

I acknowledge that I have received the information regarding:

- California Paid Family Leave (DE 2511)
- California State Disability Insurance (DE 2515)
- California's Programs for the Unemployed (DE 2320)
- Sexual Harassment (DFEH 185)
- Employee Right's under Worker's Compensation
 - Pre-designation of Personal Physical (DWC 9783.1)
- Rights of Victims of Domestic Violence, Sexual Assault and Stalking

Name (Please Print)

Signature

Date

1. As an employee of FCS International, Inc. (FCS), I will receive or develop Confidential Information belonging to FCS.
2. I will not, except as may be required by my employment with FCS, use for my own benefit or disclose to others either during or subsequent to my employment, any Confidential Information as hereinafter defined.
3. Upon request or upon termination of any employment with FCS, I will immediately turn over to FCS any Confidential Information in my possession.
4. For purposes of this Agreement, "Confidential Information" shall mean information or material proprietary to FCS whether or not designated as Confidential Information which I develop or of which I obtain knowledge or access through or as a result of my employment with FCS including information conceived, originated, discovered, or developed in whole or in part by me. Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reduced to writing): operational, statistical, financial, marketing and personnel information, access codes, card keys, telephone numbers of current or former FCS employees, passwords, and data relating to the business of FCS, and its employees, including employee salary and personnel information, or to FCS's clients and potential clients or to FCS's business opportunities. Confidential Information also includes discoveries, ideas, strategies, forecasts, new products, unpublished financial statements, budgets, projections, licenses, prices, costs, client lists and data bases, business and marketing plans, prospect databases, project working papers, supplier lists, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, programs, formulas, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, information pertaining to clients, price lists, and pricing policies. Confidential Information also includes any information described above which FCS obtains from another party and which FCS treats as proprietary or designates as Confidential Information, whether or not owned or developed by FCS.
5. Any inventions or ideas which I conceive in whole or in part during or after the term of my employment with FCS, which are made through the use of any of the Confidential Information or any of FCS's equipment, facilities, trade secrets, or time, or which result from any work I perform for FCS, shall belong exclusively to FCS and I hereby assign and agree to assign them to FCS.
6. Because of the unique nature of the Confidential Information, I understand that FCS will suffer irreparable harm if I fail to comply with any of my obligations under Section 2, 3, or 5, of this Agreement, and that monetary damages will be inadequate to compensate FCS for such breach. Accordingly, I agree that FCS will, in addition, to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of Sections 2, 3, and 5, of this Agreement. I also understand and agree that I may be terminated immediately for any breach of this agreement. I agree to pay FCS's reasonable attorneys' fees required to enforce the terms of this Agreement.

7. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and the provisions of this Agreement are intended to be and shall be deemed severable.
8. Waiver by FCS of any breach of this Agreement or its failure to exercise any of its rights under this Agreement shall not be deemed a waiver of any subsequent breach or right. The failure of FCS to take action at the earliest possible time to redress any such breach or to exercise any such right shall not deprive FCS of the right to take action at any subsequent time, while such breach or condition giving rise to such right continues.
9. I understand that this Agreement does not create any rights to continued employment and that FCS may terminate my employment at any time and for any reason.
10. This Agreement shall be governed by California law. The proper venue for any action arising from or in connection with the interpretation or enforcement of this Agreement shall be Orange County, California, unless otherwise selected by FCS. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written.

I agree to the above terms and acknowledge receipt of a copy of this Agreement.

Name (Please Print)

Signature

Date

Address

Employee Handbook & At-Will Agreement Acknowledgement

Please review, sign, and date this form below. You will find a copy of this agreement in the employee handbook; the original signed copy will be placed in your personnel folder.

This is to acknowledge I that it is my responsibility to read, understand, and adhere to the policies and practices outlined in the FCS International, Inc. ("the Company") Employee Handbook ("Employee Handbook") and understand that it sets forth the terms and conditions of my employment, as well as the duties, responsibilities, and obligations of employment with the Company. I also understand that the Company has the right to modify, amend, or withdraw any and all of the policies and procedures described in the Employee Handbook, with the exception of its policy of at-will employment, at any time, with or without prior notice or cause. All such revisions, deletions, or additions will be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

I understand and acknowledge that my employment with the Company is at-will and may be terminated at any time for any reason, by either myself or the Company, with or without cause or notice, by the Company or me. I acknowledge and agree that nothing in this Employee Handbook and any oral statements or representations regarding my employment can alter the foregoing. I also understand and agree that I may be demoted or disciplined and the terms of my employment may be altered at any time, with or without cause and with or without notice, at the sole discretion of the Company. I acknowledge and agree that this handbook is not intended to create any contrary contractual or other legal rights or obligations between the Company and myself.

