



Confidential -- For Internal Use Only

Greenstaff Medical USA

Internal Employee Handbook

JUNE 2022

THIS IS NOT A CONTRACT OF EMPLOYMENT



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MESSAGE TO OUR EMPLOYEES

Welcome to Greenstaff Medical USA!

May I take this opportunity to welcome you to our company. Our growth is based on the people that work here, and by you deciding that you want to share your experience with us as a business will only see us improve. We are extremely proud of our organization and the team we have brought together to benefit and promote our business. It is fully understood and readily accepted, that our employees are our most valuable asset and the key means by which we can achieve our goals of growth, profitability and ongoing success.

The first question to ask is ***“Why is Greenstaff Medical USA here? Why are we all here? What is the purpose of the business?”***. Greenstaff Medical USA was established in 2018 and its purpose was to improve patient care by offering more access to clinical staff to save lives. We are keen to emphasize that service led culture with our values and behaviors at the heart of the business.

How?

In order to do this, we will have 3 main pillars to help focus this in the next 3 years.

1. **Customer Experience.** Greenstaff Medical USA is a people business, and the Internal and External Customer experience is key to growing and retaining talent in the business.
2. **Portfolio Management.** We are not going to be solely reliant on the one client for success in our business. As a result, we are going to expand our portfolio in regard to markets and geographies. There is still plenty of opportunity to solidify our position and market share in the Global Medical Market.
3. **Commercial Shared Services.** A commercial revenue generating Shared Service Team will mean more investment and additional career opportunities for our internal teams to progress.

Your journey is in your hands

We need all of you to take your careers as seriously as I do. We need you to own the narrative of what you want to do and where you want to go. Where are you going to be in 5 years' time? What do you need to do to get there? I am at the bottom of the pyramid looking to give you the environment to be successful. We want to work in an environment of successful and happy people who are hitting their own personal goals.

The only person who can make you happy and get you to where you want to go is you. If you need help or training or if there is anything we can do, you have to let us know.

And, finally

Greenstaff Medical USA's purpose is to improve patient care by offering more access to clinical staff and thereby save lives. We can never forget the **“WHY”** for Greenstaff Medical USA to be relevant. We want Greenstaff Medical USA to be the best company to work for. The only way to do this is with great people, our most important asset who share the same values, behaviors, and ambitions to get us there. I believe we have a team of great people who will help us achieve Greenstaff Medical USA's vision and goals and who we will continue to develop and support.

In order for us to continue providing our clients with the highest quality standards of service, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities. We will ask nothing of you that we would not ask of ourselves, that being;

loyalty, honesty and hard work. Each of us has an important part to play and all of us are reliant upon one another making a full contribution towards generating a harmonious and efficient working environment.

Our aim in producing this document is to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us. The handbook and corresponding policy documents form part of your contract of employment with Greenstaff Medical USA. The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us.

I hope you find this a useful guide during your time with us. However, if you are unable to find the answer to your question here, please feel free to contact your supervisor who will certainly be able to find an answer for you.

Final note: I am always open to any suggestions you have in regards to improving the business. Feel free to contact me, details are below.



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MISSION STATEMENT

To improve patient care.

VALUES

Our brand philosophy and values are at the very core of everything we do. We understand that our company has three major stakeholders: our clients, our candidates, and our employees; and we can only deliver on what we promise by ensuring that each of these have trust in the company, its services and its vision. By applying our core values to everything we do, we differentiate ourselves from our competitors and lay the foundations on which we can build long-term, successful relationships today, and in the future.

1. Open

We are completely open and honest both internally and externally. We understand that only by hiding nothing and being completely transparent can we then build trust, confidence, and commitment with all around us.

2. Family

We believe that as one team we will achieve more than on our own. By working together and sharing knowledge we gain a greater understanding of the challenges we each face. With a shared purpose and common goal, we inspire and motivate all around us to excel in what we do to ensure our continued success.

3. Passion

We are passionate about everything we are and everything we do. From our brands and colleagues to our clients and candidates. We take pride in working at Greenstaff Medical USA and always strive to bring positivity, determination, and energy to work.

INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with Greenstaff Medical USA and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Greenstaff Medical USA to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As Greenstaff Medical USA continues to grow, the need may arise and Greenstaff Medical USA reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or Greenstaff Medical USA to end our relationship for any reason, pursuant to any required notice provisions. Employees will, of course, be notified of such changes to the handbook as they occur.

This employee handbook supersedes and replaces any and all prior handbook or policy manual that may have been provided to employees at your worksite prior to your employment with Greenstaff Medical USA. These policies are not a legal document or an employment contract.

We have designed this Handbook to serve as a resource for information and policies, procedures, and practices relating to your employment with Greenstaff Medical USA (“the Company”).

This Handbook is intended to answer many of your questions and provide information on matters of importance to you as an employee. It is organized as follows:

- Introductory Statement
- Code of Conduct
- Employment Practices
- Classification and Pay Policies
- Employee Benefits
- Time Off and Leave of Absence
- Employee Policies
- Accommodations

Please understand that the Handbook is not an employment contract and is not intended to create contractual obligations of any kind. The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this guide or in any other document, at any time, except for the policy of at-will employment. Changes to this Handbook will be distributed to you, as soon as reasonably possible, so that you will be aware of new or revised policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook. Your continued employment with the Company is considered acceptance of all policies and procedures. In certain instances, specific information regarding your work will be provided by your supervisor.

Additionally, the policies and procedures in this Handbook are for general reference only and may not be applicable in all cases. All previously issued handbooks and any inconsistent policies, or benefit statements, are superseded by this Handbook. You are encouraged to visit with your supervisor whenever you need additional information or wish to discuss issues relative to your employment with the Company.

EQUAL OPPORTUNITY & DIVERSITY

1. Equal Employment Opportunity

Greenstaff Medical USA recognizes that discrimination in the workplace, in any form, is unacceptable and, in most cases, also unlawful. Our aim as an organization is to encourage, value and manage the diversity of our employees and candidates. We have therefore adopted an Equal Opportunities Policy, to ensure that all job applicants and employees are treated fairly and without favor or prejudice. We are committed to applying this policy throughout all aspects of employment, including selection, job assignment, compensation, promotion, discipline, termination, and access to benefits and training. In all situations, people will be judged solely on merit or ability.

The following sets down the key points of the policy, any breach of the policy will lead to disciplinary action, which may include dismissal, up to and including summary dismissal for proven acts of gross misconduct.

Each and every employee has a duty to observe and apply the policy at all times.

- Greenstaff Medical USA does not discriminate in employment opportunities or practices on the basis of race, color, religion, genetics, sex, national origin, age, disability, or any other characteristic protected by law. Interview questions will be related to the requirements of the job, and we will not seek irrelevant qualifications. Applicants will be short listed/selected solely on the basis of capability.
- Greenstaff Medical USA regularly reviews our selection criteria, job specifications and competency frameworks to ensure compliance with all current regulations. We also ensure that search areas covered, and any media we use reaches all groups.
- Greenstaff Medical USA also monitors all applications, appointments, promotions for all staff, and reasons for such decisions to ensure that the equal opportunities policy is working.
- Each and every employee has an obligation to make a positive contribution towards engendering an environment of equal opportunity throughout the business.
- The Grievance Procedure (*page 54*) is available to any individual who believes that they have been discriminated against, and the Company would urge those individuals to pursue their rights, through this channel.

We understand that embracing individual uniqueness brings creativity and vitality to our environment.

2. Americans with Disabilities Act (“ADA”)

Greenstaff Medical USA is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities. Greenstaff Medical USA may make reasonable accommodations for qualified individuals with known disabilities where appropriate, unless doing so would result in an undue hardship for the Company.

In general, it is your responsibility to notify your supervisor of the need for an accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, Greenstaff

Medical USA may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

Greenstaff Medical USA is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. Greenstaff Medical USA will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. Greenstaff Medical USA is committed to taking other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

3. Immigration Law Compliance

Greenstaff Medical USA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Greenstaff Medical USA within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

4. Employee Relations

Greenstaff Medical USA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Greenstaff Medical USA amply demonstrates its commitment to employees by responding effectively to employee concerns.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

NON-HARASSMENT & ANTI-BULLYING POLICY

Greenstaff Medical USA is committed to providing a professional, business-like work environment that is free from all forms of discrimination and harassment, including bullying. Discrimination, harassment and bullying are not only unacceptable, but they are also unlawful. To this end, Greenstaff Medical USA will take all practicable steps to ensure our work environment is free from physical, psychological, or verbal harassment and that all people are treated with respect and dignity provide a similar working environment. All employees have a duty to achieve and contribute to achieving a harassment free environment.

To constitute harassment, the complained of behavior must be unwelcome. It is up to each employee to decide, irrespective of the attitudes of others to the matter:

- what behavior is unwelcomed
- from whom, if anybody, such behavior is welcome or unwelcome

The fact that an individual has previously agreed to the behavior does not stop them from deciding that it has become unwelcome. It is the unwanted nature of the conduct which distinguishes harassment from behavior which is welcome and mutual.

In addition, employees of Greenstaff Medical USA can be assured that all complaints are treated confidentially, seriously, and sympathetically. To this end, we have developed a Grievance Procedure, detailed later in this handbook to assist our employees raise issues of concern.

No employee will be penalized or disadvantaged as a result of raising concerns or complaints relating to discrimination, harassment or bullying.

1. What Is Bullying?

Bullying may be characterized as offensive, intimidating, malicious or insulting behavior, and abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient that creates a risk to health and safety.

Bullying is not an acceptable part of our work culture. Furthermore, bullying is a significant occupational health and safety consideration, if it occurs in the workplace or a working environment, as it can cause harm to a person's health and wellbeing, both physical and psychological. Bullying does not cover situations where an employee has a grievance about legitimate and reasonable:

- performance management processes
- disciplinary action
- allocation of work in compliance with systems

2. What Is Harassment?

Harassment encompasses a broad range of physical or verbal behavior that may include, but is not limited to, the following:

- Verbal conduct such as threats, epithets, derogatory jokes, comments or sounds, slurs or unwanted advances and invitations.
- Visual conduct such as derogatory and/or sexually oriented posters, objects, photography, computer screen savers or wallpaper, drawings or gestures, displayed in the work environment or sent via e-mail, including cyber bullying.
- Physical conduct such as inappropriate gestures and looks, assaults, unwanted touching, blocking normal movement or interfering with work.
- Practical jokes, horseplay or teasing that makes fun of or is offensive.
- Retaliation for having reported or threatened to report harassment.

Sexual Harassment can differ from other types of harassment. Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to the conduct is made either an explicit or implicit condition of employment.
- Submission to or rejection of the conduct is used as a basis for employment-based decisions, salary, or other benefit changes affecting the harassed person.
- The harassment substantially interferes with an employee's work performance or creates an intimidating, difficult, hostile or offensive work environment.
- The nature of the harassment is verbal abuse of a sexual nature, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations.

Greenstaff Medical USA's harassment policy prohibits any behavior that could be perceived as harassment by all persons involved in the operation of Company business including any employee, supervisor, vendor, or other individual affiliated with the Company in any way. We consider a violation of this policy to be very serious. The Company will take swift and appropriate action against offenders, up to and including termination or ending the business relationship.

3. What Should Employees Do?

Bullying and harassment is to be dealt with and should not be ignored (as ignoring the behavior could be taken as tacit consent). Anybody who experiences or witnesses' harassment or bullying is encouraged to either:

- inform the offender that the behavior is offensive and unacceptable and against company policy; or
- seek assistance in having the behavior stopped. This may include making a report or a complaint following procedures outlined in our Grievance Procedure.

The Management Team responsibility will be to:

- lead by example
- promote awareness
- respond sensitively
- ensure that the alleged perpetrator is treated fairly
- ensure there will be no victimization
- monitor and follow up the situation after a complaint is made so that harassment does not reoccur

We believe a workplace environment which is free from hostility enables people to contribute more effectively to organizational success and to achieve higher levels of job satisfaction. People cannot make their best contribution when under fear of harassment, bullying or abuse. Each and every employee has a duty to observe and apply the policy at all times. Failure could lead to disciplinary action.

