassment on the basis of race, color, religion (including, but not limited to, religious dress and grooming practices), age (over 40), national origin, ancestry, citizenship, physical or mental disability, veteran or military status, marital status, medical condition, pregnancy, gender identity, gender expression, sexual orientation, genetic information, or any other protected basis, includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, offensive remarks, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;



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- Physical conduct such as assault, unwanted touching, blocking normal movement, threats, intimidation or other menacing behavior; and
  - Retaliation for reporting harassment or threatening to report harassment.

### Complaint Procedures

The Company's complaint procedure includes the immediate, thorough, and objective investigation of any claim of possible unlawful or prohibited harassment, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the employee has not lost a job or some economic benefit.

All employees are responsible for helping to ensure a workplace free of harassment. If an employee feels he/she has been subjected to any form of harassment, the employee should tell the person engaging in the harassing and/or discriminating conduct that it is unwelcome, offensive, and should stop at once. Also, an employee who has experienced or witnessed harassment should immediately report the situation to his/her supervisor, any member of management, or to Human Resources. Your report should be as detailed as possible, including names of individuals involved, witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

Any supervisor or manager who becomes aware of alleged incidents of harassment is to immediately report such incidents or report such incidents to Human Resources or to one of the Principals of PFP. Peak Financial Partners Inc. prohibits retaliation against any employee for reporting a problem, filing a complaint, bringing inappropriate conduct to the Company's attention, or participating in an investigation or proceeding. The Company will not knowingly permit retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. The Company will immediately undertake or direct an effective, thorough, and objective investigation of the allegations. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser(s).

If Peak Financial Partners Inc. determines that harassment occurred, the Company will take appropriate remedial corrective action based on the circumstances, up to and including discharge. Action will also be taken to deter any future harassment. An employee who makes a false report of harassment may be subject to discipline as well, up to and including discharge.

Peak Financial Partners Inc. does not consider conduct in violation of the Company's harassment policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against an employee for conduct in violation of this policy.

Co-workers may be held personally responsible for sexual harassment, meaning their personal assets are at risk. Any employee may be personally liable if he or she engages in sexual harassment. This is true regardless of whether the employer knows or should have known of the contact and fails to take immediate and appropriate remedial/corrective action.



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Any supervisor or manager who knew about harassment and took no action to stop it or failed to report the harassment may be subject to discipline, up to and including discharge.

#### Additional Enforcement Information

In addition to the Company's internal complaint procedure, the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe they have been unlawfully harassed may file a complaint with either of these agencies.

Employees should contact Human Resources directly with any questions or for more information. You may also contact the nearest office of the EEOC or DFEH, as listed in the telephone directory or on the internet.

No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the EEOC or DFEH with respect to discrimination or harassment.

### **IMMIGRATION LAW COMPLIANCE**

The Company is committed to complying with federal immigration laws. As a condition of employment, Peak Financial Partners Inc. is required to verify the identity and legal authority to work in the United States of all persons working for the Company. Each new employee must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility within the first three (3) days of employment. If appropriate documentation is not received within this time, the employment relationship may be terminated.

If an employee has provided right to work documentation that has an expiration date, updated documentation must be given to the Company before the expiration date.

All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

### **EMPLOYMENT-AT-WILL**

Employment at Peak Financial Partners Inc. may be terminated for any reason or no reason, with or without cause or notice, at any time by the employee or the Company. Nothing in this Employee Handbook or in any oral or written statement shall limit the right to terminate employment at will. No supervisor or employee of the Company shall have any authority to enter into an employment agreement--express or implied--with any employee providing for employment other than at will. This policy of at-will employment may not be changed, except by the Partners in writing.

This policy of at-will employment is the sole and entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, all other terms and conditions of employment with the Company may be modified at the sole discretion of the Company, with or without cause or



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notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; termination; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that the Company may determine necessary for the safe, efficient, and economic operation of its business.

## **JOB DUTIES**

The Company provides each employee with a written job description. The job description states the essential functions of the employee's job, as well as the physical, work experience and education requirements for the job. The job description specifies positions which report to the employee (if any), and positions to which the employee reports.

A manager will review these with you. If you do not believe your job description accurately reflects your day-to-day job duties, please bring this to the attention of Human Resources.

An employee's job responsibilities may change at any time during employment. From time to time, an employee may be asked to work on special projects or to assist with other work if necessary or important to the operation of the department or Peak Financial Partners Inc. or affiliate companies. Cooperation and assistance in performing such additional work is expected.

Peak Financial Partners 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. Employees are encouraged to ask their manager or Human Resources any questions to become better informed about their job responsibilities and Peak Financial Partners Inc.

Work hours may be subject to change at any time during employment. Employees are expected to cooperate and perform additional work or work a different schedule as requested.

## **CATEGORIES OF EMPLOYMENT**

Peak Financial Partners Inc. has established various categories of employment to meet its operating needs. A change in an employee's classification is effective only if made in writing by the Company. All employees are to be classified into one of the following categories:

- Regular Full-Time: These employees are hired for regular, continuous service and are normally scheduled to work 40 hours per week. The Company does not guarantee regular full-time employment of 40 hours or the actual number of hours to be worked for any given workweek. Full-time employees are eligible for all Company-sponsored benefits.



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- Regular Part-Time: These employees are hired for regular, continuous service and are normally scheduled to work less than 40 hours per week. The Company does not guarantee the actual number of hours scheduled to be worked for any given workweek. Part-time employees may be eligible for some Company-sponsored benefits.
  - Temporary: These employees are hired on an “as needed” basis for a limited duration or for a specific project or projects and may be normally scheduled to work up to 40 hours per week. Generally, these assignments do not last longer than three months, but may be extended to a maximum of six months. Regardless of hours worked, temporary employees are not eligible for employee benefits except as required by law. A temporary employee does not automatically change from temp status to any other employment status simply by working longer than the agreed upon period. This status changes only when notice is received in writing and approved by Human Resources.

## **INTRODUCTORY PERIOD**

The Introductory Period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and determine whether the new position meets their expectations. The Company uses this period to evaluate employee capabilities, work habits, and overall performance.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. The Company may extend the duration of the Introductory Period if, in its sole and absolute discretion, it determines that such an extension is appropriate.

Upon satisfactory completion of the Introductory Period, employees enter the "regular" employment classification. Completion of the Introductory Period does not guarantee continued or long-term employment. Unless otherwise stated in writing by the Partners, both the employee and the Company are free to end the employment relationship at will, with or without notice or cause, at any time during or after the Introductory Period.

Certain benefits are not available during the Introductory Period or any extended Introductory Period, except where required by law and subject to the terms, conditions and limitations of each benefit program.

## **OVERTIME EXEMPTION STATUS**

Based upon an employee's job duties and responsibilities, each employee is classified as either “exempt” or “non-exempt” for determining an employee's right to overtime wages. These two terms refer to whether or not an employee is exempt from the overtime provisions of applicable state and federal laws.

### Exempt Status

Employees whose positions meet the necessary legal requirements are classified as “exempt.” Employees who are exempt from state and federal overtime provisions do not receive overtime pay, even though they may work in excess of eight hours in a workday or more than 40 hours in a week. Exempt employees are generally paid on a salary basis. Exempt



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employees will receive their salary for any week in which they perform work, subject to the exceptions permitted by law.

### Non-Exempt Status

Employees whose positions do not meet the legal requirements necessary for exemption from applicable overtime laws are classified as “non-exempt.” Non-exempt employees will be paid overtime for each hour of daily or weekly overtime they work. Federal and state wage and hour laws govern the overtime rates. Non-exempt employees will be paid an hourly basis.

Any questions regarding exempt or non-exempt status should be directed to Human Resources.

### **JOB POSTING**

When practical, job openings will be posted on the Company intranet. Employees who wish to be considered for posted jobs should submit a written request to Human Resources.

In the selection process, the Company will consider a number of factors, including the employee’s applicable skills, knowledge and education, performance and conduct record, time in current position, length of service, and other factors deemed relevant by the Company.

Job assignments, promotions, pay increases, and similar decisions are solely within the discretion of the Company.

### **EMPLOYEE FILES**

The Company maintains files of current and former employees and restricts access and disclosure of employee files only to authorized individuals.

You have a right to inspect or receive a copy of the personnel records Peak Financial Partners Inc. maintains relating to your performance or any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to Human Resources. You can obtain a form for making such a written request from Human Resources.

You may designate a representative to conduct the inspection of the record 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. Peak Financial Partners Inc. may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or 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 Peak Financial Partners Inc. receives your written request to inspect or copy your personnel records (unless you/your representative and the Company mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).



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

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, Peak Financial Partners Inc. will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

## **EMPLOYEE INFORMATION**

It is important that employees promptly notify the Company of any change in their personal information, including:

- Name
- Home and/or Mailing Address
- Telephone Numbers
- Number, Names, and Status of Dependents
- Emergency Contact Information
- Educational Accomplishments
- Marital Status
- Payroll Deductions
- Benefit Plan Beneficiary

Home/ mailing addresses, telephone numbers, number and names of dependents, emergency contact information, educational accomplishments, and similar employee information should be accurate and current at all times. In the event any personal information changes, employees must notify Human Resources immediately.

## **EMPLOYMENT VERIFICATIONS**

All employment verification requests must be submitted in writing and forwarded directly to Human Resources. PFP reserves the right to take up to five business days to respond to inquiries regarding current employees and up to 10 business days for former employees. Responses by the Company to such requests will be restricted to dates of employment and the last or current job title held by an employee. Requests for salary and any other additional information must be made in writing and accompanied by the employee's signed authorization to release this information.

## **EMPLOYMENT OF RELATIVES**

Applicants for job openings at the Company may be relatives of present employees. Although relatives will not be given preferential treatment, they will be considered when they apply for job openings. However, consideration will not be limited solely to a relative, but will include all applicants. Should a relative be hired, the new employee will not be employed in a department or work group that already employs a relative. Additionally, relatives will not be employed in a direct reporting or supervising relationship with one another.



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A relative is defined as any person related to an employee by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. The policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

In cases where a conflict or the potential for conflict arises, even if there is no managerial relationship involved, the parties may be separated by reassignment or terminated from employment at the sole discretion of the Company. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or discharged. If that decision is not made within 30 calendar days, management will decide.

Any personal or intimate relationship among employees is permitted only if welcome and must not be made a condition of employment. Any such relationship must not offend or adversely affect other employees nor interfere with any employee's job duties (including the people involved) or result in inappropriate favoritism. If PFP learns of a personal or intimate relationship, the Company may remind the people involved of this policy, and ask both parties to confirm in writing that the relationship is welcome and will be managed to comply with these policies, or take other appropriate action if anyone is not able to truthfully provide this confirmation. If there is concern about sexual or other harassment, whether arising from the relationship or otherwise, the Company will promptly investigate and act accordingly.

## **OUTSIDE EMPLOYMENT**

Peak Financial Partners Inc. prefers that employees do not accept employment outside of the Company. The Company is not only concerned with a possible conflict of interest, but also the potential effects on the employee's job performance and ability to meet job expectations.

Employees may engage in work outside their regular work schedule at the Company, provided this work does not detract from their job performance or is not harmful to the Company's best interests, and does not present a conflict of interest with their employment at Peak Financial Partners Inc.

Any outside employment or business activity must be considered secondary to employment with Peak Financial Partners Inc. and outside employment or business activity that creates a conflict of interest is prohibited. Employees cannot work for a competitor of Peak Financial Partners Inc. during their employment, nor can they work on their own if it competes in any way with the sales of products or services the Company provides our clients.

Employees must discuss any outside work or business activities with one of the Principals prior to undertaking such activities to ensure a conflict of interest will not arise. The Company's Workers' Compensation Insurance will not pay for illness or injury arising from any outside employment or outside business activity.

Employees who are unable to maintain acceptable performance standards while engaged in any outside employment or business activity may be subject to corrective action, up to and including discharge.



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## **ELIGIBILITY FOR RE-HIRE**

Former employees who resign from their employment with Peak Financial Partners Inc. may be eligible for rehire. Consideration will be given to factors including prior work experience, work record while employed at Peak Financial Partners Inc., and circumstances involving the prior separation from the Company.

Human Resources must review each candidate before a final determination is made with respect to rehiring any former employee. Under normal circumstances, employees will not be eligible for rehire more than one time.

Employees who become re-employed are considered to be a new employee and are subject to all related policies and procedures.

Employees who have been discharged due to workplace conduct violations are not eligible for rehire and should not reapply with Peak Financial Partners Inc. If an employee who has been discharged or forced to resign submits an employment application, he/she will not be eligible for rehire.

## **BUSINESS ETHICS AND CONDUCT**

The successful business operation and reputation of Peak Financial Partners Inc. is built upon the principles of fair dealing and ethical conduct of our staff members. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Peak Financial Partners Inc. is dependent upon our clients' trust, and we are dedicated to preserving that trust. Staff members owe a duty to Peak Financial Partners Inc., and its clients to act in a way that will merit the continued trust and confidence of the public.

Peak Financial Partners Inc. will comply with all applicable laws and regulations and expects its directors, officers, and staff members to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, the Principals of Peak Financial Partners Inc. Compliance with this policy of business ethics and conduct is the responsibility of every company staff member. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination.

## **CONFLICTS OF INTEREST**

Employees must avoid any conflict of interest during employment with the Company. In general, a conflict of interest describes any situation in which the employee's own interest may influence the way he/she handles Company business. This includes the use of an employee's position or relationship with Peak Financial Partners Inc. for personal profit or advantage,



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either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of the Company must be discussed with the Principals in order to protect the employee and Peak Financial Partners Inc.

Employees must not engage in any conduct that would create an actual or potential conflict of interest or create the appearance of such a conflict. While it is not possible to list every circumstance that may create a potential conflict of interest, the following should serve as a guide to the types of activities that may cause such a conflict:

- Having a direct or indirect financial or ownership interest in an outside concern that does business with or is a competitor of Peak Financial Partners Inc. (except where such financial or ownership interest consists of securities of a publicly owned corporation regularly traded on a public stock exchange).
- Providing managerial, consulting or other services to any outside entity that does business with, renders any services to, or is a competitor of Peak Financial Partners Inc., except with the knowledge and written consent of the Partners of Peak Financial Partners Inc.
- Soliciting business for any individual or another entity, redirecting business away from Peak Financial Partners Inc., soliciting existing clients away from Peak Financial Partners Inc., or interfering with any Peak Financial Partners Inc. contractual relations or business dealings.
- Accepting gifts, loans, excessive entertainment, kickbacks, or other substantial favors from any outside concern, which does or is seeking to do business with or is a competitor of Peak Financial Partners Inc.
- Representing Peak Financial Partners Inc. in any transaction in which there may be or is a conflict of interest.
- Disclosing or using confidential information relating to Peak Financial Partners Inc. for personal profit, advantage, or any other reason.
- Accepting outside employment or work, directly or through an intermediary, which can or will adversely affect an employee's productivity or availability for a position with Peak Financial Partners Inc.

This list is not intended to be used as a substitute for good judgment. Should an employee become involved in a situation that may possibly give rise to a conflict of interest, immediate disclosure must be made to Human Resources in order to protect the interests of both the Company and employee.