I further understand and agree that this Agreement supersedes any prior representations or promises and that no person has the authority to modify the at-will term of my employment relationship unless such agreement is signed by the President of the Company.

Name (Please Print)

Signature

Date

Field Safety Awareness Handbook Acknowledgement

I, _____, acknowledge receipt of the FCS International, Inc. (FCS) Field Safety Awareness Handbook and understand that it outlines my obligations regarding proper health and safety procedures that should be exercised while I am performing fieldwork on behalf of FCS. I agree to familiarize myself with its contents and to abide by its procedures.

I understand that FCS reserves full discretion to modify or delete provisions in this handbook at any time and without advance notice, and that as new and amended handbook documents become available, they will be given to me for inclusion in this handbook.

Name (Please Print)

Signature

Date

Purpose of Policy

FCS International, Inc. (FCS) with respect to the use of the computer software, and to set forth guidelines for administration and enforcement of this policy. The policy applies to all employees.

Definition

FCS licenses the use of its computer software from a number of outside companies. FCS does not own this software or its related documentation, and unless authorized by the software developer ("Owner"), does not have the right to reproduce it. Pursuant to the Copyright Act of the United States, illegal reproduction of software may be subject to civil and criminal penalties, including fines and imprisonment.

Policy

In order to protect the proprietary rights of the Owner from unlawful duplication of its software, FCS employees agree to comply with the following policy:

Employees recognize that the computer programs, manuals, and other materials ("Materials") supplied by the Owner of FCS are subject to the proprietary rights of the Owner. Employees acknowledge and agree that these Materials are trade secrets if the Owner, are protected by civil and criminal law, and by the law copyright, are very valuable to the Owner, and that their use and disclosure must be carefully and continuously controlled.

Employees shall not copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the computer programs, documentation or information furnished by the Owner except for purposes of back-up retention and/or maintenance functions as recommended by the Owner. Employees may copy for their own solely in the scope of employment with FCS, operation, training, and other manuals and materials or portions thereof and only after obtaining authorization from FCS's Network Administrator. Employees shall advise the Network Administrator of the number of copies made and their distribution.

Use of Materials furnished by the Owner to FCS, and in turn by FCS to its employees, shall be subject to the following restrictions:

- Only authorized FCS employees, authorized persons under contract by FCS, or authorized persons working under the supervision of FCS employees will be permitted to use the Materials.
- Materials shall only be used internally for duties relating to FCS matters arising within the scope of employment with FCS.
- Materials shall be used to support only terminals, workstations or stand-alone computers operated by FCS.
- With regard to use on local area network or on multiple machines, Employees shall use the software only in accordance with the license agreement.

Employees agree to notify the Network Administrator immediately of unauthorized possession. Use or knowledge of any FCS license Materials supplied by the Owner, by any person or organizations not authorized to have such possession, use or knowledge. Employees shall promptly furnish full details of such possession, use, or knowledge to the Network Administrator. Employees recognize that FCS will assist the

Owner in preventing the recurrence of such possession, use or knowledge, and will cooperate with the Owner in any litigation against these parties deemed necessary by the Owner to protect its proprietary rights.

Employees violating this policy shall be subject to disciplinary action by FCS, including but now limited to termination of employment.

FCS shall be held harmless by the Employee for Employee's unauthorized use, possession or knowledge of Materials furnished by the Owner to FCS if the unauthorized use, possession, or knowledge is not done or obtained with the knowledge and willful consent of FCS with intent to harm the proprietary rights or to breach the contract rights of the Owner.

I have carefully reviewed the foregoing FCS policy regarding the use of computer software and agree to comply with the provisions of this policy.