4. What Happens When An Employee Reports A Harassment Issue?

All issues will be investigated immediately, with no exceptions. Your identity as well as the identity of the individual who has exhibited the harassing behavior will be kept as confidential as possible. However, to conduct a thorough investigation for resolving the issue it is sometimes necessary to reveal the source of the issue. In this case, we will endeavor to notify you first.

(a) Will the employee be retaliated against?

The Company is opposed to retaliation against a person who has raised a harassment issue. If this occurs, please report the conduct immediately. Any retaliatory behavior may result in corrective action, up to and including termination for individuals exhibiting such behavior.

(b) What happens after the investigation?

Once the incident has been thoroughly investigated, Greenstaff Medical USA will take preventive and/or corrective action where appropriate. Any person exhibiting harassing behavior will be subject to immediate corrective action, up to and including termination. Offenses by vendors, clients, or customers will be handled through the offender's company, as appropriate.

Additionally, it is important to keep in mind that a charge such as this can cause serious damage to the personal reputation and career of the person accused. In our support for all people, when a thorough investigation determines that the claim is unfounded, we will manage the situation appropriately. This is not to discourage you from raising an issue; we just ask that you carefully consider the situation before making a claim.

(c) What else can the employee do?

Once again, we are committed to supporting the people who drive the success of this Company. In no case do we want you to endure behavior that will hinder you in your success. Don't let it go unreported and have confidence that the issue will be dealt with appropriately.

ENVIRONMENTAL POLICY

Greenstaff Medical USA will ensure that every aspect of our activities is conducted in accordance with sound environmental practices. We will achieve this by:

- minimizing the consumption of natural resources and energy, whilst consuming material goods in moderation
- reducing the creation of waste by the adoption of improved operating practices and by the recycling of materials whenever practical
- investing in the development of new products and processes that have an improved performance regarding their impact on the environment
- complying with environmental legislation

Greenstaff Medical USA aims to foster among its employees, clients, shareholders and communities local to its operations, an understanding of environmental issues in the context of its business. Our collective task is to ensure that we continually improve the environmental impact of our activities.

By this policy Greenstaff Medical USA recognizes its responsibility towards protection of the environment. This statement is a commitment of both management and employees to minimizing the environmental impact of its operations.

ANTI-BRIBERY POLICY & PROCEDURES

1. What Is Bribery?

A bribe is an inducement or reward offered, promised, or provided in order to gain any commercial, contractual, regulatory or personal advantage. Bribery is a criminal offense. We do not, and will not, pay

bribes or offer improper inducements to anyone for any purpose, nor do we, or will we, accept bribes or improper inducements.

To use a third party as a conduit to channel bribes to others is a criminal offense. We do not, and will not, engage indirectly in or otherwise encourage bribery.

We have zero-tolerance towards bribery. We aim to maintain anti-bribery compliance “business as usual”, rather than as a one-off exercise.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate.

2. Objective Of This Policy

This policy provides a framework to enable employees to understand and implement arrangements enabling compliance. It will also enable employees to identify and effectively report a potential breach. For information on how to report a breach, refer to page 16 in this handbook.

We require that all employees:

- act honestly and with integrity at all times and to safeguard the company’s resources for which they are responsible
- provide information and guidance to those working for us on how to recognize and deal with bribery and corruption issues

We have identified that the following are particular risks for our business:

- employees accepting gifts or hospitality;
- employees providing gifts or hospitality;
- payments made to sources who by providing such information are acting outside the scope of their employment.

To address those risks, we have:

- communicated to all employees the new anti-bribery policy, gift and hospitality guidelines and a reminder of the existing confidential reporting policy by way of this handbook;
- included the anti-bribery policy and the gift and hospitality guidelines in this Greenstaff Medical USA Employee Handbook

In this policy, third party means any individual or organization you come into contact with during the course of your work with us, and includes actual and potential clients, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

3. Scope Of This Policy

This policy applies to all of the company’s activities.

Within the company, the responsibility to control the risk of bribery occurring resides at all levels of the organization. It does not rest solely within management, but in all business areas and with all individuals.

This policy covers all employees, including all levels and grades, including senior managers, officers, directors, employees (those permanently, temporarily employed and fixed term), consultants, contractors, trainees, seconded employees, home workers, casual workers and agency employees, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as workers, temporary agency employees, contractors, non-executives, agents, members (including independent members), volunteers and business consultants.

4. Commitment To Action

Greenstaff Medical USA commits to:

- setting out a clear anti-bribery policy and keeping it up to date
- making all employees aware of their responsibilities to adhere strictly to this policy at all times
- encouraging its employees to be vigilant and to report any suspicions of bribery, providing them with suitable channels of communication and ensuring sensitive information is treated appropriately
- rigorously investigating instances of alleged bribery and assisting police and other appropriate authorities in any resultant prosecution
- taking firm and vigorous action against any individual(s) involved in bribery
- provide information to all employees to report breaches and suspected breaches of this policy.

5. Gifts And Hospitality Guidelines

There is no ban on corporate hospitality. Employees can continue to provide tickets to sporting events, entertain clients, and offer gifts to clients as a reflection of good business relations, provided that it is reasonable and proportionate to the business. Any gifts or hospitality received must still be authorized by the CEO; if someone is unsure about what is “reasonable and proportionate” with regard to corporate hospitality they must seek authorization from the CEO.

For your guidance, accepting a gift from or giving a gift to a third party is not prohibited, if the following requirements are met:

- it is not made with the intention of influencing a third party to obtain business or a business advantage will be received, or to reward a business advantage already given;
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to “facilitate” or expedite a routine procedure;
- accept payment from a third party that you know, or suspect is offered with the expectation that it will obtain a business advantage for them;
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return.

Gift Acceptance Policy

Non-Director level Employees of Greenstaff Medical USA and their immediate family members are prohibited from giving or accepting gifts or favors from contractors, vendors, suppliers, or other companies or individuals either currently providing goods or services purchased by Greenstaff Medical USA or seeking to provide such goods or services. This policy restricts non-directorial level employees and their immediate family members from accepting any gifts/favors, including but not limited to: meals, other foods and beverages, gift certificates, trips, employment, products or equipment in excess of \$100.00.

If you receive a gift in excess of \$100.00, inform the sender of our policy on accepting gifts and return the gift to the sender immediately. Notify your supervisor of the gift and provide your supervisor with the information confirming that the gift has been returned.

6. Employees' Responsibilities

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the company or under its control. All employees are required to avoid activity that breaches this policy.

You must:

- ensure that you read, understand and comply with this policy;
- raise concerns as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future.

As well as the possibility of civil and criminal prosecution, employees that breach this policy will face disciplinary action, which could result in dismissal for gross misconduct.

7. Raising A Concern

Greenstaff Medical USA is committed to ensuring that all of us have a safe, reliable, and confidential way of reporting any suspicious activity. We want each and every employee to know how they can raise concerns.

We all have a responsibility to help detect, prevent and report instances of bribery. If you have a concern regarding a suspected instance of bribery or corruption – please follow the Confidential Reporting procedure, found on page 54.

MODERN SLAVERY & HUMAN TRAFFICKING

Greenstaff Medical USA recognizes that all businesses have an obligation to prevent slavery and human trafficking and will do all in its power to do this within its business and the supply chains through which it operates.

Modern slavery can take many forms including the trafficking of people, forced labor, servitude and slavery. As leading recruitment experts, we take our responsibility for supplying staff extremely seriously and are aware of the potential for being targeted by traffickers. Our own processes around candidate

engagement ensure our employees are alert to the signs of exploitation, in order that we may take the necessary action promptly and effectively, should it be identified.

STATUS AND RECORDS

1. Application for Employment & Background Checks

Candidates for employment will be asked to complete, date, and sign the standard Company Application for Employment. Questions asked on this form are designed to elicit job-related information that Greenstaff Medical USA may need to assess an applicant's qualifications. Your resume may also be used to gain information necessary for performance and job movement evaluation. Because of this, Greenstaff Medical USA relies upon the accuracy of information provided on a resume or employment application. In certain circumstances, Greenstaff Medical USA may find it necessary to investigate information provided on an application, consent form or resume and reserves the right to deny or terminate the employment of anyone giving false or incomplete information.

Additionally, Greenstaff Medical USA is committed to hiring and retaining the most qualified people and conducts reference checks on each formal candidate for employment which may include any or all of the following: 1) references, 2) employment history, 3) criminal records, 4) driving records 5) education, 6) credit history and 7) behavioral skills and assessments. Greenstaff Medical USA reserves the right to deny or terminate employment based on the results of a background check. In compliance with the Fair Credit Reporting Act, all candidates and employees who are requested to submit to a background check utilizing an outside Consumer Reporting Agency will be required to complete the required authorization documents. In addition, all candidates and employees who are either denied employment or are terminated based upon the results of the background check, will be given a copy of the results, summary of rights, the name and contact information of the background check agency and the opportunity to refute the information obtained.

2. Authorization to Work

All new employees, as a condition of employment with Greenstaff Medical USA, must complete the Employment Eligibility Verification Form (I-9) and present proper documentation establishing identity and employment eligibility. If you have not produced the proper documentation within three days of hire date you WILL NOT be scheduled or allowed to work until the proper documentation is completed. If proper documentation is not provided within 21 days of your date of hire, your employment may be terminated.

3. Employment Categories

Entitlement to certain benefits depends upon your classification as full-time, part-time or temporary. Positions are also classified as exempt and non-exempt in accordance with the federal and state wage and hour laws. Exempt employees are not entitled to overtime pay.

4. Job Description

At the beginning of your employment, the Company will issue you with a Job Description for the position you are holding. The purpose of a Job Description is to clearly set down the main tasks and responsibilities within your job, so that there is a proper understanding of the job at the earliest stage in your employment.

To reflect the changing needs of the business there may be adjustments made from time to time to your Job Description. Although changes would normally occur as you gain more experience and your role develops, you will be fully consulted over fundamental changes.

5. Probationary Period

Every new employee is subject to a Probationary Period for the first one month of continuous employment. During this period, employees do not qualify for bonuses or Paid Time Off (PTO), if offered at point of employment. Completion of the Probationary Period is not a promise or guarantee of continued employment with Greenstaff Medical USA. The Company still maintains the right to terminate employment after the Probationary Period. The Company retains the sole discretionary right to waive, shorten or extend the Probationary Period from its one-month mark.

6. Personnel Files

Personnel records are maintained on all employees, as the law requires and as essential for the efficient operations of the Company.

Information kept in personnel files is maintained by Human Resources and is managed very carefully. Access is restricted to those who have a “need to know.” Human Resources will have access to all personnel file information in order to fulfill their primary focus of supporting you. Also, management team members who have a legitimate reason to review information will be allowed to do so, but they will be allowed to view only information that is relative to their reason for inquiry.

Personnel file access by people who are not employed by Greenstaff Medical USA is governed by the policy on employment references or by applicable state or federal laws. In the event personnel file information is subpoenaed or summoned by a federal, state or local administrative government or law enforcement agency, Greenstaff Medical USA seeks the advice of our outside legal counsel for guidelines to ensure we are doing the right thing by you while complying with applicable laws.

Personnel records must contain accurate and up-to-date information about each employee. If there is a change in your name, address, or telephone number you must notify Human Resources so that your records may be kept current. This is important to avoid any confusion or delay should we have to contact you in the case of an emergency, schedule change, or any other reasons. Our personnel files are held electronically, and each individual has full access, their manager (and respective managers also have access). However, each individual has responsibility for updating their address, contact details and bank details. Some aspects and changes would need be unauthorized and administered by HR

You should also contact the payroll department should you wish to change the number of exemptions on your withholding tax, change your marital status, or make other personnel related changes which could affect your pay. We depend on you to provide all important information and changes in your personnel file.

