

EXPRESS TECH

EMPLOYMENT APPLICATION

Applicant Information

Full Name: _____ Date: _____
 Last First M.I.
Address: _____
 Street Address Apartment/Unit #

 City State ZIP Code
Phone: () E-mail Address: _____
Date Available: _____ Social Security No.: _____ Desired Salary: \$ _____
Position Applied for: _____
Have you ever worked for Express Tech? YES NO If yes, when?
 ☐ ☐
Where did you hear about Express Tech?
When will you be available to start work? Available Date: _____

Education

High School: Address: _____
From: To: Did you graduate? YES NO Degree: _____
 ☐ ☐
College: Address: _____
From: To: Did you graduate? YES NO Degree: _____
 ☐ ☐
Other: Address: _____
From: To: Did you graduate? YES NO Degree: _____
 ☐ ☐

References

Please list three professional references.

Full Name: _____ Relationship: _____
Company: _____ Phone: ()
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: ()
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: ()
Address: _____

Previous Employment

Company: _____ Phone: () _____
Address: _____ Supervisor: _____
Job Title: _____
Responsibilities: _____
From: _____ To: _____ Reason for Leaving: _____
May we contact your previous supervisor for a reference? YES ☐ NO ☐

Company: _____ Phone: () _____
Address: _____ Supervisor: _____
Job Title: _____
Responsibilities: _____
From: _____ To: _____ Reason for Leaving: _____
May we contact your previous supervisor for a reference? YES ☐ NO ☐

Company: _____ Phone: () _____
Address: _____ Supervisor: _____
Job Title: _____
Responsibilities: _____
From: _____ To: _____ Reason for Leaving: _____
May we contact your previous supervisor for a reference? YES ☐ NO ☐

Military Service

Branch: _____ From: _____ To: _____
Rank at Discharge: _____ Type of Discharge: _____
If other than honorable, explain: _____

Miscellaneous

- Check which shift you will accept: ☐ Day ☐ Evening ☐ Night ☐ Rotating ☐ Weekends
Specify shift hours _____
- Check which job status you would accept: ☐ Full-time ☐ Part-time (specify) _____
- Check which employment status you'd accept: ☐ Salaried (benefits) ☐ Hourly ☐ Full-Time ☐ Part-time
- Are you willing to accept employment which requires you to travel? ☐ No ☐ Yes. If yes, ☐ During the day only
☐ Occasionally overnight ☐ Frequently overnight

- For purposes of compliance with The Immigration Reform and Control Act, are you legally eligible for employment in the United States? Yes No.

Under the Immigration Reform and Control Act of 1986, as amended, you will be required to fill out a certification verifying that you are eligible to be employed and verifying your identity. Further, you will be required to provide documentation to that effect, should you be employed.

- Are you willing to provide your own transportation if necessary for your employment? ☐ Yes ☐ No.

Certification and Signature

I hereby certify that all entries on all pages of this application and any attachments are true and complete. I agree and understand that any false information herein, regardless of time of discovery, may forfeit my right to any employment with Express Tech. I understand that all information on this application is subject to verification and I consent to criminal history background checks. I also consent to Express Tech's contacts with my references, former employers and educational institutions. I further authorize Express Tech to rely upon and use, as it sees fit, any information received from such contacts. Information contained on this application may be disseminated to other agencies, nongovernmental organizations or systems on a need-to-know basis for good cause shown as determined by the agency head or designee.

Signature: _____ Date: _____

EXPRESS TECH

TERMS OF EMPLOYMENT/CERTIFICATION

I, the undersigned, state that all information given by me in the application for employment (this "application") I submitted to Arvy Enterprises d.b.a. Express Tech ("Express Tech" or the "Company") is true to the best of my knowledge. I authorize Express Tech to verify such information and to contact any reference given by me. Should I be employed by Express Tech, I agree that:

My employment shall be in accordance with the terms of this application and Express Tech rules and regulations, which may be modified at any time by Express Tech.

I understand that Express Tech has a right to expect employees to perform all aspects of a position and if applicant is unable to perform these functions, he or she may not be hired, or he or she may be released from employment. I further understand that Express Tech can require a medical examination or other testing of my physical and mental conditions to determine my fitness for duty. I voluntarily agree to proceed with such examination and testing, and will not hold Express Tech liable for its employment decision based upon the actual results of the examination and testing. By accepting my statements in this Application, Express Tech does not waive any job requirements and has not indicated that I will be offered a position that will excuse me from performance of any job requirements.

By signing below, I voluntarily confirm my understanding that falsification of any information in this application constitutes grounds for immediate dismissal regardless of when such falsification is discovered.

I understand and agree that any employee handbook that I may receive will not constitute an employment contract, but will be merely a gratuitous statement of the Company's then existing policies. I also understand that I will be expected to read and abide by any such handbook.

I acknowledge that: Neither the Company's acceptance of this application, nor the entry into any type of employment relationship, either in the position applied for or any other position, nor the contents of employee handbooks, personnel manuals, benefit plans, or policy statements, nor other customary practices, shall serve to create an actual or implied contract of employment or to confer any right on me to remain an employee of Express Tech. The employment-at-will relationship between Express Tech and the undersigned cannot be altered except by a written instrument signed by the Owner. Both the undersigned and Express Tech may end the employment relationship at any time, without specified notice or reason, and without liability by Express Tech to the undersigned except for earned wages or salary, up to the date of termination.