Name (Please Print)

Signature

Date

General Policy

It is the policy of FCS International, Inc. (FCS) to provide employees with inbound access to the FCS network to perform job-related duties while away from the office.

Purpose of Policy

Access to and from the FCS network is valuable and productive tool for employees that use it to perform job-related duties. The purpose of this policy is to ensure that this tool is used for job-related duties. The policy will also establish a procedure for employees to gain access to this tool.

Eligibility

Inbound Access - May be granted to employees that have a home computer equipped with compatible communications software, such as PCAnywhere, and a 28.8 or 56K modem. Recommendation from the employee's immediate supervisor or manager that access is necessary to perform job-related duties as well as, approval from the Network Administrator, must be secured before access is granted.

Outbound Access - May be granted to employees that have or have access to a PC workstation connected to the FCS Network. Recommendation from employee's immediate supervisor or manager that access is necessary to perform job-related duties, as well as, approval from the Network Administrator, must be secured before access is granted.

Administrative Responsibility

The Network Administrator, the Personnel Manager and/or the Principals of FCS are responsible for administration and enforcement of this policy. Employees violating this policy shall be subject to disciplinary action by FCS, including but not limited to immediate termination of the approval for use of inbound and outbound system access and/or termination of employment.

Procedure

Employees that require inbound or outbound communications access should submit an email request to their immediate supervisor for review and approval. Once approved by the immediate supervisor, the email request should be forwarded to the Personnel Manager and Network Administrator for approval. The request must contain a complete description of the job-related duties to be performed. If the request is for inbound access, a complete and detailed description of the employee's IBM and IBM compatible PC and communications equipment must also be included. The Personnel Manager and Network Administrator will review the request and advise status of request for approval. If approval is granted, the appropriate software will be given to the employee to take home and install on the employee's PC.

Name (Please Print)

Signature

Date

Access & Usage of Internet and Internet

Purpose of Policy

FCS International, Inc. (FCS) recognizes that our electronic communications system (network) allows unprecedented opportunities for employees to communicate, learn, access, and publish information. FCS believes that the resources available through this network and the skills that employees will develop in using it are of significant value in the learning process and FCS continued success. These new opportunities also pose many new challenges including, but not limited to, access for all employees as applicable, security, and cost of maintaining and upgrading systems. FCS will endeavor to ensure that these concerns are appropriately addressed, but cannot ensure that problems will not arise. The purpose of this policy is to ensure FCS provides training and procedures that encourage the appropriate possible access to electronic information systems and networks by employees, while establishing reasonable controls for the lawful, efficient, and beneficial use and management of the system.

Definition

A. Use of Services on the FCS Intranet and Internet

Access to services on the FCS Intranet and Internet is provided to employees for their use as a business and communications tool. Each employee accessing the FCS Intranet and Internet is expected to use common sense and good business judgment. All messages, and/or images are the property of FCS. FCS MAY MONITOR, ACCESS AND DISCLOSE USAGE OF THE SERVICES ON THE FCS INTRANET AND INTERNET BY ANY EMPLOYEE. EMPLOYEES SHOULD NOT ASSUME THAT ANY ACCESS TO SERVICES ON THE FCS INTRANET OR INTERNET IS CONFIDENTIAL.

B. Misuse of Services on the FCS Intranet and Internet

Employees found to have engaged in improper activities will be subject to disciplinary action, including but not limited to termination of their right to use the internet and/or termination of employment. Examples of misuse of access to services on the FCS Intranet and Internet include, but are not limited to:

1. Use of services on the FCS Intranet and Internet that in any way are disruptive, offensive or harmful to morale. The display of or transmission of sexually explicit images, messages or cartoons, or any use of ethnic slurs, racial epithets or anything that may be construed as harassment or disparagement of others is strictly prohibited.
2. Use of services on the FCS Intranet or Internet to send or receive copies of documents in violation of copyright laws.
3. Use of the services on the Internet for "moonlighting" or employment opportunities with other firms.
4. Use of the services on the FCS Intranet or Internet to read, send or receive information, access to which is restricted by government security laws or regulations.