7. Outside Employment

Greenstaff Medical USA does not wish to interfere with your activities outside of work which includes having a second job. You may hold a job with another organization as long as it does not interfere with your job responsibilities at the Company, and it does not have an adverse impact on the Company and there is no conflict of interest present. Everyone will be judged by the same standards of performance

and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If you feel it is in your best interest to secure outside employment, you are required to discuss the issue with your direct supervisor and obtain written approval prior to accepting another job to ensure a conflict of interest does not exist.

If your outside work activities are hindering your performance or your ability to meet the job requirements, we may ask you to end your outside employment as a condition of remaining employed with Greenstaff Medical USA.

8. Performance Evaluation

Greenstaff Medical USA believes and supports two very key concepts:

- 1) Do people know what is expected of them?
- 2) Do people have the tools needed to do their jobs?

Given this, Greenstaff Medical USA fosters an environment where supervisors and employees are discussing specific job expectations and performance against those expectations. This should occur on an informal, day-to-day basis as well as monthly through a formal written PDP. At any time, if you do not know what you should be focused on or if you do not have the tools to do your job, let your supervisor know.

It is our practice to monitor performance on an on-going basis, in the belief that minor issues can be identified at a very early stage and rectified either by retraining or by informal counselling. In this way we feel we can create a positive approach to problem solving and improve efficiency.

However, if there is deemed to be an unacceptable volume or quality of work produced in relation to agreed targets, or by general comparison to other employees, this will be the subject of further investigation. Such investigation may lead to us following the performance recovery procedure, where we also consider whether training or other forms of assistance would be a more appropriate remedy.

9. Career Evaluation

In addition to the informal performance review for dealing with day-to-day issues, Greenstaff Medical USA also has in place a structured PDP system. The process is two-way and provides an opportunity for you to express your ambitions and identify any obstacles which you feel may be slowing your development. It is also an opportunity for Greenstaff Medical USA to highlight areas of strength and plan to maximize the benefits these strengths and to point out any potential areas of improvement or development that may have been identified.

The prime objective of the PDP system is to draw up an agreed action plan to place individuals where their contribution is most effective and to overcome any difficulties with the provision of the appropriate support or training and for both the individual and Greenstaff Medical USA to realize their full potential. The action plan also provides a benchmark for the future, so that improvement and/or development can be measured and ensure that career direction is on the right path.

10. Preventive Suspension

If you perform any of the actions listed below, or any other action not specified but similarly serious, you may be given a written notice of suspension, without pay, pending the investigation of the situation. Following the investigation, you may be terminated by written notice without any previous corrective action having been taken.

- Theft
- Conflict of interest
- Failure to follow safety practices
- Threat of, or the act of doing bodily harm
- Neglect of duty
- Willful or negligent destruction of property
- Falsification of Company records
- Use and/or possession of intoxicants, drugs or narcotics
- Refusal to perform assigned work or to follow a direct order

TIMEKEEPING AND PAYROLL

1. Employment Categories

It is the intent of Greenstaff Medical USA to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Greenstaff Medical USA.

Each employee is designated as either NONEXEMPT or EXEMPT for purposes of federal and state wage and hour laws. NONEXEMPT hourly employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT salary employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Greenstaff Medical USA. In addition to the above categories, each employee will belong to one other employment category:

Regular Full-Time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work a full-time schedule of 30 or more hours per week. Generally, they are eligible for Greenstaff Medical USA's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all Greenstaff Medical USA's other benefit programs.

Introductory employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Greenstaff Medical USA is appropriate. The completion of this period does not guarantee employment.

PRN employees are those who have established an employment relationship with Greenstaff Medical USA but who are assigned to work on an intermittent and/or unpredictable basis and/or on-call for various departments based on the fluctuating needs of the Company. PRN employees provide greater staffing

flexibility for Greenstaff Medical USA. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Greenstaff Medical USA's other benefit programs.

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Greenstaff Medical USA's other benefit programs.

2. Work Schedules

Generally, the Company workday is Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Unless specified in your employment agreement, your supervisor will discuss with you your individual work schedule. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. For non-exempt employees, over time may be necessary from time to time; pre-approval for over time from your supervisor is required.

3. General Attendance

The success of our business is heavily reliant upon our ability to deploy people and resources, as needed, to meet the needs of those we serve. Regular, reliable attendance is an essential function of every job at Greenstaff Medical USA, and we appreciate your commitment to helping us achieve consistent and reliable service.

We do understand, however, that from time to time, it may be necessary for you to be absent from work. Greenstaff Medical USA is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Personal time off days are provided for this purpose.

If you are unable to report to work, please contact your supervisor at least one hour before you are scheduled to work. This will give your supervisor as much time as possible to arrange for someone else to cover your position until you arrive. If you are unable to contact your supervisor, notify another supervisor or member of management at your assigned location. If you must leave a message, be sure to leave a phone number where you can be reached. Text messages or emails are not considered sufficient notification. Employees must make verbal contact with the appropriate personnel.

If you know in advance that you will need to be absent, submit the request to your supervisor. Your supervisor will work with you to determine the best time for you to be absent from work, given your time off needs.

If you are absent because of illness for three or more consecutive days, your supervisor may request that you submit written documentation from your doctor validating your illness. If you are absent, you will be responsible for any charges made by your doctor for this documentation.

When you don't report to work or notify your supervisor of your absence, it creates a business hardship. Failure to notify your supervisor of an unplanned absence for three consecutive days will be considered a

voluntary resignation. Instances of no call no show of less than three consecutive days may result in corrective action, up to and including termination.

4. Work At Home

At Greenstaff Medical USA, we are obliged to comply with certain time keeping and over time requirements for all non-exempt positions.

Therefore, if you are working in a non-exempt capacity, and you have a genuine need to perform work at home, you will need prior approval from your supervisor before each time and before you perform that work. Generally, because of the requirements stated above, a non-exempt level employee will not be authorized to work from home on an ongoing or regular basis.

Additionally, if you do perform work at home, you should record your legitimate hours actually worked. You will be compensated in the same manner as if you had worked in the office.

5. Timekeeping

Greenstaff Medical USA is required by law to maintain records of time worked for all non-exempt employees. We rely upon you to help us meet certain time keeping requirements as well as ensure you are paid accurately. Time worked is defined as all the time you actually spend performing your job.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. Before over time work is performed, your supervisor must approve the time.

Because of the strict requirements we must uphold, altering, falsifying, tampering with time records, recording time or clocking in on another employee's time record are serious issues and will result in corrective action, up to and including termination of employment.

Please ensure you complete your time via our time keeping system as instructed and certify the accuracy of all time recorded. You should account for all time actually worked, as well as time taken for meal breaks, vacation, personal leave, holidays, and/or unpaid time. If corrections or modifications are made to the time record, you and your supervisor should verify the accuracy of the changes. Exempt employees are required to enter vacation, personal time or unpaid leave in the time keeping system.

6. Overtime

You may be required to work hours in addition to your normal work hours to accomplish the duties of your job. Pre-approval from your supervisor is required before over time can be worked.

Exempt employees will not receive additional compensation for overtime hours worked. Non-exempt employees will be compensated in accordance with wage and hour laws. Overtime pay is based on actual hours worked. PTO, Holiday Pay, or any other paid time off is not considered hours worked for the purposes of determining over time. If you are non-exempt and exceed 40 hours in any work week you will receive over time only for those hours worked in excess of 40 (if pre-approved by your supervisor).

7. Payroll

All employees are paid every other Friday for work performed during the previous two-week pay period, which begins on Sunday and ends on the second Saturday. If a regular pay day falls on a holiday, employees will be paid on the preceding workday.

Greenstaff Medical USA strives for 100% accuracy in payment of wages, but we know that mistakes may happen on occasion. Therefore, we suggest that you examine your paycheck stub carefully to ensure that you have been paid appropriately.

8. Pay Deductions and Garnishments

The law requires that Greenstaff Medical USA make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Greenstaff Medical USA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Greenstaff Medical USA matches the amount of Social Security taxes paid by each employee.

Greenstaff Medical USA may offer programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in those offered programs.

Pay setoffs are pay deductions taken by Greenstaff Medical USA, usually to help pay off a debt or obligation to Greenstaff Medical USA or others. Greenstaff Medical USA will adhere to legally imposed wage assignments or garnishments and will not modify the terms of those legal arrangements unless ordered to do so by a court. The Company may deduct the administrative costs of complying with wage assignments or garnishments, up to the amount allowed by applicable state and federal laws.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Payroll team can assist in having your questions answered.

9. Corrections in Pay

If you experience an error in your pay, promptly notify your supervisor. In most cases, the correction will occur on the next regularly scheduled paycheck. However, if the error causes undue hardship on you, we will make every attempt to make sure the correction is made before your next paycheck.

Failure to report an overpayment of wages may result in disciplinary action up to and including termination and possible legal action to recover overpayments. It is the responsibility of the employee to notify Greenstaff Medical USA of any change in name, address, telephone number, dependent information, payroll deductions and emergency contacts in a timely fashion.

TRAINING & DEVELOPMENT POLICY

Greenstaff Medical USA is committed to the training and development of its workforce so that they will gain the necessary skills to reach their full potential.

This enables Greenstaff Medical USA to achieve its aims and objectives to supply temporary, contract and permanent healthcare professionals, across the United States, in both the public and private sectors, while continually improving its impressive reputation for the consistent delivery of innovative, quality-driven healthcare recruitment services.

By increasing the skills and knowledge of its employees, Greenstaff Medical USA will produce confident, highly skilled employees working as an effective and efficient team.

Individual training and development needs will be identified through:

- 1-2-1s
- monthly personal development plan (PDP) discussions
- training needs analysis
- specific requests from employees

The training and development needs identified may be met through a variety of activities depending on the nature and extent of the requirements deemed necessary after assessment.

All internal training provided by Greenstaff Medical USA will be at no cost to the employee. External courses and professional qualifications may be fully or partly funded by us depending on the nature of the training at the discretion of the company.

All external training courses and professional qualifications should be pre-authorized by the HR department. All course costs are subject to prior approval by the HR department. The L&D department will be responsible for booking, unless otherwise informed by the People Director, Vice President or the CEO. Any external training, development or qualification courses booked or paid for by an individual or anyone outside of the HR department are not subject to reimbursement by Greenstaff Medical USA either before or after the commencement of the event.

Employees should be responsible for their own development and as such are encouraged to make us aware of any development needs, they feel they may require. As part of Greenstaff Medical USA's continued commitment to training and development, employees are asked to provide feedback on the value and effectiveness of the training and development they undertake. This information will be used to assess and improve the training process.

1. Orientation

On commencing employment with Greenstaff Medical USA, you will be taken on a tour of the premises (where applicable) to familiarize you with the layout and facilities, you will also be introduced to your workstation and colleagues.

You will be trained, as appropriate, in all aspects of your job in order for you to comply with Greenstaff Medical USA's methods/practices and to ensure that you are able to achieve the standards expected by the Company of its employees.

2. Development Training

Greenstaff Medical USA encourages its employees to undertake such training as it feels appropriate to the duties/responsibilities or development of its employees, and its desire for performance

improvement. All internal training events will be discussed and agreed with each employee, prior to the event.

Should Greenstaff Medical USA require an employee to attend external training, this will be discussed and agreed in advance.

EMPLOYMENT POLICIES

1. Dress Code

During the course of your employment, you are likely to come into contact with clients and/or members of the public and your appearance and dress code is therefore important, in that we always portray a professional image. We therefore require all employees to wear neat, clean and tidy clothing, appropriate to their job responsibilities, in order to maintain a professional image at all times.

Monday to Thursday:

Business attire. Proper business attire for men includes suits, sports jackets, and pants that are typical of business formal attire at work. For women, business attire includes pant and skirt suits and sports jackets appropriate to a formal business attire environment.