## **CONFIDENTIALITY**

All employees must treat any information relating to the business of Peak Financial Partners Inc. and any of its activities, projects, client or customer identities as confidential, and not divulge any of this information to outside parties, including family and friends, without the prior written consent of the Partners of Peak Financial Partners Inc. All such information must be kept completely confidential during, and subsequent to, employment with Peak Financial Partners Inc. The following examples are intended to serve as examples of such confidential information and material:



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- Matters of a business nature such as information about trade secrets or proprietary information including, but not limited to, business plans, projects or proposals, disbursements, costs, delivery volumes, contracts and forms, financial statements, pricing, profits, markets, client lists, all data regarding clients, mailing lists, rolodexes, designs, drawings, models, plans, plans for future expansion or business development, or any other writings or drawings that may contain proprietary information.
  - Matters of a non-public, technical nature such as manner of operations, processes, Company reports, computer programs, software and supporting documentation, security codes, training programs, procedure manuals, and related methods or technologies.
  - Confidential data about employees, including employee pay rates, performance evaluations, and contact information.
  - Information pertaining to any services or products and the results of all such services or products provided to the Company's clients.
  - Any information, which if disclosed, could adversely affect Peak Financial Partners Inc.'s businesses.

Confidential information may not be removed from Company premises without express written permission from the Company. All the above confidential information is considered trade secrets of PFP. This information is valuable and important to the Company partly due to its secrecy. PFP has thus taken steps to keep it confidential. These steps also include requiring employees to keep it confidential.

Confidential information obtained during or through employment with PFP must be used only to benefit PFP. This information must not be used by any employee to further current or future outside employment or activities or to obtain personal gain or profit. PFP reserves the right to all legal and equitable remedies to prevent impermissible use of confidential information and to recover damages for impermissible use.

Violation of the Company's confidentiality policy may lead to corrective discipline, up to and including termination.

Upon separation of employment, or at any time upon the Company's request, employees must deliver to the Company any and all copies of confidential information or other Company property.

## **SEPARATION OF EMPLOYMENT**

Employment with Peak Financial Partners Inc. is at-will and may be terminated by an employee or the Company at any time, with or without cause or advance notice. The at-will nature of employment cannot be changed, waived or modified except in a writing signed by the employee and the Partners of Peak Financial Partners Inc. Separation of employment may be either voluntary or involuntary and may be initiated either by the employee or the Company.



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### Voluntary Separation

When an employee resigns, the separation is considered voluntary. Employees are requested to give advance written notice, including all of the reasons for the resignation, to their direct supervisor. Generally, at least two weeks' notice is requested. However, the Company reserves the right to advance your separation date, and may pay you through the notice period. This does not alter the nature of the voluntary separation.

### Job Abandonment

An employee who has been absent for three consecutive workdays without an excuse and/or notification to his/her manager will be considered to have abandoned his/her job and voluntarily terminated his/her employment without notice. The last day worked will be the date of separation.

### Involuntary Separation/Discharge

An involuntary separation/discharge is one that is initiated by the Company for any reason other than a reduction in force.

### Layoff

A layoff is an involuntary termination that is initiated by the Company as a result of reorganization, position elimination, or lack of work or funds.

### Exit Interviews

Exit interviews normally will be conducted for all separating employees, unless circumstances prevent it. Exit interviews allow employees to communicate their views on working at the Company as well as the job requirements, operations, and training needs of the position. At the time of the interview, employees will be requested to return all Company property issued during employment.

### Final Pay

All accrued vested benefits that are due and payable will be paid upon separation of employment. The employee's final pay will be available on the last day of employment or 72 hours after notice from the employee, whichever is later.

### Return of Company Property

It is the responsibility of any separating employee to return all property issued by the Company to him/her at any time during employment that has not previously been returned to the Company. All such property, including any keys, parking cards, laptop computers, cell phones, pagers, manuals, documents, and other items the employee may have in his/her possession, must be returned on or before the last day of work.



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## BENEFITS

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### GENERAL INFORMATION

This section of the Handbook is intended to provide a general overview of the benefits currently available to eligible employees of the Company. State and/or federal law governs some of these benefits, while others are determined by the Company or governed by a benefit provider. Should there be a discrepancy between the contents of this Handbook and a provision of an applicable law, benefit plan or contract, the law, plan document, or contract will prevail.

All employees should receive information regarding benefit plans during their Introductory Period. This information includes a Summary Plan Descriptions (SPD), which provides an overview of benefit plan information related to eligibility, enrollment, coverage and costs. SPD's are summary documents only. Detailed benefit descriptions are available from the insurance carriers. Employees with questions regarding benefit matters should contact Human Resources.

The Company reserves the right to change, suspend or eliminate any benefit at its sole discretion. Employees will be notified of any changes in employee benefit programs.

#### Eligibility

Regular employees normally scheduled to work at least thirty-two (32) hours per week are eligible to enroll in the Company's group benefit plans as of the first of the month following successful completion of three (3) consecutive months of employment. All other employees are not eligible for coverage under any of the Company's group insurance plans.

#### Insurance Enrollment

Human Resources will provide all new hires and newly eligible employees with an enrollment packet, including enrollment forms. Employees must enroll themselves and their eligible dependents in the group insurance program by completing the required enrollment forms and returning them to Human Resources in a timely manner. Failure to enroll within the first 30 days of eligibility will result in the inability to enroll for coverage until the next "open enrollment" period conducted once each calendar year. The only exception is when an employee experiences a qualifying life event, as determined by the group plan and IRS regulations. Employees who experience a qualifying life event during the year must contact Human Resources to make a benefit election or change within 30 days of the qualifying event date. For further details, employees should review the SPD, benefit plan booklets, or contact Human Resources.

Peak Financial Partners Inc. currently offers the following group benefits to eligible employees:

- Medical
- Dental
- Vision
- Life
- Accidental Death and Dismemberment (AD&D)

Qualified dependents of enrolled employees may also enroll in the group insurance plans selected by the employee. For details regarding these insurance plans, together with a



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schedule of specific benefits provided by each plan, employees should refer to the plan booklets and the SPDs provided to each employee.

### Premium Payments

Depending on the type of coverage selected, the monthly insurance premiums for eligible employees may be partially paid by Peak Financial Partners Inc. Employees must pay the monthly insurance premiums for any voluntary insurance coverage they elect for themselves, and/or their dependents, through regular payroll deductions.

### Certificate of Coverage

Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA), the Company or the benefit provider will provide a certificate of prior insurance coverage whenever an employee loses coverage or when COBRA coverage begins; when COBRA coverage ends; or upon request by an employee within 24 months after coverage ends under the Company's health insurance plan.

For additional information on group insurance coverage, contact Human Resources.

## **SECTION 125 PLANS**

Peak Financial Partners Inc. offers its group insurance program under a Section 125 tax reduction plan. Section 125 plans allow employees to pay group insurance coverage on a pre-tax basis, thus reducing taxable income. All employee deductions for plans elected under our Section 125 plan will be on a pre-tax basis unless an employee elects otherwise.

## **CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)**

COBRA (the Consolidated Omnibus Budget Reconciliation Act) is a federal law that requires most employers sponsoring group health plans to offer covered employees and qualified beneficiaries the opportunity for a temporary extension of health coverage (called "continuation coverage") in certain instances where coverage under the plan would otherwise end. This extension of coverage is offered at group rates plus an administrative fee, and is fully paid by the employee or beneficiary at their own expense.

Employees and dependents covered by the Company's health insurance plan may have the right to choose continuation coverage if they lose group health coverage for certain reasons. These may include termination of employment, reduction in hours or leave of absence, death, divorce or legal separation of an employee, the employee's entitlement to Medicare, or a dependent child no longer meeting eligibility requirements. In order to ensure rights to benefit continuation, it is the employee's responsibility to notify the Company in writing within 60 days of certain qualifying events. Questions concerning COBRA qualifying events and eligibility requirements should be addressed to Human Resources.



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## 401(k) PROFIT SHARING PLAN

Regular, full-time employees are eligible to enroll in the Company's 401(k) Profit Sharing Plan on the Plan's enrollment date following satisfactory completion of twelve (12) consecutive months of employment with Peak Financial Partners Inc.

Eligible employees may contribute a percentage of their annual pay to the Plan for each 12-month consecutive period in which they have been employed with the Company. The Company may issue a discretionary match depending on the profit of the Company. Vesting is determined by the number of years that an employee is in the Plan. Employees make their contributions through regular payroll deductions.

Additional information concerning this Plan, enrollment procedures and investment options can be obtained from Human Resources.

## WORKERS' COMPENSATION INSURANCE

All employees are covered by Workers' Compensation Insurance, effective the first day of employment. Workers' Compensation Insurance provides employees and/or their beneficiaries with certain benefits in the event of job-related illness, injury or accidental death. The Company pays the full cost of this insurance. If employees sustain a job-related illness or injury, they must report the illness or injury to their manager and to Human Resources at the time it occurs. Failure to do so could result in a delay of benefits by the insurance carrier.

Neither PFP nor the insurance carrier will be liable for payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social or athletic activity.

Any payments for lost wages or salary due to a compensable job-related illness or injury, medical treatment beyond first-aid, and any other benefits will be made by the Workers' Compensation Insurance carrier as required by law. Workers' Compensation Insurance payments are coordinated with any paid sick leave or vacation taken as part of a medical or disability leave of absence. Contact Human Resources for more information about Workers' Compensation Insurance benefits.

### Workers' Compensation in Coordination with FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act and the California Family Rights Act) will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a rolling 12-month period.

### Workers' Compensation Fraud

Employees and former employees may be encouraged by outside persons, including attorneys or other professionals, to file fraudulent Workers' Compensation claims. California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Violation of this law is punishable by imprisonment of up to five years, a fine of up to \$150,000, or both. Filing a false or fraudulent Workers' Compensation claim is also a violation of Company policy, and will result in corrective action, up to and including discharge.



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The Company's policy is to investigate all questionable Workers' Compensation claims and to refer them to the Bureau of Fraudulent Claims.

## HOLIDAYS

Regular full-time and part-time employees are eligible for holiday pay after successful completion of the 90-day Introductory Period. To be eligible for holiday pay, employees must work their regularly scheduled workday before and after the holiday is observed by the Company, unless the absence was approved in advance or excused by their manager. Eligible employees may also receive holiday pay when on an approved vacation during which time the Company observes a holiday.

Employees who are on an unpaid leave of absence as of the date the Company observes a holiday are not eligible for holiday pay. Temporary employees are not eligible for paid holiday benefits.

Eligible employees are provided with the following paid holidays each year:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday – close at 3:00 pm
- Memorial Day
- Independence Day
- Labor Day
- Day before Thanksgiving – close at 3:00 pm
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve - close at 1:00 pm
- Christmas Day
- New Year's Eve - close at 1:00 pm

Holidays that fall on Saturday will generally be observed the preceding Friday, and holidays that fall on Sunday will generally be observed the following Monday. The Company may eliminate or change holidays, or designate additional holidays at its discretion.

When a non-exempt employee has been authorized or is required by his/her manager to work on a holiday observed by the Company, the employee will receive holiday pay plus his/her regular rate of pay for the hours actually worked on the holiday.

Eligible exempt employees receive their regular salary on holidays observed by the Company. Holiday pay for eligible non-exempt employees will be calculated based on the employee's straight time hourly rate (as of the holiday date) times the number of hours typically scheduled to work that day.

Holiday benefit hours that are paid but not worked are not considered hours worked for purposes of overtime pay eligibility. Employees on leave of absence are not eligible for holiday benefits for holidays during the period of the leave of absence.



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## Religious Holiday Accommodation

In order to reasonably accommodate the religious needs of employees, time off for religious observances that are not scheduled paid holidays observed by the Company may be taken, without pay, under the following conditions:

- Employees must give reasonable advance notice to their manager in order for another employee to be assigned, if required, to the work being performed by the employee requesting the time off. The Company considers reasonable notice to be a minimum of 14 consecutive calendar days.
- Each regularly scheduled workday that is requested as a religious observance holiday will require individual review and prior approval by the employee's manager.

At the employee's option, accrued unused vacation, if available, may be taken for religious holiday absences.

## **VACATION**

Peak Financial Partners Inc. offers paid vacation benefits that may also be used for personal time off due to personal appointments, family matters, school activities, religious observances, personal obligations, and rest and relaxation.

Employees are strictly prohibited from performing any work while on vacation. This rule prohibits employees, including exempt employees, from performing work of any kind when taking vacation time. This includes checking email or voice mail.

### Eligibility

Eligible, regular full-time employees and part-time employees who work at least 20 hours per week begin accruing vacation benefits after successful completion of the Introductory Period to their anniversary date of each succeeding year based upon length of continuous service with the Company. Paid vacation accrues according to the schedules below.

Employees are not eligible to take paid vacation until it is earned. Based on the length of continuous service, the following vacation accrual schedule applies to **regular full-time employees** who are regularly scheduled to work **at least 40 hours per week**:

Length of Service (From Original Hire Date)	Vacation Hours Accrued Per Semi-Monthly Pay Period	Vacation Hours Accrued Per Benefit Year
0 – 90 days	0	0
91 days – 1 year	3.56 hours	64 hours
Year 2	3.33 hours	80 hours
Years 3-9	5.00 hours	120 hours
Years 10+	6.67 hours	160 hours



Based on the length of continuous service, the following vacation accrual schedule applies to **regular part-time employees** who are regularly scheduled to work **between 30-39 hours per week**:

Length of Service (From Original Hire Date)	Vacation Hours Accrued Per Semi-Monthly Pay Period	Vacation Hours Accrued Per Benefit Year
0 – 90 days	0	0
91 days – 1 year	2.67 hours	48 hours
Year 2	2.5 hours	60 hours
Years 3-9	3.75 hours	90 hours
Years 10+	5 hours	120 hours

Based on the length of continuous service, the following vacation accrual schedule applies to **regular part-time employees** who are regularly scheduled to work **between 20-29 hours per week**:

Length of Service (From Original Hire Date)	Vacation Hours Accrued Per Semi-Monthly Pay Period	Vacation Hours Accrued Per Benefit Year
0 – 90 days	0	0
91 days – 1 year	1.77 hours	32 hours
Year 2	1.67 hours	40 hours
Years 3-9	2.5 hours	60 hours
Years 10+	3.34 hours	80 hours

Some key employees may have different vacation benefits.

#### Holidays During Vacation

If a Company-observed holiday occurs during a scheduled vacation and employees are otherwise eligible for holiday pay, such employees will be paid for the holiday rather than a vacation day and will be expected to return to work on the date originally authorized by their manager.

#### Scheduling a Vacation

Vacation requests are to be submitted for approval, in writing, to the employee's supervisor at least two weeks in advance of the desired vacation time in order to determine staffing requirements and allow scheduling of coverage in the department. Approved vacation requests should then be forwarded to Human Resources. Peak Corporate Partners Inc. will make every effort to accommodate vacation requests, however the Company reserves the right to deny vacation in its discretion.

Non-exempt employees must take vacation in minimum increments of one hour and must use vacation for otherwise unexcused time away from work.