Name (Please Print)

Signature

Date

Definition

FCS International, Inc. (FCS) requests that you review FCS's auto policy and sign in the space provided at the bottom upon completing your review. In particular, FCS's auto policy elaborates on the company's policy regarding the use of your auto for company business. Please make a copy for your records. This policy outlines some important issues that you must be familiar with and requires your review, understanding, and signature. FCS believes our policy is fair and is written consistent with the practice of similar local firms in California. If you have any questions, suggestions or comments, please contact Finance or Human Resources.

On-Road Mileage Reimbursement

FCS has modified its' per mile reimbursement for business use of your personal auto to the current standard IRS rate. Mileage is designed to cover the usual and customary cost of operating your vehicle. These costs include depreciation of your auto, automobile insurance, gasoline, and repair and maintenance. Please refer to the Internal Revenue Service website for the current per mile Standard Mileage Rate.

Mileage is paid from the office to the business destination or from another starting point (i.e. your residence) to the business destination; whichever is less. Being a good citizen means you do not abuse this rule, as the entire purpose of the mileage reimbursement program is not to "make money", but to make sure our employees are not "out of pocket".

On-call employees will be reimbursed mileage based on what is considered the "normal commuting area". An on-call employee's normal commuting area is considered the area within a 30-mile radius of a job site. Time worked and mileage reimbursement will begin after an on-call employee has exceeded the 30- mile one-way distance.

A rental car must be used if driving over 175 miles round-trip, thus reducing company costs. If the projected weekly miles are to exceed 350, a weekly car rental must be used. Employees should contact their respective direct Supervisor to arrange for a rental vehicle.

Mileage Limits

As an employee of FCS International, Inc. (FCS) you are required to utilize your personal vehicle for company business, or secure a rental (if the cost of mileage reimbursement exceeds the cost of automobile rental, i.e., all travel over 175 miles round-trip or 350 miles within a week) in lieu of driving your own vehicle. Expense report reimbursement requests may be denied for failure to use an idle company vehicle, or by exceeding the 175 round-trip, or 350 weekly mileage limits without prior approval from a Director of the firm.

Before you can drive on company business, you must comply with the following:

- Have in your possession a valid California driver's license. Please provide FCS with a copy and on each renewal date thereafter.
- By signing below, you are authorizing FCS to obtain a copy of your driving record from the Department of Motor Vehicles. The information obtained will remain strictly confidential. If such record reflects information that in FCS's sole opinion warrants, we may restrict you from driving on behalf of the company, we will inform you in writing if this is so.
- You must carry proof of insurance at all times while driving your personal vehicle on company business. The recommended limits shall be \$100,000/\$300,000 Bodily Injury and \$50,000 Property

Damage. You must provide FCS with a copy of your "Proof of Insurance" card and an additional copy on each renewal date of the policy thereafter.

- **If your personal vehicle is involved in an accident, or damage is sustained to property or persons, please be alert that your personal insurance is primary and the claim for such would be submitted against your personal auto insurance. FCS cannot obtain insurance on non-owned autos. Therefore, FCS strongly recommends, and for your protection, that you carry the suggested minimum coverage as noted on this policy.**
- You must follow all the rules and regulations on all roadways and parking areas. It is especially important that you drive at or under the posted speed limit and always drive safely.
- While FCS strongly discourages the use of cell phones in any way, should you choose to use your phone while driving to make or receive calls, you must use a hands free device.
- Text messaging, surfing the internet, receiving or responding to emails while driving in the course of company business is prohibited.
- You are never allowed to have passengers that are not required for the specific business purpose to which you are attending. As an example, family members, friends, neighbors, etc. are not allowed to accompany you on company business without the advance written approval of FCS.
- Never drive in unsafe or hazardous terrain or weather, even if a client is demanding you do so. Use your best judgment on behalf of your personal safety and to protect the assets of FCS.
- Reimbursement for company business mileage on your personal vehicle:
 - Must be submitted to accounting after approval is obtained from your supervisor.
 - Must include job no. information.
 - Must be submitted on an expense report form monthly (Same deadline as the last timesheet per month).
- The amount of reimbursement per mile is the amount in effect at the time of employment and is subject to change.
- **If you are renting a vehicle on behalf of FCS International, Inc. you must answer "no" to the request for property damage insurance for the rented vehicle.** FCS's owned and non-owned auto insurance policy covers damage to other property, third party bodily injury or bodily injury to our employee after health insurance payments.