Friday:

Business casual day. You are free to wear casual attire on Fridays, this includes jeans, pants or knee-length skirts, and a blouse or shirt with collar, polo shirts are acceptable. Tracksuits, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT permitted.

While acknowledging individuality and personal expression, the following is some information about Greenstaff Medical USA's standards in relation to appearance. As mentioned, as an organization, we should present ourselves in a tidy and professional manner to our clients, visitors and members of the public.

Personal Hygiene

Maintain appropriate grooming and personal hygiene standards.

Tattoos

Visible tattoos (including henna and permanent) should be covered, especially if they could be deemed offensive to others.

Piercings - including (facial, lip, oral and surface piercings)

Piercings on the face, and other visible surfaces should be removed during working hours. This includes facial (lips, eyebrows, nose including nostril, nasal septum, nose bridge), cheeks, tongue, nose, forehead, neck and arms/wrists). For those who wear a nose ring as a religious observation are exempt from the policy for nose rings.

2. Business Ethics and Conduct

The successful business operation and reputation of Greenstaff Medical USA is built upon the principles of fair dealing and ethical conduct of our employees. 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 Company expects its employees 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, discuss the matter with your supervisor for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Company employee. Failure to comply with this standard of business ethics and conduct could lead to corrective action, up to and including termination.

At Greenstaff Medical USA, we strive to uphold our reputation of integrity by conducting our business with the highest ethical and legal standards. With that in mind, we endeavor to hire the best people to help us achieve that goal and have confidence that those we employ will uphold these standards.

To support our people and to ensure that we have clearly set appropriate expectations, we have established the following guidelines regarding professional and personal conduct.

It is not possible to list all the forms of behavior that hinder our ability to be a productive workplace. However, we've provided some examples of conduct that may result in corrective action, up to and including termination.

(a) Professional Conduct

There are certain types of business-related conduct that could adversely impact the Company and are deemed unacceptable for those reasons. Examples include but are not limited to:

- The disclosure or sale of proprietary and confidential information.
- Use of the Company funds or assets for any unlawful purpose.
- “Moonlighting” or holding a secondary job apart from the Company that affects a person’s ability to productively contribute to the Company.
- Conflicts of interest. Potential conflicts of interest can occur when an employee:
 - Has significant financial interest with a business organization that deals with the Company or any of its affiliates.
 - Directly or indirectly impacts the Company’s decisions to enter a business transaction with a Relative or associate.
 - Uses any Company asset for personal gain.
 - Uses an Company affiliation to secure special consideration in personal affairs.
 - Accepts gifts, gratuities, payments, or other favors from clients, vendors, suppliers or other persons doing business with the Company, by employees and/or their family members may give the appearance of influence regarding business decisions, transactions, or services.

(b) Personal Conduct

There are certain types of personal conduct that could adversely impact the Company or endanger the safety of other employees and is deemed unacceptable for those reasons. Examples include but are not limited to:

- Falsification of Company records.
- Possession, distribution or use of alcoholic beverages or controlled substances on the job or reporting for work under the influence of either. This may include use of drugs or alcoholic beverages during off work hours that affect the employee’s efficiency and/or safety on the job or may adversely affect the perception of the Company

and/or the relationships with Company affiliates including vendors, program partners or recipients.

- Employees arriving at work (including the premises of vendors, partners or clients/customers) smelling of alcohol or “hung-over.”
- Removing or borrowing Company property without prior authorization and unauthorized use of Company equipment, time, materials and/or facilities.
- Acts resulting in injury, fighting, or horseplay on Company premises.
- Immoral conduct that may affect Company goodwill.
- Insubordination, including but not limited to failure or refusal to obey the directions or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Gambling of any kind on the premises.
- Engaging in criminal conduct whether or not related to job performance.
- Damage to Company property due to negligence.
- Removal and/or damage to property belonging to others.
- Sleeping or deliberately loafing during working hours.
- Using abusive language at any time on the Company premises.
- Excessive absenteeism or any absence without notice.
- Unauthorized absence from work during the workday.
- Unauthorized use of telephones, mail system, computers or other employer owned equipment.
- Unauthorized disclosure of business “secrets” or confidential information.
- Unsatisfactory work performance.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Failure to report work related injuries and illnesses, regardless of their extent or nature, unsafe working conditions, and the need for maintenance of equipment.
- Violation of any safety, health, security or Company policies.
- Failure to observe required work schedules as defined by position, including breaks and lunch periods.
- Failure to provide a physician’s certificate when requested or required to do so.
- Inability to work in harmony with coworkers.
- Harassment of any nature, frequency or severity.
- Any other reason which may be deemed by the Company to make disciplinary action and or termination necessary.

(c) Intimate Relationships and Dating in the Workplace

A familial relationship among employees can create an actual or at least a potential conflict in the employment setting, especially where one Relative (“Relative” is defined as any person related by blood or marriage or other personal relationship) supervises another Relative. To avoid this problem, Greenstaff Medical USA may refuse to hire or place a Relative in a position where the potential for favoritism or conflict exists. In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management. Greenstaff Medical USA prohibits supervisory or management personnel from dating employees within the Company.

If two employees marry, become related, or enter into an intimate relationship, they may be asked to enter into a consensual relationship agreement. Greenstaff Medical USA generally will attempt to identify other available positions, but if no alternate position is available, Greenstaff Medical USA retains the right to decide which employee will remain with the Company.

3. Conduct Outside Working Hours

While we have no intention, or wish, to intrude upon your activities or interests outside work, we would expect that none of our employees would be engaged in any activity outside working hours, which could result in adverse publicity to the business, or which would cause us to question your integrity, or prevents you from performing your duties/responsibilities to our satisfaction.

4. Business Travel Expenses

If you are required to travel for Greenstaff Medical USA, you will be reimbursed for reasonable business travel expenses incurred while you are away from your normal work location. All business travel must be approved in advance by your supervisor.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company in accordance with the Company's *Travel and Expenditure Policy*, a copy of which is available on PeopleHR/Documents section.

All proposed expenses should be accompanied by receipts for all individual expenses and sent to the Finance department.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for corrective action, up to and including termination.

5. Computer and E-mail Usage

Greenstaff Medical USA invests in computers and software so that you have the tools you need to do your job. Please use these systems for business purposes only. Also, because of the damage viruses, SPAM, Spyware, etc. can cause, do not download any programs or software. If you need a program to perform your job, submit a request to your supervisor to get you the program/software you need. Using computers for non-work purposes and the loading of unauthorized programs may result in corrective action, up to and including termination.

For the benefit of everyone, Greenstaff Medical USA strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, Greenstaff Medical USA cannot allow the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off color jokes, or anything that may be construed as harassment or showing disrespect for others.

To ensure your work information and the information of others are protected, and to ensure a harassment free work environment, computer and e-mail usage may be monitored.

If you see misuse of computers or e-mail, notify your supervisor, or any member of the management team. Employees who misuse the Company's computers or e-mail will be subject to corrective action, up to and including termination.

6. Social Media

BACKGROUND

The corporate social media policy is established to ensure that roles and responsibilities are clearly defined and understood in order to secure both corporate and individual compliance for ICG Medical with regard to the use of social media. It is the intent of ICG Medical to promote consistent organisational behaviour by providing guidelines where social media is concerned.

In this policy, “social media” should be broadly understood to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites and other sites and services that permit users to share information with each other. This policy will establish the principles for employees using social media for official and private purposes when the employee’s affiliation to ICG Medical is identified or known.

SCOPE OF POLICY

This policy applies to all ICG Medical employees.

PRINCIPLES

The following principles apply to professional use of social media on behalf of ICG Medical as well as personal use of social media when referencing ICG Medical:

1. Employees need to know and adhere to the Company’s Policies and Procedures, when using social media in reference to ICG Medical.
2. Employees should be aware of the effect their actions may have on their own as well as ICG Medical’s image. The information that employees post or publish may be in the public domain indefinitely.
3. Employees should be aware that ICG Medical may observe content and information made available through social media. Employees should not post any content that could reasonably be considered inappropriate or harmful to the organisation, its employees, or any other individual.
4. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, harassing, or that can create a hostile work environment.
5. Employees are not to publish post or release any information that is considered confidential or not in the public domain. If there is a question about what is considered confidential, employees should speak to the People Department.
6. Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the People Director.
7. If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of the People Director.
8. Employees should get appropriate permission before referring to or posting images of any other individual current former employees, members, vendors, clients or suppliers. Additionally, employees should not use a third party’s copyrights, copyrighted material, trademarks, service marks or other intellectual property.
9. Social media use shouldn’t interfere with employee’s responsibilities. ICG Medical’s IT Infrastructure (which includes but is not limited to, computer systems, network, internet, etc) is to be used for business purposes only. When using the

company's IT Infrastructure, use of social media for business purposes is allowed, but personal use of social media networks or personal blogging of online content is discouraged during working hours and if an employee fails to adhere to this policy this could result in disciplinary action being taken against the employee.

10. This policy applies to social media use both within and outside of working hours

11. It is highly recommended that employees keep ICG Medical's related social media accounts separate from personal accounts, if practical.

SOCIAL MEDIA FOR BUSINESS PURPOSES

- The approved social media sites may only be used for official business purposes
- Postings are to be kept legal, ethical and respectful
- Employees may not engage in online communication activities which could bring ICG Medical into disrepute
- Personal details of employees may not be disclosed
- Confidential information may not be disclosed
- Copyright laws must be adhered to
- Only the official approved logos of ICG Medical and its sub-brands can be used
- The information published must be accurate and not confidential
- Statements to the media must not be given
- Employees must not create any business social media account without prior written consent from Head of Marketing
- Any login details for profiles that are created for business purposes (after authorisation) should be shared with the marketing team. Guidance on how to setup this profile should be cleared through marketing also. This profile will belong to the business. This includes Indeed profiles.

SOCIAL MEDIA FOR PERSONAL/NON-BUSINESS PURPOSES

- Social media use shouldn't interfere with employee's responsibilities. ICG Medical's IT Infrastructure (which includes but is not limited to, computer systems, network, internet, etc) is to be used for business purposes only. When using the company's IT Infrastructure, use of social media for business purposes is allowed, but personal use of social media networks or personal blogging of online content is not allowed during the employee's working hours.
- Should you use your personal social media accounts for business purposes:
 - You are required to add Greenstaff branding to your personal account. Please refer to the instructions on the "Facebook Instructions" document (available on request).
 - Spot checks on social media accounts will be undertaken to ensure compliance with the company guidelines.
 - You will be required to add a disclaimer that will need to be signed and returned to the Marketing department.
 - You will be required to take part in (and pass) a quiz once the above 3 points have been actioned.

WELLBEING AND SOCIAL MEDIA

When using social media, it is desired for employees to feel happy. ICG Medical utilises the internal social media platform Workplace for networking amongst colleagues.

Core aims for the use of Workplace:

- Connect to ICG Medical's wellbeing resources
- Staying up to date with colleagues
- Hosting of virtual social activities
- Follow the latest news and company updates
- Share new resources and information

All employees are expected to stay connected via Workplace, and while general concerns regarding the use of social media are noted, it is desired that Workplace is leveraged as a mechanism for ensuring each employee's psychological wellbeing.

General guidelines to help facilitate the employee's wellbeing while online:

- When posting on Workplace, all compliant posts are accepted and respected equally
- Engagement with other employee's posts e.g. liking, commenting, etc. is encouraged
- Be respectful and share positive commentary
- Do not be discouraged if your posts are not engaged with – it is not personal
- Set scheduled times to utilise Workplace
- Understand that Workplace is not a place for validation but rather recognition of your hard work
- Take time to reflect on what was gained from using Workplace. How did it make you feel?
- Note that Workplace is equally accessible for all employees

ADMINISTRATION

The People department is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

7. COMPANY-OWNED INFORMATION HELD ON THIRD-PARTY WEBSITES

If you produce, collect and/or process business-related information in the course of your work, the information remains the property of ICG Medical. This includes such information stored on third-party websites such as webmail service providers and social networking sites, such as Facebook and LinkedIn. LinkedIn – if your LinkedIn profile is an ICG Medical account, through which you add data. The account belongs to ICG Medical and will be handed over to us should you leave.