Exempt employees may take partial days of vacation (in increments of four hours or more in a single day), subject to the following restrictions. Employees exempt who are absent for personal reasons for a partial day in excess of four (4) hours will have an equivalent number of hours deducted from their vacation balance. Deductions from vacation balances under this policy may result in a negative vacation balance. However, the salary for exempt employees will not be reduced if the vacation balance is negative for a partial day absence. Exempt employees with negative or insufficient vacation balances who are absent for personal reasons for a full day shall have their regular salary reduced by an amount equivalent to a single day's salary for the week in which the absence occurred.

Vacation requests will generally be approved in the order they are submitted. If a conflict arises where two employees request the same dates for vacation, the priority will generally be based on length of service, as long as the senior employee's request was received in a timely manner.

Vacation time is to be used for rest, relaxation, appointments and personal business. Vacation pay will be based on the employee's base pay rate in effect at the time such vacation is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Payment for vacation time will be made on an employee's regularly scheduled payday.

Cap on Vacation Accrual

Employees are encouraged to use their accrued vacation benefits each calendar year. However, if for some reason all vacation is not used, it may be carried over to succeeding years.

There is, however, a limit to the amount of accrued vacation time that can be rolled over to the following benefit year. Once an employee has accrued one and one-half (1.5) times their annual accrual allowance, vacation accrual will cease until the employee has taken some accrued vacation time, in which case accrual will begin once again. Please refer to the charts below.

***Regular full-time employees regularly scheduled to work at least 40 hours per week:***

Length of Service (From Original Hire Date)	Vacation Hours Accrued Per Benefit Year	Cap on Vacation Accrual
0 – 90 days	0	N/A
91 days – 1 year	64 hours	N/A
Year 2	80 hours	120 hours
Years 3-9	120 hours	180 hours
Years 10+	160 hours	240 hours



**Regular full-time employees regularly scheduled to work between 30-39 hours per week:**

Length of Service (From Original Hire Date)	Vacation Hours Accrued Per Benefit Year	Cap on Vacation Accrual
0 – 90 days	0	N/A
91 days – 1 year	48 hours	N/A
Year 2	60 hours	90 hours
Years 3-9	90 hours	135 hours
Years 10+	120 hours	180 hours

**Regular full-time employees regularly scheduled to work between 20-29 hours per week:**

Length of Service (From Original Hire Date)	Vacation Hours Accrued Per Benefit Year	Cap on Vacation Accrual
0 – 90 days	0	N/A
91 days – 1 year	32 hours	N/A
Year 2	40 hours	60 hours
Years 3-9	60 hours	90 hours
Years 10+	80 hours	120 hours

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and do not permit employees to take pay in lieu of time off.

The Company reserves the right, if necessary, to designate vacation periods during which employees are expected to schedule their vacations in order to accommodate overall work schedules and/or to insure employees actually use all of their accrued vacation benefits. Peak Financial Partners Inc. keeps the offices in a low profile status at the end of every calendar year.

Vacation does not accrue during unpaid leaves of absence or other periods of inactive service, except where required by law. If you are eligible for partial wage replacement under the state's Paid Family Leave (PFL) program, the Company may require you to take accrued unused vacation prior to initial receipt of such benefits.



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## SICK LEAVE

Peak Financial Partners Inc. provides paid sick leave benefits to eligible employees for periods of temporary absence due to illness or injury. Temporary staff members and project staff members are ineligible to earn or accrue any sick leave benefits.

Beginning with the first day of the calendar month following their completion of 90 calendar days of employment, and on each anniversary date thereafter, eligible employees will earn sick leave benefits. Full-time employees who are regularly scheduled to work at least 40 hours per week will receive sick leave benefits in the amount of 32 hours per year. Part-time employees who are regularly scheduled work between 30-39 hours per week will receive sick leave benefits in the amount of 24 hours per year. Part-time employees who are regularly scheduled to work between 20-29 hours per week will receive sick leave benefits in the amount of 16 hours per year.

Sick leave benefits do not accrue or carry over from year to year.

Sick leave benefits will be calculated based on the staff member's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Sick leave is to be used for absences due to medical or doctor appointments, personal illness or injury, or to attend to an illness of a child, parent, spouse, registered domestic partner of the employee or child of the registered domestic partner. All sick leave payments will be based on an employee's regular pay rate in effect at the time such payments are made. These payments will be coordinated with State Disability or Workers' Compensation Insurance benefit payments, so that all such payments will not exceed the employee's normal weekly gross earnings.

Full or partial days off due to illness or injury in excess of accrued sick leave by non-exempt employees will be taken without pay. Exempt employees who have used all of their accrued sick leave benefits continue to receive their salary for an occasional illness that is less than a full day under this sick leave policy. The salary of exempt employees who have exhausted their sick leave will be reduced for absences of a full day or more due to illness or disability.

Unused sick leave may not be used for personal time-off, additional vacation, or in conjunction with other types of days off. If all sick leave has been used, management may approve additional time off or employees may use available vacation benefits for this purpose.

Employees who are absent for three (3) or more consecutive days due to illness or injury may be required to submit a health care provider's certification to substantiate the use of sick leave. In addition, before an employee may return to work, the Company may require a health care provider's written certification that the employee is capable of resuming his/her job responsibilities. Certification may be required in other circumstances as well. Employees are not expected to disclose any diagnosis or confidential medical information, but any material misrepresentations regarding the use of sick leave (e.g., using sick leave for a fun outing) may result in corrective action, up to and including discharge.

Staff members who are unable to report to work due to illness or injury should notify their direct supervisor at least one (1) hour before the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of absence.



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Any unused sick leave will not be paid out on separation of employment for any reason. Time off on paid sick leave is not considered hours worked for purposes of determining whether an employee works overtime.

## **KIN CARE**

Employees may use up to one-half their annual sick leave for the purpose of attending to a child, parent, spouse, registered domestic partner, or registered domestic partner's child who is ill. For purposes of sick leave, the following definitions apply:

- A "child" is defined as a biological, foster, adopted, stepchild, or a legal ward. A "child" may also be someone an employee has accepted the duties and responsibilities of raising, even if he/she is not the employee's legal child.
- A "parent" is a biological, foster, adoptive, stepparent, or legal guardian.
- A "spouse" is a legal spouse according to the laws of California. There is no "common law" spouse in the State of California.
- A "registered domestic partner" is another adult with whom an employee has chosen to share life in an intimate and committed relationship of mutual caring, and with whom the employee has filed a Declaration of Domestic Partnership in the State of California.
- A "registered domestic partner child" is the biological, foster, adopted, stepchild, or legal ward of a registered domestic partner. A "registered domestic partner's child" also may be someone for whom a registered domestic partner has accepted the duties and responsibilities of raising, even if he/she is not the registered domestic partner's legal child.

All conditions and restrictions placed on an employee's use of sick leave apply also to Kin Care.



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## LEAVES OF ABSENCE

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### GENERAL INFORMATION

PFP may grant a leave of absence in certain circumstances. You should notify Human Resources in writing as soon as you become aware you may need a leave of absence. PFP will consider your request in accordance with applicable law and the Company's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with the Company during your leave and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. You must not engage in conduct inconsistent with the reasons for taking a leave. Acceptance of other employment while on leave will be treated as voluntary resignation from employment at the Company. You must remain in contact with the Company during your leave to advise of any change of circumstances. Benefits, such as vacation and holidays, will not accrue while you are on a leave of absence.

To continue your medical insurance coverage during most leaves of absence, you must pay the full amount of the premiums under the provisions of COBRA and meet other requirements. Human Resources can give you additional information on this subject.

Depending on the type of leave, you may be required to use accrued unused vacation concurrently with an unpaid leave of absence. Any vacation leave payments will be coordinated with payments under State Disability Insurance, Paid Family Leave, workers' compensation or other wage reimbursement benefits you may qualify for, so that at no time will you be paid more than your regular compensation.

The Company may hold in abeyance or proceed with any counseling, performance review or disciplinary action, including discharge, that was contemplated prior to the employee's request for or receipt of a leave of absence or that comes to the Company's attention during the leave. If action is held in abeyance during the leave of absence, the Company reserves the right to proceed with the action on the employee's return. Requesting or receiving a leave of absence does not relieve an employee of the obligation while on the job to perform the job responsibilities capably and up to the Company's expectations and to observe all Company policies, rules, and procedures.

### FAMILY CARE LEAVES (FMLA/CFRA)

The Company provides family leave time to eligible employees as required under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). To be eligible, employees must:



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- Work for a covered employer (50 or more employees);
  - Have been employed by the Company for at least 12 full months;
  - Have worked at least 1,250 hours in the 12 months immediately preceding the leave;
  - Work in a location where there are at least 50 or more employees within a 75 mile radius.

An eligible employee is entitled to up to a total of 12 workweeks of unpaid leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- To care for and bond with the employee's child after birth, or placement of a child with the employee for adoption or foster care;
- To care for the employee's child, spouse, registered domestic partner, or parent with a serious health condition; or
- Because the employee's own serious health condition makes the employee unable to perform the functions of his or her job.

### Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by (1) a period of incapacity of more than 3 consecutive, full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; (2) incapacity due to pregnancy/prenatal care; or (3) incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

Time off from work because of the employee's disability due to pregnancy, childbirth, or related medical condition is not counted as time used for CFRA leave, but will be counted as time used for FMLA leave. (See "Eligibility Under FMLA, CFRA and PDL" below.)

### Military Family Leave Entitlements

Eligible employees with a spouse, registered domestic partner, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include (1) addressing issues that arise from short-notice deployment; (2) attending certain military events and related activities; (3) arranging for alternative childcare or tending to certain school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions for the covered military member or his/her child; (6) spending time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment; (7) attending post-deployment reintegration briefings; or (8) addressing other events that arise out of the covered military member's covered active duty or call to covered active duty status, provided the employer and employee agree that such leave will qualify as an exigency and agree to both the timing and duration of such leave.



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FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member or veteran of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on covered active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on covered active duty) that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. A veteran covered under this policy is defined as one who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

### Use of Leave

PFM uses a rolling method to calculate the 12-month period during which eligible employees may take 12 weeks of Family Leave. For a qualifying exigency leave or leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a servicemember is for a maximum of 26 workweeks during a 12-month period.

Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations.

Employees are required to use any available paid sick leave as a substitute for some or all of the unpaid Family Leave. The employee may also voluntarily use vacation time as a substitute for some or all of the unpaid leave. The substitution of paid leave does not extend the total duration of FMLA/CFRA to which an employee is entitled beyond 12 weeks in a 12-month period.

### Employee Responsibilities

Employees requesting leave must provide sufficient information for the Company to determine whether the leave may qualify for FMLA/CFRA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA/CFRA leave was previously taken or certified. Certifications and periodic recertification supporting the need for leave may be required.

Employees must provide 30 days advance notice of the need to take FMLA leave, when the need is foreseeable, such as when the leave is based on an expected birth, placement for adoption or foster care, or planned medical treatment. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment in order to minimize disruption to Company operations. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse. When 30 days' notice is not possible, employees must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

### Failure to provide such notice may be grounds for delay of leave.



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## Certification

The Company may require medical certification or qualifying exigency leave certification establishing the need for leave. Employees must provide the requested certification to the Company within 15 calendar days of the Company's request, unless it is not practicable under the particular circumstances to do so, despite the employee's diligent, good faith efforts.

If leave is requested to care for a sick son, daughter, spouse, registered domestic partner, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider;
- Confirmation that the serious health condition warrants the participation of the employee.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

If an employee cites a Qualifying Exigency for a military family member, the employee must provide his/her certification stating:

- Appropriate facts regarding the Qualifying Exigency sufficient to support the need for leave;
- Date of commencement of the Qualifying Exigency;
- Probable duration of the Qualifying Exigency;
- Estimated schedule and frequency, if leave is intermittent.

If an employee cites a Serious Injury or Illness of a Covered Service member for Military Family Leave, the employee must provide a certification from the health care provider stating:

- Medical facts regarding the Covered Service member's health condition sufficient to support the need for leave;
- Whether condition was incurred in the line of duty on covered active duty in the Armed Forces;
- Date of commencement of condition;
- Probable duration of condition and/or need for care.

If Family Leave is for an employee's own serious health condition, the employee may be required to present a fitness-for-duty certification in order to be restored to employment. If such certification is not timely received, the employee's return to work may be delayed until certification is provided.



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## Benefits and Protections

Family Leave is generally unpaid. But accrued unused vacation may be substituted for unpaid leave for family and medical leave. Accrued unused sick leave may also be substituted for unpaid leave when the Family Leave is for an employee's own serious health condition, and the employee elects to substitute paid sick leave for care of a family member, or for military caregiver leave, or any other situation for which paid sick leave is normally available under the Company's policies and procedures or as required by state or federal law.

Depending on the situation, employees may be eligible for other wage-replacement benefits, including workers' compensation benefits, State Disability Insurance (SDI) benefits, or Paid Family Leave (PFL) benefits. Neither the substitution of paid leave nor the integration of other wage-replacement benefits for unpaid leave shall extend the maximum Family Leave period or result in receiving more than 100% of the employee's salary or hourly wage.

During an approved Family Leave, employees may keep their insurance benefits in effect for up to 12 weeks (or 26 weeks if the leave is to care for a covered servicemember) by continuing to pay their required portion of the premium. The employee is responsible for arranging with the Company for the payment of his/her portion of any premiums that are not fully covered by a Company contribution. In some circumstances, if the employee chooses not to return to work at the end of the leave, the employee may be required to reimburse the Company for its share of the premiums paid during the leave.

There may be circumstances that limit an employee's eligibility for Family Leave. For example, parents who are both employed by the Company who desire Family Leave for the birth or placement of a child may be limited to a combined total of 12 weeks. Employees should contact Human Resources regarding their individual situation.

During leave, employees will accrue benefits, such as vacation days, only when paid leave is substituted for unpaid leave and only if he/she would otherwise be entitled to continuing accruing benefits. The use of family and medical leave will not result in the loss of any employment benefit accrued prior to the start of an employee's leave.

Employees who satisfy all the conditions of the Company's policies and who return to work immediately following the expiration of an approved Family Leave will be restored to their former (or equivalent) position, provided such a position would still be available had they not taken a leave.

## Eligibility Under FMLA, CFRA and PDL

Under most circumstances, leave under federal and state law will run at the same time (concurrently) and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

However, while disabilities due to pregnancy and pregnancy-related medical conditions are covered under federal law (FMLA), they are not covered under the CFRA. In California, pregnancy and pregnancy-related disabilities are covered under the Pregnancy Disability Leave Act ("PDL"). The maximum available PDL time is 4 months, of which 12 weeks run concurrently with FMLA. Therefore, an employee who takes 12 weeks of PDL will have exhausted her FMLA leave. Once an employee exhausts all of her PDL, she may apply for additional leave under CFRA if she requests time: (a) for purposes of baby bonding; (b) due to her own serious health condition that is not pregnancy-related; or (c) to care for a family



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member with a serious health condition.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

If the FMLA/CFRA request for leave is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Please contact your supervisor or Human Resources as soon as the need for family/medical leave is realized.