I understand and accept the aforementioned conditions for the use of my personal auto in my employment at FirstCarbon Solution and I agree and accept these conditions as a part of my employment.

FCS suggested Auto Insurance minimum coverage \$100,000/\$300,000 Bodily Injury; \$50,000 Property

Name (Please Print)

Signature

Date

(Human Resources Use Only)

Received copies of: Valid California driver's license ☐

Proof of Insurance provided ☐

Date: January 12, 2017
To: All Staff
From: Legal/Human Resources/Finance
Subject: Time Sheet Entry Policy

To ensure consistent and accurate accounting and time sheet information, all employees must follow the Time Sheet Entry Policy stated below:

Purpose

In order to process payroll, to maintain FCS' accounting system, and to comply with federal and state law, all employees are required to fill out attendance records.

Non-Exempt Employee Requirements

Non-exempt employees are also required to complete electronic timesheets which must accurately record their actual starting time (not arrival time), time in and out for meal periods, time in and out for any other reason (other than rest breaks), quitting time, and total hours worked for each day worked, including overtime or make-up hours. Time entries must meet the standards set for under "Entries" below. Electronic timesheets must also show any approved or unapproved absences during business hours.

Exempt Employee Requirements

Exempt employees must complete electronic timesheets that indicate the total number of hours worked each day, regardless of the number of "expected" hours for the position. This allows FCS to have accurate records that reflect the time spent on any given task or objective. Time entries must meet the standards set for under "Entries" below. Electronic timesheets must also show any approved or unapproved absences during business hours.

Timing

Time sheets must be completed in Vision daily and submitted for Supervisor approval for the billing week no later than 5 p.m. each Friday. Finance will provide an end-of-month billing schedule for final time entry and submittal each month. Please note that because time records are compiled weekly, no time may not be moved from one week to the next. This means that additional time may not be worked to "make-up" for time out of the office to be used the next week.

Entries

- To maintain accurate records, all employees must include the actual number of hours worked, regardless of whether the employee is classified as exempt or non-exempt status.
- Record time to the closest quarter-hour (15-minute intervals).

- Time entries should identify time spent for individual projects, proposals, admin, holiday, paid-time-off, or travel (when available and appropriate). Time must be allocated according to work completed towards each project and all time worked must be accounted for.

Project-Specific Entries

- Time spent on a project, whether completed or not, shall be recorded against that project and no other.
- Entries should identify and be billed to the appropriate “tasks” category for each project.
- Project Managers and/or Project Directors are responsible for providing the appropriate project and task number prior to any work being billed. Use the correct project and task number and ask if you are unsure.
- Use the “comment” field to generally describe what aspect of the project (including non-billed) was worked on. The “comment” field is a practical record-keeping tool that affords staff the opportunity to elaborate on the work completed. Multiple items should be identified sufficiently to aid Project Managers and/or Directors in preparing client project reports and for use in case of an audit.
- At no time is it permitted to charge Admin Time for work completed on a project. Excessively rounding the amount of work performed on a project (i.e., “padding hours”) is also prohibited.
- In recording time, it is mandatory that time recorded reflects time that is actually needed and spent to complete an assignment. Work completed and recorded shall be consistent with the scope of work and fee schedule provided to the client. Work that is inconsistent with the contract terms may be at risk for non-payment.
- Time charged to a project must be an accurate and true reflection of hours worked on the project. Appropriate charges include reviewing project materials, coordination in meetings or conference calls, generating technical reports or correspondence, preparing invoices and progress reports, and may also include travel time. Generally, time charged to a project should provide an increase in value and/or service to our clients.
- In the case of tasks related to marketing, furthering client relations, administration, or other work is not being completed towards a particular project, employees should charge time worked to the appropriate code (i.e., admin, marketing, etc.) with the corresponding “comment.”

Falsifying Time Sheets

Falsifying timesheets is not only unethical, it is a violation of federal and state law and inconsistent with contractual terms. Falsifying timesheets, filing out or submitting another employee’s timesheet, or failure to complete time sheets will be considered grounds for disciplinary action, up to and including termination.

Name (Please Print)

Signature

Date