8. Monitoring

ICG Medical accepts that the use of the internet is a valuable business tool. However, misuse of this facility can have a negative impact upon employee productivity and the reputation of the business.

In addition, all of the company's internet-related resources are provided for business purposes. Therefore, the company maintains the right to monitor the volume of internet and network traffic, together with the internet sites visited. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.

9. Sanctions

Where it is believed that an employee has failed to comply with this policy, they will face the company's disciplinary procedure. If the employee is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty

applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record.

10. Computer/Network Security

In order to maintain the integrity of our computer system and records, the following rules must be observed:

- passwords for access to the system are confidential and must not be revealed to other employees.
- playing games on the system, or individual computers is forbidden
- all software, or disks, must be authorised by the Group Head of IT before they are loaded onto, or even placed in any computer.
- upon the discovery of computer virus and/or corrupted information, the Group Head of IT must be advised immediately.
- the sending of e-mails is restricted to business use only.
- the use of 3rd party document storage systems such as (but not limited to) Google Docs and Dropbox is prohibited. OneDrive for business is permitted.
- the use of 3rd party email systems such as (but not limited to) Google Mail, Hotmail and Yahoo Mail is prohibited.
- the creation of email accounts via systems such as (but not limited to) Google Mail, Hotmail and Yahoo Mail, for company use is only permissible after a business case has been made to the Group Head of IT.
- the creation, generation, and distribution of material that is offensive on race, age, sex or disability grounds is forbidden.
- it is forbidden to use the computer system to generate and/or distribute material which is offensive to or ridicules other employees.
- the storage of any kind of offensive material (including pornography) on the computer system is expressly forbidden.
- in these rules material will be considered offensive if it causes distress to the person who receives or discovers it.
- accidental sending of such material should be impossible if the above rules are observed and applied.
- ICG Medical considers any breach of these rules to be Gross Misconduct and is subject to formal disciplinary action, up to and including summary dismissal for acts of gross misconduct.

11. Code of Conduct (Email, Instant Messaging (IM), Teams)

Electronic communication is now one of the most commonly used forms of communication. ICG Medical has recognised this and issues all employees with their own mailbox and e-mail address using the company domain. However, e-mail/IM could lead to poorer communication if it is abused and misapplied. In addition, certain activities for which e-mail/IM could be used are illegal and constitute criminal offences.

This document sets out our e-mail/IM/Teams' code of conduct so that any employee who:

- uses e-mail/IM technology on behalf of ICG Medical
- uses the technology on hardware or software provided by ICG Medical
- uses the technology to communicate information about ICG Medical customers and suppliers
- uses the technology to communicate any information that has been gained from ICG Medical

The employee does so in accordance with this code of conduct. Failure to do so will lead to disciplinary action which could result in summary dismissal for gross misconduct.

Our objective for installing email/IM/Teams is to provide an improved channel of communications with our customers and therefore improving customer satisfaction.

Email/IM/Skype are business tools we can use for improving customer satisfaction and must be treated as such.

ICG Medical reserves the right to use its discretion to check incoming or outgoing emails/IM for the following reasons:

- maintaining the company's professional reputation and image;
- maintaining employee productivity;
- preventing and discouraging sexual or other illegal workplace harassment;
- preventing "cyberstalking" by employees;
- preventing possible defamation liability;
- preventing employee disclosure of trade secrets and other confidential information; and
- avoiding copyright and other intellectual property infringement from employees illegally downloading software.

This monitoring process will be regulated by the GDPR.

Caution must be taken when using email/IM as it is easy to send BUT once the send command has been given, the message cannot be stopped.

Email/IM is not a substitute for face to face or even telephone communication. The human being uses many techniques during face-to-face communication (e.g. body language, facial expression, tone, pitch, etc.) that cannot be employed within an electronic message. Care must be taken in the construction of an email/IM so that its contents cannot be misinterpreted.

Bullying, harassment or abuse of others through the use of email/IM is forbidden. This includes sending information that insults or harasses others with respect to gender (including sex, marriage and gender reassignment), race (including ethnic origin, colour, and nationality and national origin), disability, sexual orientation, political opinion/affiliation, religion, belief or age.

It is forbidden to:

- access or distribute pornography

- engage in online gambling
- take part in electronic chain letters
- download or distribute copyright information
- download, open or distribute unauthorised software
- post confidential information about the company, its customers or suppliers without authorisation
- use the Company Systems for personal purposes, without the prior authority of the CEO/Group Head of IT.

Although email provides the capability of sending the same message to many recipients simultaneously only include the people who need the message, otherwise “junk e-mail” is being generated for no reason. Deliberate sending of junk email/IM is forbidden.

When replying to an email make sure that the reply is for the sender only and not original mailing list (unless there is a requirement to do so).

12. Attachments

Please be wary of incoming attachments, even from a known and trusted source. Although virus protection is running on every computer, the software will not recognise new viruses immediately.

To ensure that the system is safe from viruses, it is recommended that you disable all macros in word and excel documents, and forward to IT to ensure they are virus free. This also applies to executable files (.exe), which should not be opened and forwarded to IT straight away. Failure to follow these guidelines could result in loss of data.

When attaching files to a message, keep them small. Email is not the medium to use for very high-resolution graphics. In addition, do not attach files that have hidden confidential information (e.g. base cost calculations you may have used to generate a quote). Software exists that can reveal this hidden data.

Remember:

- email/IM can be read by third parties (the police can obtain printouts directly from internet service providers without a warrant). We will reveal the contents of communication to the police if ordered to do so.
- email/IM can be used in evidence.
- email/IM can create binding contracts.

Make sure that the content of your e-mail/IM is factually correct and non-defamatory. It is forbidden to send e-mail/IM using a mail client (i.e. software) that has been installed for another employee (i.e. someone else will appear to be the sender) unless authorised to do so by ICG Medical. In addition, employees must take adequate precautions to prevent this (e.g. ensure that PCs are not left switched on and unattended for long periods of time). An individual’s PC may be audited at any time to ensure compliance to this code of conduct.

Should an employee be subject to harassment or abuse from e-mail/IM from another employee, then the matter should be reported to the CEO immediately.

Note - for the purposes of this policy, the term 'PC' defines any device provided by ICG Medical, be it a local system or cloud-based system such as Microsoft RemoteApp.

13. Confidentiality/Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of the Company. In the course of work, you may have access to confidential information regarding Greenstaff Medical USA, its suppliers, its customers, or coworkers. Everyone is responsible for safeguarding confidential information obtained in connection with their employment.

For all employees' protection, no one may attempt to obtain confidential information for which you have not received access authorization. Anyone who improperly uses or discloses trade secrets or confidential business information is subject to corrective action, up to and including termination and legal action, even if there is no benefit from the disclosed information.

14. Health Insurance Portability and Accountability Act (HIPAA)

It is the intent of Greenstaff Medical USA Center to safeguard and protect the privacy and security of its clients', applicants', and employees' "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

"Protected health information" includes individually identifiable information, maintained or transmitted through any medium, relating to an individual's past, present, or future physical or mental health or healthcare. Health information is considered "individually identifiable" if it either identifies a person by name or creates a reasonable basis to believe the individual could be identified (through identifiers such as address, social security number, dates of service, telephone number, email address, or vehicle identification number).

It is the policy of Greenstaff Medical USA to protect the confidentiality, integrity, and availability of protected health information entrusted to the Company by its clients, applicants and employees by taking reasonable measures to prevent unauthorized access, alteration, deletion, or transmission and to maintain physical security of those assets. Employees and supervisors are prohibited from making any unauthorized transmission, alteration, deletion, or access of protected health information. Such unauthorized transmission includes, but is not limited to, removing and/or transferring protected health information in the Company's computer system to an unauthorized location.

These privacy and security obligations apply regardless of the manner in which the employee or supervisor acquires the protected health information, whether it was communicated verbally, in writing, electronically, or in any format, and regardless of whether it was communicated directly to the individual or intended for his/her access.

The unauthorized access, use, disclosure, alteration, deletion, or transmission of protected information in violation of this policy may subject an employee to disciplinary action, up to and including termination of employment.

15. Former Employment Information

Keeping information confidential is important for all companies, and we must guard against the misuse of your previous company's protected information. If you use a former employer's confidential information in the course of your work for us, we can be, as a business, tainted by this association. If you are within a period of restrictive covenant or post termination confidentiality and you are unsure of your ongoing obligations, give a copy of those terms to the People Director for advice. This former employment provision reminds incoming employees of both your new obligations to us and of your continuing obligations to your former employers.

16. Conflicts of Interest

This policy establishes the framework within which Greenstaff Medical USA wishes the business to operate. The purpose of this policy is to provide guidelines for you so that you avoid possible "conflict of interest" situations. Contact your supervisor for more information or questions about conflicts of interest.

Transactions with outside firms should be conducted within a framework established and controlled by the Company's executive level leadership. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential "conflict of interest" occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a Relative as a result of the Company's business dealings.

Personal gain may result not only in cases where an employee or Relative has a significant ownership in a firm with which the Company does business, but also when an employee or Relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company. Such special considerations are not allowed.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts, or leases, it is very important that you disclose to a member of management, as soon as possible, the existence of any actual or potential "conflict of interest" situations so that precautions can be established to protect all parties.

17. Execution of Contracts

Only the members of the Executive Team are allowed to enter into a verbal or written contract on behalf of the Company, unless an exception has been approved in writing by the CEO.

18. Drug, Alcohol and Tobacco Use

The Company is committed to providing a work environment that is productive and safe for all employees. The following statements and policies reflect how serious Greenstaff Medical USA is about maintaining a “Drug Free Workplace.” We sincerely believe that the people we hire will make responsible decisions around this issue. However, to ensure you and all employees are safe from the influence of drugs and alcohol in the workplace, the following policy establishes the standards of conduct, which are not all-inclusive, and which apply to all employees of Greenstaff Medical USA and the Company affiliates:

(a) Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair safe job performance and to notify a supervisor of any job restrictions that should be observed as a result.

(b) Tobacco in the Workplace

Smoking (including e-cigarettes) is prohibited in all areas of company buildings, parking lots and the Company vehicles (where applicable) except in specifically designated areas. Employees found removing “no smoking” signs or smoking in prohibited areas will be subject to discipline, up to and including discharge from employment.

(c) “For Cause” Testing

Greenstaff Medical USA will require employees to submit to a drug test for cause:

- If a reasonable suspicion exists that an employee is under the influence of alcohol or any illegal drug, intoxicant, or is otherwise in violation of this policy;
- If an employee is found in possession of alcohol or any illegal drug, intoxicant, or controlled substance in violation of Company policy, or when any of those items are found in area controlled or used by the employee, such as a desk or locker;
- If an employee has tested positive for alcohol or illegal drug use on previous drug tests while in the Company's employ;
- If a Company employee is involved in an accident on Company time which results in either personal injury or property damage.

Employees have the right to refuse testing. However, again in our effort to provide a safe and productive work environment for all, anyone refusing to be tested will be subject to corrective action, up to and including termination.

(d) Consent

No test will be administered, sample collected, or drug test conducted on any sample without the written consent of the person being tested. However, a person's refusal to submit to a proper test will be viewed as insubordination and will subject the person to disciplinary action, up to and including termination. A refusal to test includes any behavior designed to obstruct the testing process, including efforts to substitute, adulterate, or dilute specimens, as well as any failure to appear for testing within a reasonable time and failure to cooperate with collection staff.

Greenstaff Medical USA will pay the costs of all drugs and/or alcohol tests it requires of employees and applicants.

(e) Collection, Chain-of-Custody, Testing Methods

All drug tests will be performed by a certified laboratory. Breath and/or saliva tests may be used to detect the presence of alcohol. Alcohol tests will typically be conducted and, if positive, confirmed immediately at the collection site. Tests will seek only information about the presence of drugs and alcohol in an individual's specimen and will not test for any medical condition.