## **PREGNANCY DISABILITY LEAVE (PDL)**

If an employee is disabled due to pregnancy, childbirth, or a related medical condition, the employee may be entitled to a transfer, a leave or other reasonable accommodations, as stated below. A woman is deemed to be disabled by pregnancy if, in the opinion of her health care provider, she is unable because of her pregnancy to perform any one or more of the essential functions of her job or to perform any of these functions without undue risk to herself, her pregnancy's successful completion, or to other persons. An employee also may be considered "disabled by pregnancy" if, in the opinion of her health care provider, she is suffering from, among other things, severe morning sickness, or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy or recovery from childbirth, loss or end of pregnancy. The term related medical condition includes the foregoing and also includes lactation-related medical conditions.

There is no eligibility requirement, such as minimum hours worked or length of service, before an employee affected or disabled by pregnancy is eligible for reasonable accommodation, transfer or disability leave.

Time off associated with pregnancy disability is for a maximum of four months. Four months means the number of days the employee would normally work in four calendar months (one-third of a year equaling 17 1/3 weeks) if the leave is taken continuously following the date the pregnancy disability leave commences. If an employee's schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating the employee's normal work month. For full time employees who work 40 hours per week, "four months" equals 693 hours of leave entitlement (based on 40 hours per week times 17 1/3 weeks). For employees who work more or less than 40 hours per week or who work variable work schedules, the time off is calculated on a pro rata or proportional basis.



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Leave may be taken intermittently or on a reduced work schedule when an employee is disabled because of pregnancy, as determined by the health care provider of the employee. The Company will account for the time off in one hour increments (the same way the Company accounts for sick and vacation time). If a holiday falls within a week taken as pregnancy disability leave, the week is generally counted as a week of pregnancy disability leave (unless the Company chooses to close for one or more weeks).

PFP may also transfer the employee to a less strenuous or hazardous position if the employee requests, with the advice of the employee's physician and if the transfer can be reasonably accommodated. Employers are not required to create additional employment that would not otherwise have been created, discharge another employee, transfer another employee with more seniority, or promote or transfer an employee who is not qualified to perform the new job. If an employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule because of pregnancy, the employer may require the employee to transfer temporarily to an available alternative position that meets the needs of the employee (provided the employee meets the qualifications of the alternative position). The alternative position will have the equivalent rate of pay and benefits and must better accommodate the employee's leave requirements than her regular job; but it need not have equivalent duties.

To obtain a pregnancy disability leave, the employee must provide timely notice sufficient to make PFP aware the employee needs reasonable accommodation, transfer or leave, and where practicable, the anticipated timing and duration. An employee must provide at least 30 days advance notice before the start, if foreseeable. The employee must consult with PFP and make reasonable efforts to schedule planned appointments and medical treatment to minimize disruption to the Company's operations, subject to the employee's health care provider's approval. If 30 days' advanced notice is not practicable (i.e., because of unknown circumstances or a change in circumstances or medical emergency, etc.), notice must be given as soon as practicable.

PFP will respond to the employee's request as soon as practicable (no later than ten days after receiving the employee's request). The Company will attempt to respond to the leave request before the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave. If an employee fails to give timely notice when leave is foreseeable, this may result in a delay.

In addition to providing notice, the employee is requested to provide a health care provider's statement when a reasonable accommodation, transfer or leave is requested. For accommodations or transfers, the certification should provide a description of the requested accommodation/transfer, a statement describing the medical advisability of the accommodation/transfer and the date on which the accommodation/transfer is needed and estimated duration. For leaves, the certification should state the employee needs to take leave because she is disabled by pregnancy, childbirth or related medical condition, the date on which the employee became disabled and the estimated duration of the leave.

Pregnancy disability leaves are without pay. The Company requires employees to use accrued sick leave during the otherwise unpaid portion of her leave. Employees may elect, at their option, to use any vacation time or other accrued personal time off, for which the employee is eligible. Any such payment will be integrated with any state disability or other wage reimbursement benefits that the employee may receive to the extent allowed by law. At no time will the employee receive a greater total payment than her regular compensation.

Employees shall retain their employee status during the period of PDL. The leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan. Benefits will be resumed on the employee's reinstatement in the same manner and at



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the same levels as provided when the leave began, without any new qualification period, physical exam or other qualifying provisions.

The Company will maintain and pay for any group sponsored medical coverage for an employee who takes pregnancy disability leave for the duration of the leave, not to exceed four months over the course of a 12-month period, beginning on the date the leave begins, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. PFP may recover premiums for maintaining coverage if the employee fails to return after the leave expires, if the employee's failure to return to work was for a reason other than (i) the continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave; (ii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave; or (iii) any other circumstances beyond the employee's control.

If an employee has not returned to work within the four month pregnancy disability leave, the employee may continue group health insurance coverage through PFP in conjunction with federal COBRA guidelines by making monthly payments for the amount of the relevant premium. However, if the employee is eligible for and elects to take additional time off under CFRA (e.g., for baby bonding) after the PDL has expired, PFP will continue to provide group health insurance coverage on the same terms and conditions for a maximum of 12 weeks under CFRA. In other words, the time the Company maintains and pays for group health coverage during PDL shall not be used to meet PFP's obligation to pay for 12 weeks of group health coverage during leave taken under CFRA. Employees should contact Human Resources for further information.

For reinstatement, employees must submit a release to return to work from the employee's health care provider stating she is able to resume her original job or duties. Upon submission, the employee will, in most circumstances, be offered the same position held at the time of the leave. However, employees are not entitled to any greater right to reinstatement than if she had been employed continuously rather than on leave. For example, if the employee would have been laid off had she not gone on leave, the employee will not be entitled to reinstatement. If on return from a pregnancy disability leave the employee is unable to perform the essential functions of the job because of a physical or mental disability, PFP will attempt to accommodate the employee, unless undue hardship will result to the Company.

## **WORKERS' COMPENSATION LEAVE**

Workers' Compensation Leave, without pay, is granted for situations in which there is a health care provider's written statement that a leave is required because of work-related illness, injury, or other physical disability. The health care provider's statement must provide sufficient information regarding the nature of the disability and the anticipated length of absence from work. Leaves involving questionable work-related disabilities, may receive special attention from the Company and the Workers' Compensation Insurance carrier, as permitted by prevailing state and federal laws.

Prior to returning to work, an employee must obtain and provide his/her manager with a health care provider's written release. The release must include specific restrictions, if any, that affect the employee's ability to return to work, and the anticipated duration of such restriction. The employee's return to work may be delayed until such time as the appropriate release has been provided. In some cases, another medical release at the Company's expense may be required from a physician appointed by the Company.



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## BEREAVEMENT LEAVE

The Company provides regular full-time employees with paid Bereavement Leave of one day when there is a death in the employee's immediate family.

Immediate family is defined as:

Spouse	Mother/Father-in-Law
Child/ Stepchild	Daughter/Son-in-Law
Parent/Stepparent	Sister/Brother-in-Law
Sibling	Registered Domestic Partner
Grandchild	Child of Registered Domestic Partner
Grandparent	

No other relatives are considered immediate family for purposes of receiving Bereavement Leave under this policy. Employees who have a death of an immediate family member and intend to take Bereavement Leave must immediately notify their manager of their intended absence from work.

The Principals of Peak Financial Partners Inc. may grant additional time off, without pay, depending upon the circumstances. Employees may also use accrued unused vacation time, if any, for bereavement purposes.

## JURY DUTY

Time off for jury duty is unpaid. However, employees may use any accrued unused vacation leave. Exempt employees will not incur any reduction in pay for a partial week absence due to jury duty. Any additional time off will be without pay.

Within three days of receiving a Jury Duty notice, employees must provide a copy of the notice that specifies the dates that the employee will be serving as a juror to his/her manager. An employee must also give a copy of the Jury Duty notice to Human Resources for retention in his/her personnel file before reporting for Jury Duty service. If an employee obtains a jury duty extension, in order to serve at a later date, the employee is expected to provide his or her supervisor, and Human Resources, at least three weeks advance notice of the new reporting date.

When on Jury Duty, employees must report for work whenever their presence is not required at court, including time during "phone in" or "on call" status, or if released for the day or dismissed from jury duty after a partial day of service. Employees who cannot report to work due to Jury Duty may be required to show proof of jury service or appearance. The Company may submit a request for a postponement in the event that compelling business reasons make postponement of Jury Duty necessary.



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## **WITNESS DUTY AND SUBPOENAS**

Employees will be paid their normal wage or salary if required to be a witness or required by a subpoena to appear in court on Company business. Non-exempt employees will not be paid for their time off if summoned to appear in court as a witness or because of a subpoena for any other reason. However, they may use accrued vacation time for such absences. Exempt employees will continue to receive their full salary if they perform any work during that week. Absences of a full week or longer will be without pay.

## **DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE**

Employees who are victims of domestic violence or sexual assault are eligible for unpaid leave. Leave may be requested if an employee is involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare of the employee or the employee's child.

Notice and certification of the need to take leave under this policy must be provided to Human Resources. Certification may be any of the following:

- A police report indicating that the employee was a victim of domestic violence, or documentation from legal counsel or attorney.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence services 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.

Employees must provide reasonable advance notice of absences, when such notice is feasible. The Company will, to the extent possible and as required by law, maintain the confidentiality of an employee requesting leave under this provision.

On the days off from work to obtain relief from domestic violence or sexual assault, the employee will be expected to return to work for the remainder of their work schedule if time permits.

## **VICTIMS OF CRIME LEAVE**

An employee who is a crime victim or who is the immediate family member of a crime victim may take time off from work to attend judicial proceedings related to that crime. The crime must be a violent or serious felony, a felony theft, or embezzlement.

An immediate family member includes a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather, registered domestic partner, or child of a registered domestic partner.

Before an employee is absent for such a reason, documentation of the scheduled proceeding must be provided to Human Resources. Such notice is typically given to the victim of the



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crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, employees must provide appropriate documentation within a reasonable time after the absence. For non-exempt employees, any absence from work to attend judicial proceedings will be unpaid unless employees choose to take paid time off, such as accrued vacation or sick leave. Exempt employees will not incur any reduction in pay for a partial week absence for this leave. Any additional time off will be without pay.

After the appearance, the employee will be expected to return to work for the remainder of their work schedule, if time permits.

## **ORGAN AND BONE MARROW DONATION LEAVE**

The Company provides paid leave to eligible employees for the purpose of donating an organ or bone marrow. To be eligible, employees must submit written verification that he/she is an organ or bone marrow donor, and that the donation is a medical necessity. This leave is not a break in the employee's continuous service with the Company for purposes of time off, seniority, and salary adjustments, as provided by law.

### Organ Donor

An eligible employee is entitled to up to 30 business days in any one-year period (12 consecutive months beginning from the date the employee's leave begins) for an organ donation, and must use up to two weeks of accrued unused sick leave and/or vacation, if available.

### Bone Marrow Donor

An eligible employee is entitled to up to five (5) days in any one-year period for a bone marrow donation, and must use any accrued sick leave and/or vacation (up to five days,) if available.

Leave may be taken in one or more periods, and will not be considered a break in service for purposes of time off, seniority, and salary adjustments. Group benefits will not be affected by the leave. This leave does not run concurrently with either the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

For more information, employees should contact the Human Resources Department.

## **SCHOOL ACTIVITIES TIME OFF**

California law allows a parent or guardian to take up to 40 hours of time off each calendar year (but no more than eight hours in one calendar month) without pay to participate in their children's activities at school (grades K through 12) or licensed day care facility. The absence is subject to the following conditions:

- Employee must provide reasonable advance notice to his/her supervisor of the planned absence.



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- Employees must use their vacation pay 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.
  - 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 for that purpose.

If an employee who is the parent or guardian of a child facing suspension from school or other disciplinary action is summoned to the school to discuss the matter, the employee should alert his/her supervisor as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose.

### **TIME OFF TO VOTE OR SERVE AS ELECTION OFFICIAL**

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to reach a polling place during their non-working hours, the Company will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Employees may take unpaid time off to serve as an election official on an election day. Any request for time off to serve as an election official must have the prior approval of the employee's Supervisor. Employees may use an available accrued vacation for time off to serve as an election official.

### **MILITARY LEAVE**

Leave without pay is provided to employees who enter or are called to active military service. This includes the Army, Navy, Air Force, Marine Corps, Coast Guard (and Reserves for each branch), Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency. A copy of the applicable, official military orders for training or active duty should accompany an employee's request for a leave of absence.

An employee who is assigned to an U.S. Military Armed Forces Reserve organization and is subject to active or inactive duty training will be granted leaves of absence without pay, generally for up to two weeks. An employee may use his/her accrued, unused vacation benefits for all or part of an unpaid leave of absence for Reserve training to supplement his/her military pay so as to equal the amount of pay that would have been received from the Company during the leave of absence. Any portion of a leave that occurs after all available accrued vacation benefits have been used will be without pay.



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Employees on military leave of absence are afforded reemployment rights and retain seniority benefits for all prior service on reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and California Military and Veterans Code. If the uniformed service is for thirty (30) or fewer days, health benefits will continue in the same manner as prior to leave. For service beyond thirty (30) days, the law provides COBRA-like continuation benefits. If an employee fails to notify the Company of his/her intent to return to work within the time period allowed by law, the employee will be considered to have resigned.

### **MILITARY SPOUSAL LEAVE**

The spouse or registered domestic partner of a qualified member of the military service who works an average of 20 or more hours per week will be allowed up to 10 days of unpaid time off to be with their spouse or registered domestic partner on leave from deployment during a period of military conflict. To be eligible, the employee must notify the Company within two business days after receiving official notice that the service member spouse will be on leave from deployment. The employee must also provide official documentation (usually a set of military orders) certifying that the spouse is actually on leave from active duty during the same time period the leave is requested. There is also no requirement that the service member on leave actually return home, so the employee spouse may choose to meet the service member at another location during the leave period.

### **VOLUNTEER FIREFIGHTERS, PEACE OFFICERS, AND EMERGENCY RESCUE PERSONNEL LEAVE**

Employees shall be permitted unpaid time off to perform emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue personnel. If an employee is an official volunteer firefighter, reserve police officer, or emergency rescue personnel, he or she must alert their immediate supervisor of the need to take time off for emergency duty. When taking time off for emergency duty, please alert Human Resources before doing so when possible.

Volunteer firefighters are also allowed to take temporary leaves of absence without pay, up to 14 days per calendar year, to engage in fire or law enforcement training.

### **CALIFORNIA LEAVE FOR CIVIL AIR PATROL**

Employees who have been employed for at least 90 days may be provided up to 10 days of unpaid leave per year to respond to emergency operational missions of the California Wing of the Civil Air Patrol. While an employee is entitled to up to 10 days of leave per year, the leave for a single emergency mission may not exceed three (3) days unless the emergency is extended by the entity in charge of the operation and the extension is approved by the Company. When taking time off for this purpose, employees must advise their supervisor and Human Resources as far in advance as possible.

### **NO ADVERSE ACTION FOR REQUESTING OR TAKING TIME OFF**

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook. A request does not automatically mean



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time off will be allowed. The Company is not obligated to allow time off other than as permitted by policies in this Handbook, or as required by law.