I further agree that my employment may be contingent upon meeting all requirements of Express Tech for job placement, including medical ones.

I understand that Express Tech will require applicants for employment to take a urinalysis or blood test for drug and alcohol screening as part of the selection process, and that any offer of employment with Express Tech is contingent upon the results of these tests being satisfactory. I understand that if I am employed with Express Tech, Express Tech will require that I submit to a drug or alcohol screening if I am involved in an on-the-job accident, if I am employed in a safety-sensitive position, or if Express Tech

has a reasonable suspicion that I am under the influence of drugs or alcohol, or otherwise according to the policies in the handbook. I hereby authorize the release of the results of any physical examinations or drug tests to Express Tech. I further understand that Express Tech may inspect all lockers and any bags (including purses or briefcases) or parcels brought into or taken out of Express Tech premises, vehicles or equipment, or any other premises, vehicles or equipment in which I am assigned to conduct Company business. I understand that my refusal to submit to a urinalysis, blood test, or search, or tampering with any such test or search, may result in the termination of my employment.

If any injury to me or death in connection with my employment shall be subject to workers' compensation laws, I waive for myself, my heirs, and representatives, all actions at law against Express Tech for damages for such injury or death and agree to accept the applicable compensation award provided for by the laws of the State of California at the time of such injury or death.

All right, title, and interest, including, without limitation, all copyrights and patents, in and to any material produced or inventions developed by me which affect or relate to Express Tech business or affect or relate to the industry of Express Tech shall vest in, and shall be owned exclusively by, Express Tech and I shall have no personal right, title, or interest whatsoever therein.

Express Tech, and any person or concern it may authorize, shall be entitled, without further consent, to copyright, sell, or use in any manner, any picture or photograph of me.

I agree not to disclose any trade secrets or other confidential or restricted information of Express Tech and not to make use of such trade secrets or confidential or restricted information in any fashion during employment or after my employment with Express Tech is terminated.

I authorize Express Tech to investigate all statements contained in this application and hereby release the officers and directors of my former employers and Express Tech from any and all liability on account of furnishing such information to Express Tech.

FALSIFICATION, MISREPRESENTATION, OR OMISSION OF INFORMATION ON THIS, OR ON ANY OTHER EMPLOYMENT FORM, SHALL BE GROUNDS FOR IMMEDIATE TERMINATION, REGARDLESS OF WHEN SUCH FALSIFICATION, MISREPRESENTATION, OR OMISSION IS DISCOVERED.

I have read all of the foregoing. I certify voluntarily that I understand and agree to all of the foregoing and that all of the information provided in this application is true and correct.

Date: _____ Signature: _____

EXPRESS TECH

EMPLOYMENT BACKGROUND CHECK POLICY

Arvy Enterprises d.b.a. Express Tech ("Express Tech") will conduct employment reference checks, "investigative consumer reports," and background investigations, including criminal background checks, on all candidates for employment prior to making a final offer of employment, and may use a third party to conduct these background checks. Express Tech may also conduct background checks at other times on employees, or on contractors or volunteers.

Express Tech will obtain written consent from employment applicants and employees prior to ordering reports from third-party providers, and will provide a notice of rights and all other documentation as required by law to each applicant or employee in accordance with applicable state and federal laws. All background checks are subject to these notice and consent requirements.

An "investigative consumer report" compiles information on a person's general reputation, personal characteristics or mode of living. This information may be gathered online, through public or educational records, or through interviews with employers, friends, neighbors, associates, or anyone else who may have information about the applicant or employee. In the pre-employment process, investigative consumer reports typically include such things as criminal records checks, education verification checks, and employment verification checks.

The type of information that will be collected by Express Tech in background checks may include, but is not limited to, some or all of the following:

1. FBI/CBI fingerprint background check;
2. Review/proof of individual's identity, and/or verification of licenses, certificates or degrees;
3. Conviction history, excluding arrests not followed by convictions, referrals to or participation in diversion programs, and convictions that have been sealed, dismissed, or expunged by law;
4. Employment history, abilities, reasons for termination of employment;
5. Address history;
6. Credit reports, as permitted by law;
7. Social security number verification;
8. Civil court filings;
9. Motor vehicle and driving records;
10. Sex Offenders Registry Index Check; and
11. Background check directly by Express Tech into references, employers or other background information.

This information may also be sought at other times during a person's employment with Express Tech, such as during reassignment or promotional periods, and following safety infractions or other incidents.

Express Tech will conduct background checks in compliance with the federal Fair Credit Reporting Act (FCRA), the Americans with Disabilities Act, as amended, California's Fair Employment and Housing Act (FEHA), and all other applicable local, state, and federal laws and regulations. Applicants and employees may request and receive a copy of requested "investigative consumer reports."