(f) Notification

Any individual who tests positive for drugs will be contacted by a Medical Review Officer ("MRO") (a health care professional with an expertise in toxicology) before the result is reported and given an opportunity to provide any legitimate reasons he or she may have that would explain the positive drug test. If the individual provides an explanation acceptable to the MRO that the positive drug-test result is due to factors other than the consumption of illegal drugs, the MRO will order the positive test result to be disregarded and will report the test as negative to the Company. Otherwise, the MRO will verify the test as positive and report the result.

Individuals also will be provided on request with a copy of their own positive or non-negative test results. An individual who tests positive for drugs may request, within three days of being notified of the positive result, that his or her sample be sent to an independent certified laboratory for a second confirmatory test, at his or her own expense, although we may suspend, transfer, or take other appropriate action pending the results of any such re-test.

(g) Confidentiality

All records relating to positive test results, drug and alcohol treatment, and employee medical information shall be kept confidential, and disseminated to and within the Company only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, or as otherwise may be required by law or legal process.

A positive test result is cause for corrective action, up to and including termination.

19. Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility. Senior Management will determine if the office needs to close. The Company will endeavor to notify employees of closings before they attempt to report to work as Greenstaff Medical USA is committed to the safety of its employees.

When operations are officially closed due to emergency conditions, and where employees are not working from home, the time off from scheduled work will not be paid for non-exempt employees. Non-exempt employees may use available paid time off benefits to cover the unworked hours. Non-exempt employees who do not have available paid time off hours will not receive pay for the hours or days the office is officially closed. Exempt employees will receive regular pay without having to utilize paid time off benefits.

In cases where an emergency closing is not authorized, if you do not report for work you will not be paid for the time off. If you work in essential operations, you may be asked to work on a day when operations are officially closed. In these circumstances, you will receive regular pay.

20. References

As discussed in the “Personnel Files” section of this Handbook, Greenstaff Medical USA maintains certain personnel information, which helps us effectively manage our business. We treat that information with sensitivity and carefully manage those who may or may not have access to that information.

All requests for employment references should be directed to the management. Employees and supervisors are not authorized to release information to satisfy requests for employment references for current, retired, resigned, or terminated employees. Supervisors only provide information concerning dates of employment, position held and status, i.e., regular full or part-time, etc. If we receive a request, in writing, that has been authorized by you, we will provide the information that is needed in that request i.e., salary information, etc.

For your protection, Greenstaff Medical USA takes this issue very seriously. Anyone who fails to support this policy is subject to corrective action, up to and including termination.

21. Reporting Violations or Raising a Concern

If an employee reasonably believes that some practice of the Company, another employee of the Company, or another individual or entity with whom the Company has a business relationship is in violation of the law, the employee should file a written complaint with the CEO of the Company, or a Director of the Company. For some minor issues, employees should raise concerns with their immediate supervisor. In general, however, the whistleblower policy is expected to be used for potentially more serious and sensitive issues (e.g. fraud, corruption, harassment, collusion, conflict of interest, improper use of Company information, substance abuse, accounting irregularities, discrimination, potential violence etc.).

22. Safety

Your safety and the safety of others are of utmost important to us. Greenstaff Medical USA endeavors to comply with all laws, rules, and regulations concerning safe practices as published by governmental agencies having jurisdiction over such matters. We promote safe working conditions and expect you to be safety-conscious while performing your job. We also ask you to assist us in finding conditions in our office that might cause accidents or present harmful situations for employees. Please immediately report any unsafe conditions to your supervisor.

(a) Work-Related Injuries and Illnesses

All work-related injuries and illnesses, regardless of their extent or nature, must be immediately reported to your supervisor. See the “Workers’ Compensation” section (page 51) of this guide for more information.

(b) Accident While Traveling

If you are involved in an accident while traveling on business, please report the incident immediately to your supervisor. Vehicles owned, leased, or rented by the Company may not be used for personal use without prior approval.

23. Termination of At-Will Employees

While there is no obligation on the part of Greenstaff Medical USA or you to continue this employment relationship for any guaranteed or specified period of time, it is the Company's goal to provide a satisfying and rewarding work environment that encourages and rewards long-term employment. However, in the event that it is in the best interest of the Company and you to end our employment relationship, please keep in mind the following regarding your employment:

(a) Voluntary

You may resign your position at any time. However, you should refer specifically to the terms of your employment agreement regarding specific notice requirements and penalties associated with failure to provide adequate notice.

Keep in mind, too, that, if you do not report to work for three (3) consecutively scheduled workdays and do not notify your supervisor or other appropriate management team member, we will have no choice but to consider you to have voluntarily terminated your relationship with us.

(b) Involuntary

Greenstaff Medical USA's goal is to avoid involuntary terminations whenever possible. We firmly believe that we hire the "best" and we are committed to providing a work environment that supports productivity and success. We set high goals and have high expectations of all that we employ and we know that we can achieve success only if everyone is giving 100% to reach our goals.

Sometimes, for the success of the Company and everyone who works with the Company, we need to make tough decisions regarding employment relationships. If it has been determined that individual performance and productivity levels or behaviors are not meeting our expectations and positively contributing to the culture we've worked hard to build, we will take necessary actions, such as terminating the employment relationship, to ensure the stability of our success.

While involuntary termination is an undesirable outcome for the Company and the individual, it may be necessary for the well-being of everyone.

(c) Exit Interviews

Before leaving, you may be asked to participate in a voluntary exit interview. This will provide closure to your employment with Greenstaff Medical USA and will allow the Company to ensure it has resolved various administrative matters, answer any questions about continuation of benefits, and listen to any of your comments or ideas about improving the Company's operations.

(d) Departure

All exiting employees will be asked to return all Company property, i.e., computer equipment, keys, cell phones, credit cards, telephone cards, pagers and any other Company-issued equipment, on or before the final day of employment. You will receive your regular salary until the effective date of your termination and any unused, accrued PTO.

Additionally, all exiting employees will receive information on options for continuing benefits (as required by COBRA), and options for converting life policies.

Final paychecks will be provided according to federal and state laws.

24. Use of Equipment

Greenstaff Medical USA is committed to providing you the appropriate tools necessary to successfully perform your job. The equipment the Company invests in is often expensive and may be difficult to replace. When using the Company's equipment, please exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machines, or tools appear to be damaged, defective, or needing repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to you or others. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment that you use on the job.

Also, for your safety and the safety of others, please keep in mind that improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in corrective action, up to and including termination of employment.

25. Whistleblower Policy

Greenstaff Medical USA encourages its employees to maintain high ethical standards. The Whistleblower Policy is intended to encourage and enable employees to raise serious concerns within the organization rather than overlooking a problem or handling it externally. This whistleblower policy is meant to provide a confidential and effective means for reporting suspected violations of the law. It further serves to protect individuals who report suspected violations from retaliation in any form.

(a) Confidentiality

An individual may report a suspected violation anonymously or on a confidential basis, keeping in mind that in the course of the investigation it may become necessary that the source of the complaint be identified.

(b) Retaliation

Greenstaff Medical USA will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of the Company that the employee reasonably believes is in violation of a law, or a rule or regulation mandated pursuant to law, or is in violation of a clear mandate or public policy concerning the health, safety, welfare, or protection of the environment.

(c) Good Faith Allegations

An individual is not required to prove the truth of an allegation but is required to act in good faith. Any individual who does not act in good faith in reporting a suspected violation may be subject to disciplinary action.

(d) Open Door Policy

If an employee reasonably believes that some policy, practice or activity of Greenstaff Medical USA is in violation of the law, or a clear mandate or public policy, the employee should share their questions, concerns, suggestions, or complaints with someone who may be able to address them properly.

26. Workplace Monitoring

Workplace monitoring may be conducted by Greenstaff Medical USA to ensure quality control, employee safety, security, and customer satisfaction. Your telephone conversations may be monitored or recorded.

27. Workplace Violence Prevention

For the safety and wellbeing of all employees, Greenstaff Medical USA strives to maintain a work environment free from intimidation, threats or violent acts and has a policy on Work Place Violence. This includes, but is not limited to, intimidating, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying or possession of weapons of any kind onto Company property without prior approval from the Executive Team, or any other act, which, in our opinion, is inappropriate to the workplace. In all situations where we deem appropriate, we reserve the right to immediately terminate employment and/or contact local enforcement authorities when violations of this policy have been substantiated.

All employees working for Greenstaff Medical USA have the right to be treated with courtesy and respect.

We expect all employees to:

- Refrain from fighting, “horseplay,” or other conduct that may be dangerous to others.
- Without prior approval from the Executive Team, refrain from bringing firearms, weapons, and other dangerous or hazardous devices or substances onto Company premises.
- Refrain from conduct that threatens, intimidates, or coerces another employee, or a member of the public at any time, including off duty periods. This includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, or any characteristic protected by law.
- All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

We look to you to help us keep the Company a safe place to work. If you believe you have been the recipient of, or have witnessed any of the behaviors listed above, immediately report the incident to your supervisor. Additionally, if you observe or have knowledge of any violation of this policy, immediately report it, as well, to a management team member.

Be assured that all instances will be thoroughly, and confidentially investigated and appropriate, immediate action will be taken. The identity of the individual making a report will be protected as much as possible. Understand, too, that you may contact the proper law enforcement authorities without first informing us of a situation that you believe poses a threat to the safety of you or others.

Anyone determined to be responsible for threats of, or actual, violence or other conduct that is opposed to these guidelines will be subject to corrective action up to and including termination. Through an investigation, the Company may suspend employees with or without pay.

ACCOMMODATIONS

1. Disability Accommodations

Reasonable accommodation will be provided to individuals with a known physical or mental disability if such accommodation would not impose an undue hardship on Greenstaff Medical USA, and would enable the individual to apply for, or perform, the essential functions of the position in question.

Any applicant or employee, who requires an accommodation in order to perform the essential functions of the job, including a possible leave of absence, should notify his or her supervisor to request such an accommodation. Greenstaff Medical USA will then identify possible accommodations, if any, that will help to eliminate the limitation or barrier. If the accommodation is reasonable, will not impose an undue hardship, and will not pose a direct threat to the health and/or safety of the individual or others, the Company will make the accommodation. The individual is required to fully cooperate with the Company in seeking and evaluating alternatives and accommodations. Greenstaff Medical USA may require medical verification of both the disability and the need for accommodation.

2. Religious Accommodations

We will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including dress and grooming practices and time off for religious holidays, unless doing so would cause an undue hardship on the Company operations. Employees absent from work due to a religious obligation must use available PTO.

If you desire a religious accommodation, you are required to make the request in writing to your supervisor as far in advance as possible.

Employees requesting religious accommodation should notify his or her supervisor and request such an accommodation.

EMPLOYEE BENEFITS

In addition to good working conditions and competitive pay, it is the Greenstaff Medical USA's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Greenstaff Medical USA provides for you and your family. Of course, the information presented here is intended to serve only as guidelines. The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this guide. Further, Greenstaff Medical USA (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well

as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason. If you have any questions regarding your benefits, please contact Human Resources.

1. Insurance Benefits

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if you have any further questions.

2. Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Greenstaff Medical USA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Greenstaff Medical USA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Greenstaff Medical USA's health insurance plan. The notice contains important information about the employee's rights and obligations.

3. Workers' Compensation

As required by law, Greenstaff Medical USA provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses. Workers' compensation insurance provides coverage to employees who receive job related injuries or illnesses. If an employee is injured or becomes ill as a result of his/her job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. The Company will advise the employee of the procedure for submitting a workers' compensation claim. Failure to report a work-related illness or injury promptly could result in denial of benefits. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses. A separate insurance company administers the workers' compensation insurance. Representatives of the insurance company may contact injured employees regarding their benefits under the plan. Additional information regarding workers' compensation is available upon request to Human Resources.