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## COMPENSATION AND TIMEKEEPING

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### PERFORMANCE EVALUATION

Performance reviews are conducted periodically for all regular full-time and part-time employees. These evaluations are generally completed in writing, and a meeting will be conducted between the employee and his/her manager. During the performance evaluation process, employees and their managers should discuss the employee's work, progress, strengths, performance areas that need improvement, goals to consider, and requirements to be set. Employees generally receive performance evaluations on an annual basis during the month of their employment anniversary date.

A performance review does not guarantee a wage or salary increase will be granted automatically. In the event of unusual economic conditions or other business reasons, the Company may elect to freeze or reduce pay rates.

### WAGE AND SALARY ADJUSTMENTS

Wage/salary rates are based upon an employee's job duties and responsibilities, work performance, potential for promotion, pay practices in the area, and the economic conditions of the Company. Wage and salary adjustments are not automatic and may be granted on the basis of progress in either meeting or surpassing performance standards since the last performance review and pay increase, or other factors.

Peak Financial Partners Inc. periodically evaluates salary and wage rates paid to its employees. Although such reviews are typically performed at the time of performance evaluation, they may be done at any time, at the complete discretion of the Company. Generally, increase adjustments are made; however, decrease adjustments may also be made at the discretion of the Company. The pay rates for part-time and temporary employees are not reviewed on a regular basis and may be adjusted when considered appropriate by the Company.

Performance reviews, issuance of bonuses, and any wage/salary increases do not in any way modify the at-will employment policy which permits either the employee or the Company to terminate the employment relationship at any time, with or without cause or notice.

### WORKWEEK

For purposes of accurate timekeeping and overtime calculations, Peak Financial Partners Inc.'s work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday.

### MEAL PERIODS

The Company permits all employees to take meal and rest breaks in accordance with the law.



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Employees are entitled and encouraged to take an unpaid, duty-free 30-minute meal period for every work period of more than five (5) hours. For example, employees are entitled to one 30-minute meal break for every five (5) hours of work; two 30-minute meal breaks for every 10 hours of work; three 30-minute meal breaks for every 15 hours of work, etc. However, if six (6) hours will complete the day's work, the employee may voluntarily choose to waive the meal period. Further, if an employee works between 10 and 12 hours in a workday, the employee may voluntarily choose to waive the second meal break if (i) the total hours worked in that workday is not more than 12; (ii) there is mutual consent of the employer and employee; and (iii) the first meal break of the workday was not waived.

Absent a waiver, employees are provided meal breaks before the end of each five-hour work period (i.e., the first meal period is provided before the end of the fifth hour of work, the second meal period is provided before the end of the tenth hour of work, etc.).

In compliance with applicable law, the Company will relieve employees of all duty, relinquish all control, and provide a reasonable opportunity to take timely, uninterrupted 30-minute breaks during all meal periods. The Company will not impede or discourage employees from doing so. Employees are free to leave the premises during meal breaks.

Employees who voluntarily choose to forgo a meal period, delay a meal period, or take a meal period of less than 30-minutes shall not be entitled to meal period premiums. Though the Company does not anticipate this happening, if a non-exempt employee finds they were not permitted to timely take, or were otherwise restricted from timely taking, one or more meal breaks in the workday, they must report the missed break(s) on their time card and immediately inform their manager or Human Resources. Employees should state the reason(s) they believe they were not permitted to take, or were otherwise restricted from timely taking, their full meal break(s). The Company will not retaliate against any employee for reporting that they believe they were not permitted to timely take, or were otherwise restricted from timely taking, one or more full meal break(s).

Meal periods may not be combined with rest breaks. Nor may employees use such breaks to come in late or leave early. Employees may not manipulate the flexibility granted them by this policy to use their breaks to generate liability for premium pay.

Non-exempt employees must accurately record the time they begin and end each meal period each day. If overtime will result from an employee voluntarily choosing to forgo a meal period or taking a meal period of less than 30-minutes, employees must obtain prior approval from their supervisor before working the overtime. Employees who voluntarily choose to forgo a meal period or take a meal period of less than 30-minutes may be required to end their shift earlier than scheduled to avoid working unapproved overtime.

By signing each time record, non-exempt employees certify they were advised of their right and provided the opportunity to take all required meal breaks. As with payroll, scheduling, and other employment matters, employees are encouraged to report any concerns regarding meal periods to their manager or Human Resources so they may be appropriately addressed.



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## REST PERIODS

The Company authorizes and permits all employees to take a paid 10-minute break for every four (4) hours of work, *or major fraction thereof*. Please note however, that rest breaks need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours.

For example:

<u>Hours Worked in Workday</u>	<u>Number of Rest Breaks in Workday</u>
3 ½ hours to 6 hours	1 10-minute rest break
Over 6 hours to 10 hours	2 10-minute rest breaks
Over 10 hours to 14 hours	3 10-minute rest breaks

Employees are permitted to take rest breaks in the middle of each four (4) hour work period, as practicable. If an employee desires, the 10-minute rest break may be in an area away from the employee's work station, but the Company may require employees to remain on premises during the rest break.

Employees who voluntarily work through a rest period, delay a rest period, or take a rest period of less than 10 minutes are not entitled to rest period premiums. Though the Company does not anticipate this happening, if a non-exempt employee finds they were not permitted to timely take, or were otherwise restricted from timely taking, one or more rest breaks in the workday, they must report the missed break(s) on their time card and immediately inform their manager or Human Resources. Employees should state the reason(s) they believe they were not permitted to take, or were otherwise restricted from timely taking, their full rest break(s). The Company will not retaliate against any employee for reporting that they believe they were not permitted to timely take, or were otherwise restricted from timely taking, one or more full rest break(s).

Rest breaks may not be combined with meal periods. Nor may employees use such breaks to come in late or leave early. Employees may not manipulate the flexibility granted them by this policy to use their breaks to generate liability for premium pay.

By signing each time record, non-exempt employees certify they were advised of their right and authorized and permitted to take all required rest breaks. As with payroll, scheduling, and other employment matters, employees are encouraged to report any concerns regarding rest periods to their manager or Human Resources so they may be appropriately addressed.

## OVERTIME

From time to time, the workload may require the Company to request employees to work overtime. The Company will make an effort to evenly distribute overtime based on business necessity among the employees with the skills, knowledge and ability for the work that needs to be accomplished. When possible, advance notification of these mandatory assignments will be provided. While such situations are difficult for the Company and its employees, such requirements will be made only when based on business necessity. Employees who refuse to work such overtime may be subject to corrective action, up to and including discharge,



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depending upon the circumstances. All overtime work must be pre-approved by the immediate supervisor. Working unauthorized overtime is strictly prohibited.

Non-exempt employees receive overtime pay at the rate required by state and federal regulations as follows:

- All hours worked in excess of eight hours in one workday or in excess of 40 hours in one workweek are paid at a rate of time and one half the employee's regular rate of pay.
- The first eight hours worked on the seventh consecutive day of work in the workweek are also paid at the overtime rate of one and one half times the regular rate of the non-exempt employee.
- Hours worked in excess of 12 hours in any one workday, or hours worked in excess of eight hours on the seventh consecutive day of the workweek are to be compensated at a rate of double the non-exempt employee's regular hourly rate of pay.

Hours worked on weekends do not automatically constitute overtime. To qualify for overtime, such work must fall into one of the overtime categories described above. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Hours worked are paid once in determining overtime premium pay. For example, once an employee has worked nine hours in one day, that one-hour of (daily) overtime is not counted again (combined) for the purposes of calculating the overtime of hours worked in excess of 40 hours (weekly overtime) in the workweek. Sick leave, vacation, holidays, or other paid time off is not considered hours worked for purposes of overtime calculations.

## **COMPENSATORY ("COMP") TIME**

### Exempt Employees

Exempt employees are paid a fixed salary that is intended to cover all compensation to which they are entitled. Due to this status, exempt employees are not entitled to additional compensation for extra hours worked or time off in lieu of additional compensation. The Company does not maintain any compensatory time off plan.

### Non-Exempt Employees

Non-exempt employees receive overtime pay when they work more than eight hours in a day or 40 hours in a week. Peak Financial Partners Inc. does not allow employees to take time off in lieu of receiving overtime pay.

## **PAY PERIODS**

Wages are paid on a semi-monthly basis. Paydays are on the 15<sup>th</sup> and the last day of the month. The pay check on the 15<sup>th</sup> of the month is work performed between the 26<sup>th</sup> and the 10<sup>th</sup> of the month. The pay check on the last day of the month is for work performed between the 11<sup>th</sup> and the 25<sup>th</sup> of the month.



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If a regular payday falls on a weekend or a holiday, employees will be paid on the preceding business day. Paychecks are delivered to employees by Human Resources. Paychecks will not be given to anyone other than employees except with their prior written authorization.

Employees are expected to report any errors in a paycheck to Human Resources.

## **PAYROLL DEDUCTIONS**

The Company is required by state and/or federal law to withhold a portion of an employee's pay for tax or government-mandated benefit programs and other mandatory deductions from time to time. These legally required deductions include, but are not limited to, the following items:

- Federal Income Tax
- State Income Tax
- Federal Social Security Insurance (FICA)
- Medicare Deduction
- State Disability Insurance (SDI)/Paid Family Leave (PFL)
- Court Ordered Deductions (such as garnishments) and Tax Liens

Additionally, employees may authorize certain deductions to be made from their paychecks each month for reasons such as payment of group medical insurance premiums. All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub.

## **RIGHT TO INSPECT PAYROLL RECORDS**

Peak Financial Partners Inc. will provide an employee or former employee with copies of their payroll records within 21 days of submission of a written request to Human Resources.

## **DIRECT DEPOSIT**

Peak Financial Partners Inc. offers direct deposit of wages to any bank, savings and loan, credit union, or any other financial institution that is a member of the Federal Reserve System. Employees have the ability to split the full deposit amount between more than one account. To begin direct deposit, employees must complete a designation form including account number(s), financial institution name(s), and amount(s) desired. The first direct deposit normally takes place after an initial "test" pay period to assure all information provided is accurate. This is required by the Federal Reserve.

Each payday, employees enrolled in direct deposit will receive a voided pay stub stating all payroll deductions, information, and the net deposit made. Employees should not call Human Resources with questions regarding the deposit until the actual payroll date has expired. If there is a question, call the institution directly.



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## **AUTHORIZED CHECK PICK-UP**

If an employee is absent on payday and instructs someone to pick up his/her paycheck, a note signed by the employee authorizing the person to pick it up must be provided before the check will be released. The person picking up the check must show proper identification and sign for it. This policy was created to protect both the employee and the Company.

## **REPORTING PAY**

Peak Financial Partners Inc. will pay non-exempt employees in accordance with applicable law if they report to work on a scheduled workday and no work is available for them or they are given less than half their scheduled work time.

Reporting pay provisions are not applicable under the following conditions:

- Business operations cannot commence or continue due to potentially unsafe conditions for employees or at a property.
- Public utilities fail to supply electricity, water, gas, telephone service, or there is a failure in the public sewer system.
- The interruption of work is caused by an act of nature or other causes not within the Company's control.
- The employee is notified in advance not to report for work.

## **WAGE GARNISHMENT**

A garnishment is a legal levy by a creditor against an employee's pay. Peak Financial Partners Inc. expects all employees to manage their personal finances so as not to involve the Company. All garnishments and other attachment orders that are required by law will be honored. An employee who suspects this may happen to him/her should review the situation with Human Resources immediately.

Peak Financial Partners will deduct the administrative cost of complying with wage assignments and garnishment orders, to the extent permitted by law.

## **WORK SCHEDULES**

Peak Financial Partners Inc.'s usual business hours are Monday through Friday from 9:00 a.m. to 6:00 p.m. All employees are expected to be at their desks or work stations at the start of their scheduled shifts, ready to perform their work. Scheduled work hours are determined by Company management.

The daily and weekly work schedules may vary with each department and may change from time to time to meet the varying conditions of business. Changes to work schedules will be announced as far in advance as practical. Employees are to check with their manager regarding their individual work schedules.

For your own security and that of your fellow employees, access to the office is generally restricted to normal business hours and work schedules. If you have a need to be in the



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Company's facilities after normal business hours or on a non-work day, prior permission must be obtained from your supervisor or from Human Resources.

## **HOURS OF WORK**

The work hours for regular full-time employees are generally 40 hours per week. However, the hours and days of work for individual employees may vary by department or individual assignment according to the needs of the Company. Work hours may be changed as deemed necessary by the Company.

## **ATTENDANCE AND PUNCTUALITY**

Employees of Peak Financial Partners Inc. are expected to be punctual and maintain regular attendance. Excessive unexcused tardiness and absenteeism place an additional burden on fellow employees and re-scheduling of work assignments. Regular attendance and promptness is considered part of each employee's essential job functions and part of satisfactory job performance. An unsatisfactory attendance record of excessive unexcused tardiness and absences can result in corrective action, up to and including discharge.

An absence is the failure of an employee to be at a designated work area or perform assigned work as required because of a failure to report for work as scheduled, begin or end a rest break or meal period on time, and/or leave prior to the end of a workday as scheduled.

### Reporting an Absence and Health Care Provider's Statement

For any absence or tardiness, employees must call their supervisor prior to the start of their shift. Employees who speak or leave a message with anyone other than their supervisor or Human Resources do not meet the Company's reporting requirements.

A health care provider's statement may be required, at management's discretion, for any absence due to illness or injury. The Company may request an evaluation of an employee's fitness for duty from an appointed physician at Company expense. Alternatively, the Company may require a health care provider's verification that employees are capable of resuming their job responsibilities before being permitted to return to work.

Any falsification, misrepresentation, or other violation of an attendance obligation to the Company may result in corrective action, up to and including discharge.

## **PERMISSION TO LEAVE DURING WORK HOURS**

In the event an employee needs to leave the company premises during work hours, permission to leave must be obtained from the employee's immediate supervisor before leaving. If the supervisor is not available, contact Human Resources. Non-exempt employees who leave the premises for personal business must record this on their time record and may be asked to sign a statement indicating the absence and that it was for personal business. Exempt employees are expected to inform their immediate supervisor if they are off work due to personal reasons during the work day.



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## **APPROVED TIME OFF**

Employees who know in advance they will be absent or late are required to make the necessary arrangements with their supervisor. If time off from work is needed, please schedule and obtain prior approval for any intended absence by submitting a written request for time off in accordance with the applicable procedures in this Handbook.

Planned time off includes any situation that might prevent an employee from reporting to work on time for any scheduled workday or that needs to be scheduled (e.g., vacations, doctor's appointments, personal obligations, leaves of absence, etc.). If prior arrangements have not been made, employees must discuss an absence or inability to be at work on time directly with their manager.

Peak Financial Partners Inc. recognizes that it is sometimes necessary for employees to take care of personal business during the workday. However, personal business should be kept to a minimum and should be conducted during break times whenever possible. Employees may not conduct business for another employee during their scheduled working hours.

## **EXEMPT EMPLOYEE COMPENSATION POLICY**

Exempt employees are classified as such following an evaluation of their actual job duties according to strict state and federal standards. The term "exempt" means these jobs are exempt from following overtime wage payment laws. Exempt employees are paid a salary that is intended to compensate them for all hours worked each week, however few or many. The salary is a predetermined amount and comprises the exempt employee's full compensation. The salary amount is not subject to reduction due to variations in the quality or quantity of the employee's work. Except for limited reasons determined by state and federal law, the salary is not subject to deductions. An example of a deduction would be when an employee has used all accrued vacation and/or sick benefits and misses additional full days of work for personal reasons. See the section on Vacation Scheduling for further explanation.

Should an exempt employee believe improper salary deductions were made, it should be reported to Human Resources as soon as possible. Human Resources will promptly investigate and correct the situation should an error have been made. Employees may file complaints directly with Human Resources or by utilizing the Company's Grievance Process without fear of retaliation.

## **JOB ABANDONMENT**

If an employee is absent without an excuse for two (2) consecutive workdays and fails to contact the Company, the Company may consider the employee to have abandoned his/her position, and a separation of employment will be processed accordingly.



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## EMPLOYEE RELATIONS AND CONDUCT

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### SUGGESTIONS AND QUESTIONS

As a staff member of Peak Financial Partners Inc. you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas. All staff members are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit Peak Financial Partners Inc. by solving a problem, reducing costs, improving operations or procedures, enhancing client service, eliminating waste or spoilage, or making Peak Financial Partners Inc. a better or safer place to work. Statements of problems without accompanying solutions, or recommendations concerning co-workers and management are not appropriate suggestions.

All suggestions should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact your supervisor for help.

Submit suggestions by email or sealed envelope to the Partners of Peak Financial Partners Inc.. The suggestion will be reviewed and discussed. Special recognition will be given to staff members who submit a suggestion that is implemented.

### COMMUNICATION

All Peak Financial Partners Inc. employees are encouraged to openly communicate while maintaining professionalism.

#### Staff Meetings

Staff meetings are held on an "as-needed" basis and all employees are expected to attend. These meetings are held to provide information, promote employee participation, contribute constructive ideas in solving problems, improve our Company, and allow us to operate more efficiently. It is an opportunity to exchange ideas, set goals, discuss opportunities for growth, and solve any problems with particular projects or assignments. If unable to be present, employees should notify their managers and offer to submit ideas in writing. Non-exempt employees must clock in and out, and will be paid for attendance in accordance with the law.

#### Company Intranet

The Company intranet is used to display required employment documents and to provide employees with information about job openings, changes in the Company, or information of general interest. Company e-mails also are used to disseminate information to employees.

Employees are generally not permitted to post personal notices and solicitations on the Company intranet and electronic message boards without prior approval from management.



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## WORKING RELATIONS

All employees are expected to be courteous and considerate of one another and to work with a “team player” attitude. All employees should accept the suggestions or instructions given to them in proper spirit. Problems should be discussed in private. If differences persist, employees should discuss them with Human Resources.

## PROBLEM-SOLVING PROCEDURE

The Company encourages all employees to discuss any work-related problems or concerns with their manager and to review them with a higher level of management, if necessary. Resolving problems early often prevents misunderstandings that occur when communications break down.

Employees may use the following procedure to resolve any work-related problems or concerns without fear of ridicule, retaliation or reprisal:

- Immediate Supervisor: Discuss the problem or dissatisfaction with an immediate supervisor, who will attempt to resolve the problem to the mutual satisfaction of all concerned. In the event satisfaction is not received through this meeting or if the employee feels he/she cannot go to their immediate manager for any reason, employees may discuss the situation with the next higher level of management or Human Resources.
- Human Resources: Human Resources will discuss the problem with the employee and any other concerned party. Human Resources will attempt to resolve the problem, and a reply will be communicated as soon as possible. If the employee is still not satisfied with the decision, he/she may discuss the decision with senior management.
- Senior Management: If the matter is not resolved, employees are encouraged to refer the problem to one of the Principals, who will make the Company’s final response to the problem or complaint.

Employees who do not feel comfortable discussing a problem or concern with their manager may discuss the matter privately with Human Resources. Employees who feel they have experienced retaliation as a result of reporting a problem or filing a complaint should immediately contact Human Resources and/or the Principals of Peak Financial Partners Inc.

## CONDUCT GUIDELINES

The Company expects all employees to observe professional behavior while at work. As with all businesses, Peak Financial Partners Inc. considers certain conduct unacceptable. It is not possible or practical to list every type of conduct that is unacceptable. In order to provide employees with some guidance concerning unacceptable behavior, the following are examples of conduct that should not take place in the work environment:

- Obtaining employment based on false or misleading information, falsifying information, or making material omissions in any Company documents or records.
- Malicious or willful destruction or damage to Company property supplies or to the property belonging to another employee, a client, a supplier, or a visitor.



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- Theft or unauthorized removal of property from Company premises or the premises of a client that belongs to or is in the possession of the Company, another employee, a client, a supplier, or a visitor.
  - Misappropriation or unauthorized use of money, credit, property, or equipment of the Company or belonging to another employee, a client, a supplier, or a visitor.
  - Dishonesty of any kind, including asking another employee to lie, withholding the truth from management, or falsifying time sheets or any Company documents or files.
  - Rude, abusive, or threatening language or outbursts of anger toward management, employees, clients, or others.
  - Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices or chemicals on Company property.
  - Willful violation of any law, rule, or regulation (other than traffic violations or similar offenses) or pleading guilty to or being convicted of a felony or a misdemeanor that affects an employee's suitability for continued employment.
  - Engaging in any action on or off Company premises that reflects unfavorably on the organization and its reputation, including criminal or illegal behavior of any kind.
  - Violation of Company Policies of Conflicts of Interests and Confidentiality.
  - Possessing confidential information without proper authorization.
  - Disclosing and/or misusing confidential or proprietary information.
  - Unsatisfactory job performance, including but not limited to failure to perform assigned duties; excessive sloppiness, negligence or incompetence; doing personal work during work time or failure to treat a client in a courteous, friendly manner, etc.
  - Malicious gossip and/or spreading rumors, engaging in behavior that creates discord or disharmony in the workplace, interfering with another employee on the job, or restricting work output or encouraging others to do the same.
  - Unsatisfactory attendance, excessive unexcused absenteeism, repeated unexcused tardiness, not being ready to work at the start of a workday, stopping work before end of the workday, or leaving work early without permission or an excuse.
  - Sleeping or malingering on the job.
  - Moonlighting or engaging in activities that create a conflict of interest.
  - Fighting or provoking a fight while on the job or on Company property.
  - Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by an employee's manager.
  - Unlawful or unauthorized possession of alcohol or drugs while on duty or on Company premises, or reporting to work under the influence of alcohol or drugs.
  - Engaging in the illegal sale or distribution of narcotics, drugs, or controlled substances while on the job or on Company property, or any violation of the Drug and Alcohol Policy.



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- Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with Company equipment.
  - Negligence, horseplay, or any other action that endangers other people or Company property or that disrupts work.
  - Gambling while on the job or on Company premises.
  - Smoking in designated non-smoking areas.
  - Violating any security rules or procedures.
  - Harassing, threatening, intimidating, or coercing any employee or another person, including violation of the Company's Policy Against Harassment.
  - Inappropriate and/or excessive use of the Internet (e.g., offensive e-mail, non-work related web-sites, chat rooms, etc).
  - Failure to abide by set standards for lunch and break periods or working unauthorized overtime.
  - Solicitation of any type, redirecting business or employees away from the Company, or selling or passing out any products, information or documents on Company property or during work time. (Work time means those hours that employees are on duty, excluding breaks, meal times, and other specifically designated periods during the day when employees are not engaged in performing work duties.)
  - For employees in positions requiring the use of a vehicle for Company business, becoming uninsurable based on the standards of the organization's insurance carrier due to a Department of Motor Vehicles record, driver's license suspension or revocation, or cancellation of the employee's automobile liability insurance policy.
  - Any other violations of rules and policies of the Company.

These conduct guidelines do not in any way modify the at-will employment policy of the Company, which permits either the employee or the Company to terminate the employment relationship at-will, at any time, with or without cause or notice.

## **CORRECTIVE ACTION**

To ensure proper employee conduct in the workplace, violations of Company policies or standards will result in corrective action appropriate to the employee's conduct. Nothing in this Employee Handbook or management's discretionary use of corrective action creates any expressed or implied contract modifying an at-will employment relationship. Furthermore, no one, other than as stated below, has the authority to change this at-will relationship by any actions, practices, course of conduct, length of service, awards, transfers, promotions, promises, or statements. The at-will relationship can only be modified by an individual written employment agreement signed by the Partners of Peak Financial Partners Inc. and the employee. Without modifying this mutual at-will relationship in any way, the Company may choose to utilize corrective action as described in this policy.

Corrective action procedures may include a verbal counseling, written warnings, probation, suspension, and discharge. The Company may use any form of corrective action deemed



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appropriate to the situation. The use of any corrective action is completely within the sole discretion of management. Giving corrective action warnings in one instance does not require the Company to use such warnings in any other instances, nor does it modify the at-will employment relationship in any way. Peak Financial Partners Inc. does not have a formal progressive discipline policy requiring a set number of warnings or counseling sessions. Accordingly, the Company reserves the right to utilize any corrective action, including discharge on a "first time" basis.

## **PERSONAL POSSESSIONS**

Employees are encouraged to avoid bringing expensive items or personal possessions that have sentimental value to work and to take all precautions to safeguard all such items especially wallets and purses, if brought to work.

Employees who bring any kind of personal items and possessions to work do so at their own risk because the Company accepts no responsibility for any items or possessions that are stolen, lost or damaged in any way.

## **PERSONAL MAIL AND TELEPHONE CALLS**

In general, Company facilities are available only for Company business. Due to the volume of business calls required during the business days, personal calls on Company telephones during working hours are to be kept to a minimum. Personal telephone calls, including cell phone calls, should be handled during non-work time (rest and meal periods).

While in the office during working hours, employees are to keep their pagers and cell phones on vibrate or silent mode so as not to disturb others. Use of Company telephones for personal long distance or toll calls is not permitted. Employees are to charge such calls to their home phone or calling card.

Additionally, the Company will assume that all mail addressed to the office is official Company mail, even though it may be addressed to an individual. Employees should not have personal mail sent to them at the Company. All employees should keep personal visitors to a minimum so as not to disrupt work or interfere with others.

## **PERSONAL USE OF COMPANY PROPERTY**

Company resources are to be used only for legitimate business purposes and are not to be used for personal reasons by employees. Company property includes equipment and tools, telephones, faxes and other communication equipment, computers, copy machines, postage, office supplies, etc. Borrowing any Company property for personal use or removing Company property without approval is prohibited. Unauthorized use or removal of Company property may lead to discipline up to and including termination.

## **SOLICITATION**

In order to avoid disruption of operations, the following rules apply to solicitation and distribution of literature on Company property or premises.



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## Outsiders

Persons who are not employed by the Company may not solicit or distribute literature on Company premises or property at any time for any purpose.

## Employees

Employees may not solicit or distribute literature during “work time” or in “work areas”. Work time includes both the work time of the employee doing the soliciting or distributing and the work time of the employee to whom the soliciting or distributing is being directed. Work time does not include rest and meal periods, or any other specific periods during the workday when both employees are properly not engaged in performing their work assignments. This policy does not prohibit solicitation during non-work time in non-work areas, such as parking lots or break rooms.

## **VOICE MAIL, E-MAIL, AND COMPUTER FILES**

Voice mail, electronic mail (e-mail) and other computer information systems are made available to various positions throughout the Company in order to enhance productivity and provide more efficient services for our clients. E-mail, voice mail, Internet access, and any other electronic communications systems are Company property and are intended solely for carrying out Company business.

The Company reserves the right to gain access to and monitor any information that is received by, transmitted by, or stored by any electronic device that is owned by the Company or operates on Company owned systems. Employees should have no expectation of privacy as to any information or file transmitted or stored through the Company’s electronic systems.

Personal use of Company electronic communications equipment is to be kept to a minimum, and is limited to non-working time and is not to interfere with the work of the employee or that of other employees. All files and messages sent, received, composed, and/or stored on any computer system are the property of the Company and may be accessed, reviewed and monitored. Use of the Company’s electronic communications and information systems constitutes consent to this policy.

All messages transmitted via these systems will be treated as business messages. Any employee who sends a personal message on these systems should be aware that such messages will be viewed as a business message and not a personal, confidential message of the employee. Any use by an employee of a private password does not entitle that employee to any confidentiality. The use of passwords to gain access to these systems is for the protection of the Company, not the employee.

Company confidential or proprietary information should not be transmitted via these systems outside the organization or even to employees within the organization unless such recipients are authorized to receive such information. Employees must not copy and send by e-mail or the Internet any information or software that is protected by copyright or other intellectual property laws. No software licensed to the Company may be duplicated or installed for use on another computer, unless the Company purchases a special “multi-user license” software package. Employees are not to load any software programs or download from the Internet any software, screen savers, files, etc. without obtaining approval from the Company’s computer network administrator.



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All employees should keep e-mail, Internet, and voice messages businesslike and refrain from using the systems for gossip, personal messages, chat rooms, or chain letters. E-mail and voice messages should not be profane, vulgar, defamatory, offensive or harassing. No one may use the voice mail, e-mail, the Internet, or other computer systems to download, send, or forward to others any discriminatory or threatening messages, ethnic or racial slurs, indignities, obscenities, sexual or offensive comments, off-color jokes, lewd graphics or pictures, pornography, or anything that may be construed as harassment or showing disrespect for others. Nor may employees use voice mail, e-mail or the Internet to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Any employee misusing the voice mail, e-mail, the Internet or computer systems will be subject to discipline up to and including termination.

The Company reserves the right to access, search and monitor the voice mail, e-mail, or computer files or messages of any employee, without advance notice, that are created, stored on, or deleted from the computer and voice mail systems. Accordingly, no employee should expect his/her voice mail, e-mail or computer files, communications, or usage to be confidential or private.

## **SOCIAL NETWORKING POLICY**

Peak Financial Partners Inc. is aware of the growing popularity of social networking sites and Internet blogging activities. Whether or not a Peak Financial Partners Inc. employee chooses to participate in social media is his or her own decision, and in general, what an employee does on his/her own time is his/her own affair. However, while we respect the right of employees to participate in social networking, activities in and outside of work that affect job performance, the performance of others, or Peak Financial Partner's business interests are a proper focus for Company policies. Accordingly, the following policy has been developed to protect our employees, our organization, our business associates, and the general public. This policy is not intended to and should not be interpreted or construed as interfering with an employee's right to engage in any protected activity.

### Rules and Guidelines

Blogging or other forms of social networking include, but are not limited to, video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with the Company.

Employees are permitted to visit and participate on such sites for business purposes between the hours of 11 am and 1 pm of the standard workday. The Company believes that social networking is and should be used as an essential business tool.

Employees are expected to protect the privacy of the Company and adhere to our confidentiality / non-disclosure and all other Company policies and procedures.

### **Post only appropriate and respectful content:**

- Maintain the confidentiality of the Company's trade secrets and other private or confidential information (including that of third parties). Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.