Greenstaff Medical USA will report any concerns of false or fraudulent claims to the workers' compensation carrier for investigation. Any person who makes or causes to be made any material statements or representation, known to be false or fraudulent, for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a crime and subject to criminal and civil penalties.

4. Bonus/Commission Scheme

Commissions and Bonus payments are one of the many ways in which the ICG Medical group recognises its employees. This document and its contents apply to all commissions or bonus schemes applicable to any employee in the ICG Medical Group.

General Principles

- All bonus and commission schemes are paid at the discretion of the company. These schemes are not guaranteed and do not form a part of an employee's contract of employment.
- Bonus and commission schemes may be subject to change without notice (and without compensation to the employee) based upon the needs of the business.
- In order to qualify for payment of a bonus or commission, employees must be employed on the date of the payment and not be working a notice period due to either termination/resignation or on garden leave on this date.
- Employees are not eligible for a commission or bonus payment during their probationary period unless specifically stated in the employee's offer letter.
- All commission or bonus payments are subject to normal deductions for tax, national insurance and pension contributions
- If an employee is subject to any disciplinary proceedings which are ongoing at the time of the payment falling due, the Company reserves the right to withhold the payment of the bonus until the disciplinary proceedings are concluded.

Commissions

- Commission payments are paid one month in arrears – i.e., commission for work in June will be paid in July.
- Commission payments for new business may be split between 2 employees if both were involved in gaining the work.

Bonuses

- Payment of any bonus is based upon business performance.
- Any individual that is subject to any formal or informal performance improvement plan, may not be eligible to receive a payment or may be subject to a reduced amount to be paid.
- Bonus payments will be paid on a pro rata basis for employees that started with the Company part way through the year
- Where employees receive a percentage of salary as a bonus, this is based on the employees average salary in the financial year
- Annual bonuses are normally paid the normal pay run in May for the prior financial year

TIME OFF AND LEAVE OF ABSENCE

1. Family/Medical Leave

Greenstaff Medical USA recognizes that there may be family and medical reasons for requesting a leave of absence. We also support, and will act in accordance with, federal and state regulations that provide you with unpaid protected leave, such as the Family Medical Leave Act (FMLA).

To help you understand your options, we've summarized the law below and have included information on how the Company manages to these regulations. Prior to your leave, you should discuss your situation with your supervisor and/or Human Resources. Your supervisor or Human Resources can then assist you in ensuring the proper forms are completed. Additionally, you should discuss the continuation of your benefits and insurance with Human Resources.

2. Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) provides up to 12 weeks of unpaid, job protected leave for eligible employees with certain family and medical reasons, without loss of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

"Job protected" leave means that the Company will ensure that an "equivalent position" is available to the employee upon return from FMLA. Equivalent position under FMLA means a position with equivalent benefits, pay and other terms or conditions of employment that was held prior to the leave.

The following information is provided to explain the employee's rights and obligations when requesting family or medical leave.

To be eligible for leave under this policy an employee must have been employed with the Company for a total of twelve months, must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

Family and medical leave may be taken for the following reasons:

- The birth of a child and to care for the newborn child within one year of birth.
- The care for a child following the placement with the employee for adoption or foster care within one year of placement.
- To care for the employee's spouse, child or parent who has a "serious health condition."
- A "serious health condition that makes the employee unable to perform the essential functions of his or her job.

FMLA permits the employee to take intermittent or a reduced leave schedule when medically necessary for serious health condition. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient Hospital Care (overnight stay), including any period of incapacity or subsequent treatment in connection with such inpatient care.
- Continuing treatment by a healthcare provider except for cosmetic treatments or routine examinations.

Generally, unless complications arise, the common cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraine) and routine dental or orthodontia examinations do not qualify for FMLA leave.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees as least seven calendar days to cure deficiencies. The Company will deny FMLA leave

to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

If you and your spouse both work for the Company, you may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

- For the birth of and/or to care for your child after birth.
- For placement of a child for adoption or foster care, or to care for the child after placement.
- To care for a parent with a serious health condition.

If the reason for the leave qualifies for Short Term Disability (STD), you may apply for STD benefits. If the reason for leave does not qualify for STD benefits, you may use accrued PTO. Time missed for a qualified FMLA leave will be counted toward the 12 week leave entitlement, beginning with the first day away from work, regardless of whether you receive pay for the time.

Individual state leave laws may also be applicable and information may be obtained by contacting Human Resources.

(a) Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent who is a member of a regular component of the Armed Forces on active duty or has been notified of an impending call or order to active duty status for deployment to any foreign country in the regular or reserve components of the Armed Forces, including the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying needs may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retirees list, for a serious injury or illness. Such veteran is considered a covered service member if he/she was a member of the Armed Forces, including the National Guard and Reserves, at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy. A covered service member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces or if he/ she has an injury or illness that was incurred before the covered service member's active duty and was aggravated by service in the line of duty while on active duty; provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank, or rating. A serious injury or illness of a veteran is further defined to encompass an injury or illness incurred in the line of duty while on active duty, or which existed prior to active duty but was aggravated by service in the line of duty while on active duty, and that manifested itself either before or after the covered service member became a veteran.

(b) Notification of Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practical under the facts and circumstances of the particular case. Employees, who fail to give 30

days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

(c) Benefits Coverage

Greenstaff Medical USA will continue to pay the Company's portion of insurance premiums to continue your health benefits through your leave. While you are being paid through payroll, your normal deductions will continue to be deducted. However, once you are no longer receiving pay from the Company, you will need to make monthly payments to the Company to continue your health insurance. Failure to pay the premium within the 30 day grace period will cause benefits to cease retroactively back to the last date in which you paid your portion of the premium. If your leave is less than one (1) month in duration, you may make arrangements to pay your missed payroll deductions via payroll deduction upon your return over one to three pay cycles. If you elect not to continue health insurance and/or do not pay the employee's portion of the premium, benefits will cease at the end of the month in which benefit premiums were last collected. For more information, please contact Human Resources.

PTO will continue to accrue while you are being paid through payroll. However, once you are no longer receiving pay from the Company, PTO accrual will be discontinued until such time that you are paid through payroll.

(d) Return to Work

Greenstaff Medical USA will reinstate you to the same position previously occupied or to a comparable position upon your return to work. To ensure we are able to support any limitations or accommodations you may need, you will be asked to provide a physician's statement certifying your ability to return to work, prior to your returning to work. In cases involving an employee's return from leave because of their own serious health condition, the Company may require the employee to provide medical certification that the employee is fit to return to duty (a fitness-for-duty report). Determination of the need for a fitness-for-duty report will be based upon the nature of the illness and duration of the leave.

3. Bereavement Leave

Eligibility: Regular, full-time and part-time employees after completion of the Probationary Period.

The death of a loved one is a difficult time. To support you through this time, Greenstaff Medical USA provides up to 3 days of pay in the event of death of the employee's:

- Spouse (Current)
- Domestic partner
- Children (including stepchildren)
- Father or Mother
- Father or Mother of current spouse
- Grandparents
- Grandchildren
- Brothers/Sisters.

Please inform your supervisor of your need for bereavement leave as soon as you are aware. If you need more time away from work than outlined as paid leave in this policy, you may make arrangements with your supervisor to obtain approval to use PTO days needed.

Bereavement Leave is paid at your base rate of pay at the time of the leave. Over time or any special forms of compensation such as incentives, commissions or bonuses will not be considered when determining your pay rate for the purposes of paying Bereavement Leave.

If you are on an unpaid leave of absence at the time you experience a loss, you will not be eligible for Bereavement pay.

4. Holidays

Greenstaff Medical USA will grant paid holiday time off to all regular full-time employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

(a) Scheduled Holidays

Nine of the designated holidays are as follows:

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

Additional Company-designated holidays may be determined and announced each year.

(b) Pay for Holidays

Holiday pay is paid at your base rate of pay at the time of the Holiday. Overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials will not be considered when determining your pay rate for the purposes of paying Holiday.

You will receive Holiday pay for the number of hours you would otherwise have worked on that day. Paid time off hours for holidays will not be counted as hours worked for the purposes of determining over time. If a holiday occurs during your scheduled vacation, the holiday will not count as a day of vacation.

Holiday does not count as "time worked" for the purpose of determining overtime or base pay.

In order to qualify for holiday pay, an employee must work the entire scheduled workday shift immediately before and after the holiday or be on "pre-approved" paid time off or vacation, holiday (in the case of two consecutive holidays), etc. You are not eligible to receive holiday pay when you are on an unpaid leave of absence.

If you are an eligible, non-exempt employee and work on a scheduled holiday, you will receive holiday pay plus wages at time and a half for the hours worked on that holiday.

5. Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time-off policy for eligible employees to use for vacation and personal business.

Full-time employees are eligible to earn PTO benefits as described in this policy 30 days after their start date but are not eligible to use PTO until one month of continuous employment. You are entitled to 20 days (pro rata) PTO per year.

To schedule planned PTO, employees should request advance approval from their supervisor at least one week in advance for single days and one month in advance for 1 or more weeks PTO. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Any unused PTO days will be forfeited at the end of each calendar year on December 31st.

PTO days are paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

If an employee resigns and provides the requisite notice as set forth in their employment agreement, and works the full notice period, the employee will be paid any accrued but unused PTO days. However, if the employee resigns with less than the requisite notice period, but works at least half the notice requirement, the employee may receive a pro rata balance of accrued paid time off.

Employees involuntarily terminated from Greenstaff Medical USA will forfeit any earned unused PTO.

PTO is also used when an employee is incapacitated for the performance of their duties because of:

1. The employee's own sickness or injury;
2. Illness in the employee's immediate family that requires the presence of the employee.

After three (3) days of continuous sick leave, the employer reserves the right to ask the employee to provide a doctor's certificate and the employee must provide a release from a physician to return to work unless otherwise approved by their supervisor. All employees must call their supervisor and/or the Administrative Director on a daily basis to report their absence.

PTO for sick leave will be calculated based on the employee'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.

6. Additional Days Leave

(a) Birthday Days

In addition to your normal annual PTO, you will be entitled to take a half day's leave to celebrate your birthday. Requests for Birthday Days should be made using the 'Other Leave' request procedure and selecting 'Birthday Day' within PeopleHR. This will not be deducted from your holiday allowance but will need to be authorized following normal leave booking procedures.

(b) Other Time Off

We recognize that there will be occasions when employees will request time off for medical, dental appointments, etc. or indeed for domestic reasons. Such requests will only be granted at the discretion of your supervisor and in the interests of business efficiency, such requests should be kept to a minimum. In the first instance, such appointments should be arranged for outside of your normal working hours, or at the very least for the very beginning or very end of the working day to minimize disruption.

Should you find you need to leave work during the working day, you must first obtain the permission of your supervisor.

7. Jury Duty

Employees serving on a jury or as a witness will receive their regular rate of pay for up to 5 days of jury (or witness) duty within a 12-month period. Part-time employees will receive a prorated number of hours based on the employee's normal work schedule. The balance of any jury duty or witness leave will be unpaid.

Employees should retain a copy of the jury summons and court timecard or witness subpoena. Employees may be required to provide this documentation to certify their time away from work. Employees are required to report to work each day as soon as they are released by a court. The Company will not provide a written notice to excuse jury service.

8. Time to Vote

We encourage all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, your working hours are such that you will have ample time to cast your vote before or after your work shift. If you find yourself with insufficient time to vote, however, please discuss the matter with your supervisor. We will comply with all applicable state and municipal voting time laws.

9. Military Leave

Greenstaff Medical USA is committed to protecting the job rights of employees in the uniformed services. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. military services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible employees may take up to five cumulative years of leave under this policy.

Advance notice of military service and a copy of service orders are required. Unless military necessity prevents such notice or it is otherwise impossible or unreasonable, notice must be provided within 30 days of active service.