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- Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as an employee of the Company.
  - Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a Company employee and your views do not represent those of the Company, your coworkers, the Company's customers, suppliers, vendors or others working in connection with or on behalf of the Company. If you do publish a blog or post online related to the work you do or matters associated with the Company, make it clear you are not speaking on behalf of the Company. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of Peak Financial Partners Inc."
  - Do not circulate postings known to be written by other employees without informing the recipient the author of the posting is a Company employee.

Social media postings should respect copyright, privacy, fair use, financial disclosure, and other applicable laws. Because you are responsible for your postings, you may be subject to liability if your posts are found defamatory, harassing or in violation of applicable law. You may also be liable if you make postings which include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties. All such postings are prohibited under this policy.

Employees may not use their Company email address to register on social media sites, blogs, or other online tolls utilized for personal use.

Respect Your Audience. Employees must remain respectful of the Company, their coworkers, clients, competitors, and other business associates and refrain from posting any discriminatory, harassing, insulting, abusive, hateful, sexually explicit, embarrassing, or inappropriate comments, information, or photos.

### Employer Monitoring

Employees are cautioned they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including Peak Financial Partners Inc. What you publish will be public for a long time. The Company reserves the right to monitor comments or discussions about the Company, its employees, clients and other business associates posted on the Internet by anyone, including employees as well as non-employees. The Company may use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

### Company Equipment

As stated in our *Electronic Communications Policy*, personal use of Company computers and all other electronic communications equipment is to be kept to a minimum, is limited to non-working time and is not to interfere with the work of the employee or that of other employees. Employees are reminded that they should have no expectation of privacy while using company equipment or facilities for any purpose, including accessing social networking sites or blogging.



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The Company reserves the right to monitor, review or block content on company blogs that violate our rules and guidelines.

### Reporting Violations

The Company requests and strongly urges employees to report any violations or perceived violations to supervisors, managers or the HR department.

The Company investigates and responds to all reports of violations of the social networking policy and other related policies. Violation of the Company's social networking policy will result in disciplinary action up to and including termination of employment. The appropriate disciplinary action will be determined based on the nature and factors of any blog or social networking post. The Company reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

The Company will not retaliate against any employee for reporting a possible violation of this policy or cooperating in an investigation. Any questions about this policy should be directed to your immediate supervisor or Human Resources.

### **INSPECTION OF FACILITIES**

The Company provides offices, desks, cabinets, computers, equipment, and other property that employees use in the performance of their job duties. These facilities are the sole and exclusive property of the Company. In order to prevent possession of illegal drugs, stolen property, weapons, or other improper materials at the workplace, the Company may conduct inspections of its facilities.

Accordingly, the Company reserves the right to inspect such facilities and property at any time, whether during work hours or not, with or without advance notice, and with or without the consent of the employee to whom the property is assigned. This policy applies to all Company property, regardless of whether it is for an employee's exclusive use and regardless of whether an employee is allowed to maintain a lock or other means to limit access to the property. To facilitate enforcement of this policy, employees also may be questioned and their personal possessions inspected upon entering and/or leaving the premises. Any employee who wants to avoid inspection of any articles or materials should not bring such items onto Company premises.

Employees are expected to cooperate in such inspections and consent to inspection is required as a condition of employment. Refusal to consent may result in corrective action, up to and including discharge.

The Company has installed cameras in public areas such as hallways to monitor the workspace for security purposes.

### **USE OF FACILITIES – OFF DUTY**

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



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## SMOKING

Smoking is prohibited in all enclosed work locations. It is permitted only in designated outside areas during rest and meal periods. Extra “smoke breaks” during the workday are not permitted.

## DRESS AND GROOMING STANDARDS

At Peak Financial Partners Inc., professional image is important and is maintained, in part, by the image that employees present to clients, visitors, vendors, and others in our business. No one has a second chance at a first impression. Employees are expected to consistently utilize good judgment in determining dress and appearance on a daily basis. In choosing appropriate business attire, employees should consider tastefulness, public contact, the nature of the job, and working conditions.

The Company expects all employees to be appropriately dressed and groomed at all times. It is, however, the responsibility of each manager to communicate the Company’s dress standards to all current employees and each new employee as he/she is hired. Employees are expected to check with their manager if they are unsure about the appropriateness of their attire or grooming.

During business hours and while on Company premises, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees may dress in business casual attire. Business casual attire includes, but is not limited to, slacks, khakis, sport shirts, skirts and dresses, turtlenecks, sweaters, loafers, and walking shoes.

### Casual Day

Peak Financial Partners Inc. has designated every Friday as “casual day.” On Fridays, employees may dress in comfortable, casual attire, as long as it is neat, clean, in good taste, and projects a positive image of the Company. Employees must use good judgment in determining what casual attire is appropriate to wear to the office.

Specific attire that is unacceptable include:

- Sweat Pants and Shirts or Workout Attire
- Tank Tops
- Muscle Shirts
- Shorts
- Flip-Flops, Sandals, Beach Thongs or Slippers
- Torn or Patched Clothing
- Revealing Attire
- Halter Tops
- Sheer Clothing
- Bare Midriffs
- Tennis Shoes, Sneakers, or Running Shoes
- Baggy, Saggy or Ripped Pants



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- Blue Jeans (ok on casual day)
  - Low Cut or Off-the-Shoulder Attire
  - Clothes with Inappropriate, Profane, or Offensive Slogans or Pictures

### Non-Compliance

Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-exempt employees will not be compensated for the time away from work. Employees who violate the Company's dress and grooming standards will be subject to corrective action, up to and including discharge.

The Company will consider reasonable accommodations for an employee's religious dress and grooming practices.

### **USE OF TOOLS AND EQUIPMENT**

When using equipment or tools in performing tasks, employees are expected to exercise care and follow all operating and maintenance instructions, safety standards, and guidelines. No employee is to attempt to repair any equipment without the express authorization of the department manager. Use equipment and tools only for the purpose for which they were designed. Do not attempt to operate any equipment or machine until properly trained on the correct use.

If any Company equipment, machine, or tool is broken, malfunctioning, damaged, defective, or in need of repair, you should notify the department manager. Prompt reporting of damage, defects, and need for repairs could prevent deterioration of equipment and possible injury to employees or others.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in corrective action, up to and including discharge.

### **CELL PHONE USAGE WHILE DRIVING**

Peak Financial Partners Inc. is committed to promoting highway safety by encouraging the safe use of cellular telephones by its employees while they are on Company business. While the Company recognizes that there may be a need to use cellular phones for business purposes, safety must be the first priority.

The use of cellular phones is not a work requirement for most employees, unless authorized by the Company. The use of personal cell phones or PDA's of any sort for any reason is strictly prohibited while driving on Company business.

If an employee needs to make a phone call while driving, the individual should find a proper parking space first. Stopping on the side of the road is not acceptable. The only exception is for genuine emergencies such as an accident or a car breakdown. Employees are to use only hands-free telephones when engaging in brief conversations while driving. Otherwise, employees must park their vehicles before using their phones if the conversation is involved or the call is going to be intense, or when road conditions are poor or traffic is heavy.



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Proper cellular phone use is one part of safe driving. Employees also should remember that while traveling on business, they are expected to follow posted speed limits, practice defensive driving, wear seat belts, take a sufficient number of breaks so they remain alert, and avoid taking notes while driving.

If an auto accident occurs on Company time and was the result of using a wireless communication device while driving, or other unlawful or prohibited activity, the Company reserves the right to deny responsibility for all liability and damages, all of which will be the employee's sole responsibility.

Employees who violate this policy are subject to disciplinary action, up to and including termination. This policy does not apply in the event an employee needs to use a cell phone in an emergency or to contact a law enforcement agency.

#### Cell Phones with Cameras

The photo taking and transmitting feature available on many cell phones may not be used for any reason in the workplace, on company property, or of company property, unless specifically authorized by the employee's department manager and for business purposes only.

### **USE OF VEHICLES ON COMPANY BUSINESS**

It is Company policy that before an employee is allowed to operate any vehicle for Company business, a valid operator's license, proof of insurance, and a motor vehicle report which is acceptable to the Company's insurance carrier be on file. In addition, employees are responsible for immediately reporting to their manager any changes in their automobile insurance policy or the status of their driver's license such as suspension or revocation. Any questions regarding this policy should be directed to the Partners.

In addition to applying good common sense regarding the safe operation of vehicles, the following rules on operating all types of vehicles apply:

- Any employee must not operate any vehicle if he/she is under the influence of or impaired by any illegal drug or alcoholic beverage or any legal drug that may impair an employee's abilities must not operate any vehicle.
- Use of any vehicle for Company business must have the prior approval of the employee's manager.
- Non-employees may not be transported at any time in any vehicle being used for Company business except those who have a legitimate business justification for being transported, such as customers or official Company visitors.
- All employees driving a vehicle on Company business must have automobile liability insurance in force as may be required by law at all times as a condition of continued employment. Accordingly, such employees must provide the Company with evidence of such insurance from their liability insurance carrier.



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- All employees driving a vehicle on Company business must immediately report to their manager any accident and any moving or non-moving violation for which they are cited while driving a vehicle. The Company accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on Company business under any circumstance. All liabilities created by any citation will be the responsibility of employees who receive them.
  - All employees operating vehicles on Company business are required to obey all traffic regulations.

### In the Event of An Accident

Employees who are involved in an accident in the course of using any vehicle on Company business are expected to adhere to the following procedure:

- Do not argue (nothing is gained), do not admit liability, and do not make a statement to anyone except the police, your manager, or other appropriate Company management.
- Obtain the names and addresses of:
  1. Owner of other vehicle(s)
  2. Insurance Carrier of the other driver(s)
  3. Witnesses
  4. Injured person(s)
  5. Other driver(s), including the number of and state issuing the driver's license
- Note these items:
  1. Speed of each vehicle with its direction of travel
  2. Signal given by each driver, if any
  3. Point and time of accident
  4. Any mechanical aspect of the other vehicle, which may have caused the accident (e.g., no brake lights, etc.)
- Promptly report any damage done to a client, the public, the Company, an employee, or their property to management.

Accident reports and insurance company contacts will be promptly handled by Human Resources.

### **SUSPENSION/REVOCAION OF EMPLOYEE'S DRIVERS' LICENSE**

Any employee whose duties include driving has a significant responsibility to the Company and the general public to operate a motor vehicle in a safe and appropriate manner. Peak



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Financial Partners Inc. has responsibilities to its employees, the general public, and its insurance carrier in respect to employees who drive as part of their job duties.

Peak Financial Partners Inc. requires employees with driving responsibilities to inform Human Resources within 24 hours if an employee's drivers' license has been suspended, revoked, or if the employee's liability insurance has been canceled or modified in any manner. Employees who fail to comply with this policy will be subject to immediate corrective action, up to and including discharge.

Employees are expected to operate motor vehicles in a safe and reasonable manner that conforms to all applicable traffic and safety laws. Under no circumstance will Peak Financial Partners Inc. be responsible for paying traffic violation fines for employees.

### **EMERGENCY CLOSING**

At times, emergencies such as severe weather, fires, power failures, earthquakes, or planned/unplanned civil disturbances can disrupt Company operations. In extreme cases, these circumstances may require the temporary closing of the Company.

When the decision to close is made, employees will receive official notification from management, and time worked will be paid. When the decision to close is made before the workday begins, time off from scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as accrued unused vacation benefits. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.



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## EMPLOYEE HEALTH AND SAFETY

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### DRUG AND ALCOHOL POLICY

The Company has a critical interest in ensuring the health, safety, and well being of its employees and maintaining a safe and efficient work environment.

The possession, use, or sale of controlled substances (such as marijuana, cocaine, heroin and other drugs) in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful, and efficient operations. Likewise, the possession, use, or being under the influence of alcohol in the workplace poses safety and production risks. All employees must report to work in a fit condition to perform their jobs safely and well.

The manufacture, use, sale, purchase, possession, or distribution of alcoholic beverages and/or illegal drugs or controlled substances by any employee while on Company property or in a vehicle while performing Company business is strictly prohibited. Coming to work with illegal drugs in the employee's system or being under the influence of alcohol or drugs while performing Company business or while on Company property is strictly prohibited.

This policy covers illegal drugs, including marijuana, as well as prescribed or over-the-counter drugs that are not legally obtained or are not being used for prescribed purposes. Using or being under the influence of any legally obtained drug while performing Company business while in a Company facility or on Company property, or while operating a Company vehicle or equipment is prohibited to the extent that such use or influence affects job safety or efficiency. Impairment from the use of alcohol or drugs may affect the safety of co-workers, clients or members of the public, job performance, and the safe and efficient operation of Company facility.

Employees who are or will be using legally prescribed drugs that may affect their performance or impair their judgment should immediately inform their manager. The Company may request written certification that the drug is safe to use when working. An employee may continue to work if the Company determines that the employee does not pose a safety threat and/or that job performance is not affected by use of the drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate measures.

Violation of this policy will result in corrective action, including discharge, even for a first offense.

#### Drug and Alcohol Testing

If the Company has a reasonable suspicion that an employee may be using drugs or alcohol, or may be under the influence of or impaired while at work, or when reporting for work, that employee may be ordered to submit to a drug test conducted by a professional medical staff and laboratory. Likewise, when the Company reasonably suspects that an employee's impairment from drugs or alcohol may have been a factor in an injury or accident during work or while operating Company equipment or a vehicle, that employee may also be ordered to take a drug test conducted by a professional medical staff and laboratory. Reasonable



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suspicion means suspicion based on information regarding the appearance, behavior, speech, attitude, mood and/or breath odor of any employee, or based on other fact or indication of the matter suspected.

The Company may also require a drug or alcohol test after an offer of employment, but before the applicant starts work; when an employee is found in possession of alcohol or an illegal drug, or alcohol or an illegal drug is found in an area controlled or used by the employee; when an accident, near-miss or incident occurs in which safety precautions are violated or careless acts are performed, and a reasonable suspicion exists that the employee involved has alcohol or an illegal drug in his or her system; after an employee has participated in a rehabilitation program; and when required by state or federal law or regulation.

Such examination and/or tests, when requested, will be on Company time, are considered a condition of employment, and will be at the sole expense of the Company. Transportation will be provided to and from the medical facility. If the employee tests positive, the employee may be subject to immediate discharge. Should an employee refuse to submit to the requested examination or test, the employee may be subject to corrective action, up to and including discharge.

#### Company Inspections

The Company retains the right to search and inspect all Company owned property and premises, including common areas used by employees, to detect the presence of drugs, controlled substances, or alcohol. Company owned property includes, but is not limited to, machinery, equipment, furniture, lockers, buildings, and vehicles. In addition, the Company may question employees and inspect any of their packages or belongings when entering or leaving Company premises. Such inspections may occur at any time, with or without notice. As a condition of employment, every employee is expected and required to fully cooperate with any search being conducted to detect the presence of drugs or alcohol on Company property.

#### Alcohol and Drug Rehabilitation

An employee who may have an alcohol or drug problem is encouraged to seek treatment before his/her performance or conduct is affected. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless it imposes an undue hardship on the Company. Employees may use any available sick leave as well as any accrued, unused vacation benefits for the purpose of entering and participating in such a rehabilitation program.

A request by an employee for assistance or participation in an alcohol or drug rehabilitation program may not be used by the employee as means of avoiding any corrective action, up to and including discharge, when there has been a violation of this policy. The Company is not obligated to reemploy any person who participated in treatment or rehabilitation if that person's job performance remains impaired due to dependency.

### **OCCUPATIONAL HEALTH AND SAFETY**

The Company is dedicated to a goal of maintaining standards for the safety and health of its employees. As part of that goal, the Company is committed to providing employees with a



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work environment that is conducive to safe, effective, and productive job performance. The health and safety of our employees is a priority. All employees must follow safe working practices and instruct others to work safely.

Employee safety is and will remain an integral part of our operation. We heartily welcome and support this program. The administration of the program is assigned to our managers and supervisors. Managers and supervisors have been given the full responsibility to enforce the safe job procedures developed for each job function. However, prevention of injuries in our operation is only possible through a team effort doing everything possible to provide a safe working environment. We expect all employees to do everything possible to avoid creating conditions that can result in injury.

Employees are expected to follow all applicable safety procedures and when uncertain of the safe way to do the job, ask for help. We ask employees to inform their supervisors of any perceived hazards, and we expect each employee to exhibit the same enthusiasm and pride in supporting our safety program that we do in providing the service that our clients expect from us. Let us work together to maintain a safe environment for all of us.

### Accidents

All accidents must be immediately reported to the employee's immediate manager and to Human Resources. Any injury, no matter how minor, which occurred at the workplace or during the course of employment must be reported promptly. Employees may be entitled to Workers' Compensation benefits for on-the-job injuries, and prompt, accurate reporting of accidents will assist in obtaining the benefits.

### Safety

It is our policy to provide and maintain a safe working environment for our employees. By using good judgment, following proper safety procedures when lifting and carrying heavy objects, and operating equipment properly, employees will help Peak Financial Partners Inc. meet its objective of preventing personal injury and property damage. Employees who jeopardize or violate health and safety rules are subject to corrective action, up to and including discharge. The following are a few of the safety guidelines employees must follow:

- Report any unsafe or hazardous condition to management immediately. Reports and concerns about a workplace health and safety issue or the existence of a hazardous condition or practice in the workplace may be made anonymously, if the employee wishes. All reports can be made without fear of reprisal.
- Comply with the Company's safety rules.
- Do not operate defective equipment, and report all equipment defects to Human Resources immediately. Under no circumstances should any repairs be attempted by anyone other than authorized maintenance personnel. It is the employee's responsibility not to operate defective equipment.
- Notify management or Human Resources of any emergency situation.
- Avoid awkward positions when bending, stooping, or turning.
- Request assistance when lifting, pushing, or carrying heavy objects.



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- Be cautious in the use of extension cords and multi-unit plugs.
  - Do not leave any obstructions on the floor. General housekeeping is each employee's responsibility.
  - Do not block any exit doors or electrical panels.
  - Know the location, contents, and use of first aid, fire equipment, and other safety equipment.

Employees who violate health and safety standards, who cause hazardous situations, or who fail to report or, where appropriate, remedy such situations may be subject to corrective action, up to and including discharge.

### On the Job Accidents

All accidents, whether to an employee, customer, or visitor, must be immediately reported to a supervisor and Human Resources. Peak Financial Partners Inc. provides full diagnostic and medical treatment for any employee who suffers an injury or illness on the job.

- Employees are required to notify their supervisors immediately if suffering an industrial injury. Failure to properly notify management may delay any claim for compensation and may result in disciplinary action up to and including termination.
- As part of the accident investigation, all employees involved in the industrial injury may be required to submit to a post-accident drug test if the Company reasonably suspects that an employee's impairment from drugs or alcohol may have been a factor in the injury.
- If an employee experiences an emergency at work, a supervisor and Human Resources must be notified immediately. A supervisor or Human Resources will arrange for transportation to an emergency treatment facility. Transportation for additional treatment will be the responsibility of the employee.

Supervisors will be required to make a written report of the on-the-job injury/illness on the required forms. These forms must be completed immediately and submitted to Human Resources.

- Peak Financial Partners Inc. maintains all required logs and reports, posts appropriate notices on the bulletin boards, and ensures that notices are current and adequate.
- When a minor first aid injury occurs, utilize the closest first aid station to where the injury occurred.

Emergency care beyond the ability of a first aid station will be provided by a Peak Financial Partners Inc. designated medical facility.



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## **FIRST AID**

First aid kits are located in the kitchen. All injuries on Company property must be immediately reported to an immediate supervisor and Human Resources.

## **ERGONOMICS**

The Company is subject to Cal/OSHA ergonomics standards. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. The Company 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 desire to create a risk-free environment. Questions regarding ergonomics should be directed to Human Resources.

## **EMERGENCY ACTION**

Employees are required to know the location of all emergency exits in their work area and the routes to these exits.

Employees are to know the location of all alarms and fire extinguishers and become familiar with the proper use of emergency equipment should the need ever arise. Employees are also to review and become familiar with the Company's emergency evacuation plan and to clarify any unclear aspect of our emergency procedures with their manager or Human Resources.

## **WORKPLACE SECURITY AND ANTI-VIOLENCE POLICY**

Peak Financial Partners Inc. is committed to providing a workplace that is free from acts or threats of violence. Although some kinds of violence result from societal problems that are beyond the Company's control, Peak Financial Partners Inc. believes that certain measures can increase protection for employees and help provide a secure workplace. Accordingly, the Company prohibits any employee from threatening or committing any act of violence in the workplace or while on Company business. This policy also forbids employees or anyone else (except authorized armed security or police personnel, acting in their official capacity) from carrying or bringing a gun or any weapon on Company premises or while conducting Company business.

The Company believes prevention of workplace violence begins with recognition and awareness of potential early warning signs of a situation that presents the possibility of violence. Workplace violence includes threats of any kind; threatening or physically aggressive or violent behavior; harassing or threatening phone calls; stalking; other behavior that suggests a propensity toward violence such as belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of Company property; a demonstrated pattern or refusal to follow Company policies and procedures; defacing Company property or causing physical damage to the facilities; or bringing weapons or firearms of any kind on Company premises.



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## Early Warning Signs

- History of threatening or violent behavior
- Paranoia or easily panicked behavior
- Fascination or preoccupation with weapons, particularly weapons or explosives that could be used for mass destruction, such as semi-automatic guns
- Extreme life stress from personal problems or life crisis
- Events affecting workplace conditions and/or generating stress
- Identifying with incidents of workplace violence reported in the media and either condoning or sympathizing with the actions of individuals committing violence
- Being a loner with little or no involvement with other employees
- Engaging in frequent disputes with supervisors or co-workers
- Obsessive involvement with one's job, particularly where it occurs with no apparent outside interests

## Threats of Violence:

- Throwing objects
- Making a verbal threat to harm another individual or to destroy property
- Making menacing gestures
- Expressing significant grudges against co-workers
- Displaying intense or obsessive romantic interest that exceeds the normal bounds of interpersonal interest
- Attempting to intimidate or harass other individuals
- Behavior indicating that the individual is significantly out of touch with reality and that he/she may pose a danger to him/herself or to others

Employees are expected to help the Company keep the workplace free from illegal, unauthorized or potentially violent or dangerous activities. Any employee who is subjected to or threatened with violence by a co-worker, resident or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to their supervisor and to Human Resources immediately. The matter will be handled appropriately and with as much confidentiality as possible. All reports of such activities including workplace violence will be taken seriously, investigated thoroughly, and corrected promptly.

Employees should request assistance from the nearest available manager to help resolve any difficult situation or security problem. Do not confront any person who is hostile or overly agitated. Instead, immediately report to management any person(s) who acts in a suspicious, hostile, or violent manner.

In addition to these efforts, all employees are to notify management of any security hazards. Recommendations of appropriate action to prevent workplace violence and limit access to work areas by unauthorized persons should be made to management or Human Resources.



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## MISCELLANEOUS POLICIES

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### COMPANY SPONSORED SOCIAL EVENTS

Employees are not required to attend or participate in any off-duty party or recreational, social, or athletic activity. The Company periodically may sponsor such voluntary activities for employees and their immediate families, but no employee is required or expected to attend.

Employees are advised and expected to refrain from drinking alcoholic beverages or engaging in any other activity to the extent that it would cause him/her to be unfit for the safe operation of a motor vehicle, or to behave in an intoxicated or disorderly manner. Any employee who feels his or her driving skills or reaction times might be impaired, even a little, should not drive. Safe options include but are not limited to: taking a cab home, calling a friend or relative for a ride, asking another employee who has not been drinking alcohol for a ride home, or requesting any supervisor or manager to arrange transportation.

Participation in any off-duty Company sponsored recreational, athletic, or social activity is strictly voluntary and is at the employee's own risk. The Company assumes no liability for any injury or accident arising out of any off-duty party, social event or recreational activity. It is important to remember that injuries or illnesses that may result from participation in a Company sponsored recreational, athletic, or social activity are not covered by Workers' Compensation Insurance.

The behavior of all employees and their guests attending a Company sponsored social event is expected to conform to the provisions in the Conduct Guidelines section in this Handbook.

### HOUSEKEEPING

The Company wants to provide an attractive and pleasant atmosphere for its employees and clients. All employees are expected to keep their work areas clean, organized, and uncluttered. It is important that employees understand and fulfill responsibilities to the Company and fellow employees when it comes to housekeeping.

It is every employee's responsibility to keep all work areas clean and trash-free. This includes such items as the refrigerator, microwave, and coffee maker. All employees are expected to help in this regard by cleaning up and disposing of food, drink and trash properly at the end of each rest or meal period. Employees are responsible for the cleaning of the mugs, glasses, dishes and utensils that he or she uses. In general, it is for the safety and benefit of everyone that we keep our facilities and workstations clean and orderly. The result will be a work environment in which we all can take pride.

### LACTATION ACCOMMODATION

The Company provides sufficient break time for employees who are breast-feeding to express milk at work. When possible, this need should coincide with the employee's paid rest time.



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Any additional time will be unpaid. When possible, supervisors will consider flexible schedules to accommodate an employee's needs. If the employee requiring this break does not normally work in an area that can be made private, the Company will make reasonable efforts to provide the use of a room or other nearby location for privacy.

## **LITERACY EDUCATION**

Peak Financial Partners Inc. wishes to assist employees who require time off to attend an adult literacy program. Any employee who needs time off to attend such a program should inform Human Resources. The Company will attempt to make reasonable accommodations for the employee by providing unpaid time off unless it would cause an undue hardship. It will also attempt to safeguard the privacy of the employee's enrollment in such a program.

## **MEDIA CONTACT**

Information is not to be given to the media by any employee or staff member. In the event the media makes contact, the employee should request the name, phone number and the organization represented. The employee should then promptly give that information to a Principal of the Company.

## **REIMBURSEMENT OF BUSINESS EXPENSES**

Certain employees may incur business expenses in the course of their duties. Employees must obtain authorization in advance, and all business expenditures must be documented on an expense report which shall be submitted to the supervisor for review and approval. Once approved the expense report and receipts will be forwarded to accounting for payment. All original receipts for expenses are to be attached to the expense report with an explanation as to the nature of the expense. In the case of promotional or entertainment expenditure, the names of the persons and the business purpose for the meeting must be included.

The Company must approve all business expenses, including any airline travel or hotel reservations, before they are incurred. Expenses will be paid by the employee and reimbursed upon submitting an expense report and receipts, unless a travel advance or other arrangements have been made. For questions regarding how particular expenses should be handled, contact the Accounting Department, or check with management or a Principal of Peak Financial Partners Inc. before incurring the expenses.

## **SEMINAR/CONFERENCE ATTENDENCE & CONTINUING EDUCATION**

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of Peak Financial Partners Inc. or the individual employee. Attendance at such activities may be required by Peak Financial Partners Inc. or requested by individual employees. Attendance may not be considered an authorized activity, subject to the Company's policies on reimbursement and compensation, unless prior written approval has been issued by the direct supervisor.



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While participating at a seminar or conference employees may attend social functions. Employees are advised and expected to refrain from drinking alcoholic beverages or engaging in any other activity to the extent that it would cause him/her to be unfit for the safe operation of a motor vehicle, or to behave in an intoxicated or disorderly manner.

Prior to attending any outside activity, employees must submit a written request to a direct supervisor detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose and justification for attendance.

### Seminars

Where attendance is required or authorized by Peak Financial Partners Inc., the Company will reimburse reasonable business expenses, which generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with the Partners of Peak Financial Partners Inc. in advance. Employee attendance at such authorized outside activities will be considered time worked and will be compensated in accordance with normal payroll practices.

### **VISITORS**

All visitors must enter Company facilities at the main entrance and may not enter work areas without specific management permission. Any unauthorized person or persons on Company property will be asked to leave immediately. Those employees who allow unauthorized visitors to enter the premises in any way will be subject to corrective action, up to and including termination.



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## APPENDIX

This appendix contains employees' copies of the documents listed below that employees are required to sign as a condition of employment by Peak Financial Partners Inc.

### ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK



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## ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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*All employees of Peak Financial Partners Inc. must read the attached Employee Handbook, then sign, date, and return this page to Human Resources within two weeks of receipt.*

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Employee Name  
(Please Print)

This will acknowledge that I have been given a copy of the Peak Financial Partners Inc. (herein after "Company") Employee Handbook. I understand that this Handbook supersedes all previous employee handbooks, written policies, oral and written agreements, procedures, manuals, and memoranda regarding the terms and conditions of my employment. I acknowledge that I am expected to read, understand, and adhere to the Company policies documented in this Handbook. I understand it is my responsibility to comply with the policies contained in this Handbook and any revisions made hereafter. I understand and agree that if I have any questions about the policies contained in this Handbook, I will consult my supervisor or Human Resources.

I acknowledge I entered into my employment relationship with the Company voluntarily and agree there is no promise of long-term employment and no specified length of employment. I understand and agree that I have the right to leave the Company at any time, with or without cause or advance notice, and that the Company has the same right to terminate my employment at any time, with or without cause or advance notice. I understand that this at-will nature of my employment, which includes the right of the Company to demote, transfer or discipline me with or without cause or notice, cannot be changed, waived, or modified, except in an individual written employment contract, signed by both me and the Partners of the Company.

I understand that other than the Company's policy of at-will employment, the statements contained in the Handbook are not intended to create any contractual or other legal obligations of the Company. I further understand that, other than the at-will policy, the Company may revise, modify, supplement, or rescind any of the policies summarized in this Handbook without advance notice to me.

I understand that if I am an employee who is covered by this Handbook and I have subsequently entered into a written employment agreement signed by me and the Partners, the guidelines, procedures and benefits discussed in this Handbook are not applicable to the extent they are inconsistent with my written employment agreement. However, if the written agreement does not address conditions or terms set forth in the Handbook, the Handbook shall apply to me.

I acknowledge that the Company's property and electronic systems, as discussed in this Handbook, belong to the Company and the Company has the right to monitor, inspect and search all property and technical resources at any time. I consent to the Company monitoring, inspecting and searching. I acknowledge I have no expectation of privacy in connection with my use of the Company's property and/or electronic systems.

My signature below certifies that I understand this acknowledgment, my at-will status, and the Company's right to search and monitor.

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Employee Signature

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Date