Military leave will be unpaid. However, employees may elect to use accrued paid time off for the absence. Except as otherwise indicated by the Company policy, benefit accruals, such as vacation, personal time, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Greenstaff Medical USA health insurance coverage will continue until the end of the month following the month in which the employee last worked. The employee will be required to pay his or her normal employee share of the premium during this time. After this period, the employee has the right under

COBRA to elect continuing group health insurance, at the employee's expense, for up to 24 months following separation from employment.

An employee who takes leave under this policy will be eligible for reemployment, provided that the employee was honorably discharged from military service and provides discharge documentation.

A returning employee must seek timely reinstatement depending upon the length of military service, as follows, or defined by applicable law:

<u>Length of Service</u>	<u>Time Limit for Seeking Reinstatement</u>
Less than 31 days	By the start of the first work day that begins at least eight hours after the completion of service
31 to 179 days	No later than 14 days following the completion of service
180 days or more	No later than 90 days following the completion of service

An employee who is hospitalized for an injury or illness incurred or aggravated during military service will have up to two years following completion of service to submit an application for reemployment to Human Resources.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

<u>Length of Service</u>	<u>Reemployment Position(s)</u>
90 or fewer days	Position that the employee would have held if employment had not been interrupted by military service or Employee's previous position.
More than 90 days	Position that the employee would have held if employment had not been interrupted by military service; or a position of like seniority, status and pay for which the employ is qualified, with or without reasonable efforts by the Company to help the employee become qualified.

10. Notification Of Absence

You must notify a member of the senior management team by telephone to either your supervisor or Director (NOT text message or email), at the earliest opportunity on the first day of your sickness absence. This should be done BEFORE the starting time of your shift. If this is does not happen, an explanation for not doing so will be required.

Notification should be made in person or, ONLY when you are not able to, by a relative, friend or neighbor. Again, if this is does not happen, an explanation for not doing so will be required.

It is essential that you comply with the above, so that we can make arrangements to cover your duties and responsibilities thus minimizing the disruption to our business and maintaining a reasonable workload for your colleagues.

You will be required to provide the following information, when you notify us of your absence:

- the reason for your absence.
- how long you expect to be absent from work.

You must notify your supervisor, by telephone at the latest, on the day before the day on which you intend to return to work. This is to allow us to stand down the temporary arrangements made to cover your absence and to plan for you to resume your duties and responsibilities.

11. Return to Work

If you are absent from work over seven (7) consecutive days or more, you must forward a medical Return to Work certification to us. The Medical Certificate may state that you are unfit for work but may say that you will be able to work with appropriate accommodations. If your doctor states that you may be able to work, he/she must provide general information to support that statement. This could include advice about changes that could be made by us in agreement with you that would assist a return to work.

Where it is considered necessary, we reserve the right to ask you to undergo an independent medical examination prior to your return to work.

12. Infectious/Contagious Illness

If you are suffering from such a condition, you must not report for work without your doctor's clearance. If in any doubt, please notify us and consult your doctor.

13. Other Activities

During an absence for illness, Greenstaff Medical USA does not expect that employees will participate in any activity which a reasonable person or health care professional would find inconsistent with the reason given for the absence; this includes both alternative work and leisure activities.

Any employee found to have participated in an activity inconsistent with an absence for illness, or to have claimed to be sick when not so, will lose entitlement to pay for the relevant period and may become subject to the company's disciplinary procedure

GRIEVANCE PROCEDURE

As an employer, we know that problems and tensions can arise between people at work and that, if such issues are not dealt with and resolved quickly, they may well get worse rather than better. Accordingly, we have established our Grievance Procedure, the use of which is open to all employees at any time during their employment with us. The purpose of the procedure is first to allow an employee to freely express a complaint or matter of concern and then, where appropriate, to try and resolve the issues raised by means of a discussion and negotiation or, if necessary, counselling or training.

It is always beneficial to try and resolve any issue informally. Solutions can be reached quickly, with minimum risk to confidentiality. It pays to act quickly to reduce personal embarrassment and suffering, avoid disruption to work and working relationships. You should in the first instance, approach your supervisor and inform them of the complaint, problem or concern.

In many cases it is sufficient for the recipient of harassment to raise the problem with the perpetrator, pointing out the unacceptable behavior. If you find this difficult or embarrassing, please speak with your immediate supervisor or the HR Manager. A choice of contact will be available in case the person's supervisor is the harasser.

If you feel that the matter, about which you are aggrieved, is of a particularly sensitive or serious nature, then it may be appropriate to refer the grievance to a higher level in the first instance. If the informal process fails to resolve the issue, and you wish to make your grievance formal, then at that stage, you are required to make your grievance in writing. A formal meeting will be held. We will consider our response to the grievance you have raised and will inform you of our decision in writing.

Formal allegations of harassment, bullying or any intimidating behavior may be treated as a disciplinary offense.

A record of complaints and investigations will always be made. These will include the names of the people involved, dates, the nature and frequency of incidents, action taken, follow-up and monitoring information. All sensitive information will be treated confidentially and meet the requirements of all privacy laws.

CONFIDENTIAL REPORTING POLICY

The Company has a confidential reporting system, which is available to ALL employees, irrespective of their length of service, or the position they hold within Greenstaff Medical USA. We trust you will not have cause to use the system; however, you should be aware of its availability and purpose.

The main purpose of the system is to provide employees with ready access to a safe and effective means of reporting any matters regarding Greenstaff Medical USA and/or its employees, no matter how serious, in the full knowledge that the report will be dealt with in the strictest confidence, and they will be protected against any detriment.

This policy is intended to cover major concerns that may fall outside the scope of other policies mentioned previously. These include:

- conduct which is a criminal offense or a breach of the law;
- health and safety risks, including risks to the public or employees;
- the unauthorised use of public funds;
- possible fraud and corruption;
- sexual, physical or verbal abuse; and
- other unethical conduct.

Should you discover a situation, which you feel would be best dealt with by means of this system; you are free to decide to whom you should report the matter, in terms of their seniority/position within the Company. Whomsoever you choose to make your report to, you can rest assured of Greenstaff Medical USA's understanding and protection.

Greenstaff Medical USA will support employees who make confidential disclosures and protect them from reprisals, or victimization. If an employee comes forward with a genuine concern, they can be confident that their employment will in no way be affected.

If anyone tries to discourage an employee from coming forward, to express a genuine concern, we will treat this as a serious disciplinary offense. In the same way, anyone who criticizes, or victimizes, an employee, after a concern has been expressed, will be subject to disciplinary action.

It is acknowledged, that it is never easy to report a concern, particularly one which may relate to an unlawful act. However, employees are urged to come forward with any concerns, at the earliest opportunity, so that matters can be dealt with promptly and effectively, before problems can get out of hand.

In the first instance, you may wish to discuss the matter, on an informal basis with the CEO or People Director, however this in no way should dissuade you from making a formal report. Whilst there is no right to be accompanied under the law, Greenstaff Medical USA will allow a companion to attend any meetings to consider concerns being raised.

Investigations will be conducted into complaints and will be carried out by the most appropriate senior member of the management team. This may include the person who initially received the complaint. We will aim to respond to a complaint within 7 calendar days of the complaint being received and will inform you, where practicable and relevant, of each stage of the investigation.

It is likely that during the course of any investigation, the investigators will need to access personal data about employees. Greenstaff Medical USA will ensure that investigators know about data protection issues when conducting a search for evidence.

RECEIPT FOR EMPLOYEE HANDBOOK

I acknowledge receipt of the Employee Handbook dated _____, 20___. I read the entire set of policies found in the handbook carefully.

I understand that any and all prior versions of the Company handbook, or other employee manuals, are revoked and declared null and void. I will return any prior versions of any Handbooks, Manuals or SOP's or destroy them. I understand that when changes are made, I will be asked to replace certain sections with updated materials, and the previous materials have no further effect.

I REALIZE THAT THE ISSUANCE OF THIS HANDBOOK DOES NOT IN ANY WAY ALTER MY EMPLOYMENT STATUS WITH THE COMPANY, WHICH MAY BE "AT-WILL." IF APPLICABLE, I UNDERSTAND THAT MY "AT-WILL" EMPLOYMENT STATUS MEANS MY EMPLOYMENT MAY BE TERMINATED BY EITHER ME OR THE COMPANY FOR ANY REASON OR NO REASON, AT ANY TIME, WITH OR WITHOUT NOTICE. I ACKNOWLEDGE THAT THIS HANDBOOK IS NOT AN EMPLOYMENT CONTRACT.

I understand that only authorized members of management have the sole authority at the Company to make any agreement with me that would constitute an employment contract for a definite term. I also understand that it is the Company policy not to create oral contracts of employment. Therefore, I agree I have no employment contract for a definite term unless I have a written contract signed by a Company designated officer.

I ALSO UNDERSTAND THAT THE ELECTRONIC RESOURCES THE COMPANY PROVIDED TO ME, INCLUDING THE COMPUTER, ITS HARDWARE, ITS SOFTWARE, THE FILES THEREON AND THE INFORMATION STORED THEREON (WHETHER CREATED BY ME OR THE COMPANY), THE SERVER, ALL E-MAIL (INCLUDING MY E-MAIL ACCOUNT), AND THE INTERNET ACCESS ARE ALL THE PROPERTY OF THE COMPANY. I ACKNOWLEDGE THAT I HAVE NO PRIVACY INTEREST IN THE AFOREMENTIONED ITEMS. I HEREBY AUTHORIZE AND CONSENT TO ALLOW THE COMPANY TO REVIEW, MONITOR, SEARCH, OR ACCESS MY COMPUTER, ANYTHING ON MY COMPUTER OR MY E-MAIL OR INTERNET ACCOUNTS FOR ANY REASON OR NO REASON AT THE COMPANY'S DISCRETION.

I acknowledge and understand that any property or areas used by me as an employee, any personal property belonging to me and brought on the Company property or facilities, and any computer or other equipment used in conjunction with my employment, may be subject to search or inspection without my consent. Further, as a condition of my employment, I hereby expressly authorize and consent to access and inspection by authorized Company personnel. The Company reserves the right to search any property or area used by an employee without the employee's consent. Please note that the Company takes no responsibility and the Employee bears the risk for any loss or damage to personal property.

I ALSO AKNOWLEDGE THAT IN THE COURSE OF MY EMPLOYMENT WITH THE COMPANY, I WILL RECEIVE ACCESS TO INFORMATION THAT THE COMPANY DEEMS CONFIDENTIAL AND PROPRIETARY. I AGREE NOT TO USE ANY COMPANY CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXCEPT IN FURTHERANCE OF MY DUTIES TO THE COMPANY. I AGREE NOT TO DISCLOSE ANY COMPANY CONFIDENTIAL AND/OR PROPRIETARY INFORMATION TO ANY PERSON WHO IS NOT A COMPANY EMPLOYEE WITHOUT PRIOR CONSENT FROM A DESIGNATED COMPANY OFFICER.

I also understand that the provisions of this Handbook take effect immediately.

Employee's Signature

Employee's Name (Please Print)

Date

Received By: _____ on - - _____

WAGE DEDUCTION AUTHORIZATION AGREEMENT

I understand and agree that my employer, Greenstaff Medical USA LLC. (the Company), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the Company's group medical/dental plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. installment payments on loans or wage advances given to me by the Company, and if there is a balance remaining when I leave the Company, the balance of such loans or advances;
4. installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave the Company, the balance of such store credit or charges;
5. if I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
6. the cost to the Company of personal long-distance calls I may make, or messages I may send, using Company phones (land lines or cell phones) or Company accounts, of personal faxes sent by me using Company equipment or Company accounts, or of non-work related access to the Internet or other computer networks by me using Company equipment or Company accounts;
7. the cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount);
8. the cost of Company uniforms and of cleaning the uniforms (the Company will deduct only the actual price it pays for uniforms and cleaning costs);
9. the reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the Company in connection with my employment;
10. administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
11. if I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
12. the value of any time off for absences to which paid leave is not applied (except in the case of those who are paid a fixed salary for fluctuating workweeks, non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and
13. if my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable Company