Should a criminal background check reveal criminal convictions, Express Tech will conduct an individualized assessment to determine whether the applicant's conviction history has a direct and adverse relationship with the specific duties of the job that would justify withdrawal of the offer of employment. Express Tech will follow FCRA and FEHA requirements, and its own procedures for providing information and reports, making decisions, and responding to applicants and employees regarding potentially adverse actions in response to an investigative report.

Express Tech reserves the right to withdraw any offer of employment or consideration for employment, or discharge an employee, upon finding that the employee or potential employee falsified, misrepresented, or omitted any fact on an employment application, résumé, or other documented information provided to Express Tech, or made false or misleading verbal statements, regardless of when such conduct is discovered.

Background check reports shall be maintained in separate, confidential files and retained in accordance with Express Tech's document retention procedures.

I acknowledge receipt of this Policy and understand and agree expressly to its contents. I hereby give my approval for Arvy Enterprises d.b.a. Express Tech to conduct background checks under this Policy, as to my status pre-employment and during employment with Arvy Enterprises d.b.a. Express Tech.

Signature: _____

Printed Name: _____

Date: _____

EXPRESS TECH

REQUEST, AUTHORIZATION, CONSENT AND RELEASE FOR BACKGROUND INFORMATION

Please Type or Print:

Employee, _____
First Name Middle Name Last Name (Please include Jr., Sr., II, Etc.)

understands that in conjunction with my application for employment, work to be performed under contract, promotion, reassignment, and/or retention, Arvy Enterprises d.b.a. Express Tech ("Express Tech") will use the services of an independent agency (the "Agency") to research and verify the information I have provided to Express Tech, including but not limited to my personal background, character, professional standing, work history and qualifications.

I further understand that Express Tech and/or the Agency will utilize various sources of information they deem appropriate including, but not limited to, information from: credit reporting agencies, worker's compensation records, Department of Motor Vehicle records, criminal conviction records, current and former employers, military records, education records, and professional and personal references. I request, authorize and consent to the release and disclosure of any and all information, including, but not limited to the above, to Express Tech and the Agency.

I request, authorize and consent to the procurement of a Consumer Report, as well as an investigative Consumer Report and/or Consumer Credit Report, and understand that they may contain information about my background, mode of living, character, personal characteristics and general reputation. This authorization, in original or copy form, shall be valid for my entire term of employment, from the date indicated next to my signature below.

According to the Fair Credit Reporting Act (FCRA), Express Tech will notify me if employment is denied because of information obtained from a Consumer Reporting Agency. Additionally, I understand that, if requested within 60 days, I will be given a full and accurate disclosure as to the nature and substance of all information provided to Express Tech. I understand that I have a right to request the additional disclosures provided for under the FCRA U.S.C. at section 15.1681d(b) and the written summary of rights of the consumer prepared pursuant to section 1681g. I further understand that I may request a copy of the report, and that when doing so, proper identification will be required and my request should be directed to Express Tech and the Agency.

In addition, pursuant to California Government Code section 12952, I understand that Express Tech will notify me in writing if employment is denied because my criminal conviction history is directly adverse with the specific duties of the position. I further understand that arrests not followed by convictions, referrals to or participation in diversion programs, and convictions that have been sealed, dismissed, or expunged by law will not be considered. Should Express Tech determine I am disqualified from employment due to my conviction history, I understand that I have five (5) business days to respond to the decision and a right to submit additional documentation for consideration. Upon review of additional documentation, Express Tech will notify me in writing of a final decision regarding my employment.

For positive identification purposes, law enforcement agencies and other entities require the following information when checking public records. Some of this information is confidential and such information will not be used for any other purposes.

Printed Name

Position Applied for (if applicable)

Social Security

Date of Birth

Driver's License No./State

Other names you have used or are also known as: _____

PLEASE PROVIDE ALL RESIDENTIAL ADDRESSES FOR THE PAST 7 YEARS

Current Address:

Street Apt. # City State Zip Code From / To

Previous Address:

Street Apt. # City State Zip Code From / To

Previous Address:

Street Apt. # City State Zip Code From / To

Previous Address:

Street Apt. # City State Zip Code From / To

(Attach more sheets if necessary)

I hereby release Arvy Enterprises d.b.a. Express Tech and its agent, the Agency, and all persons, agencies, and entities providing information or reporting about me, from any and all liability arising out of the request for or release of any of the above-mentioned information or reports.

Signed

Today's Date

Printed Name

Position with/for Express Tech

EXPRESS TECH

NON-SOLICITATION AGREEMENT

WHEREAS, _____ (Employee) recognizes and agrees that Arvy Enterprises d.b.a. Express Tech (Employer) has been engaged in business in Southern California and has developed at great cost to itself both in dollars and mental and physical labor: operating procedures, customers, vendor relationships, and employees, which are vital to the Employer's continued operation.

Therefore, in consideration of employment, continued employment, advancement, or change in employment duties, the Employee agrees to the following during the course of his/her employment:

1. Non-Disclosure of Confidential or Proprietary Information

Employee will have personal contact and relationships with customers and clients and will have knowledge of information that is special, vital, and a valuable asset to Employer's business. Employee shall not directly or indirectly use, publish, disseminate, or otherwise disclose any confidential, proprietary, or valuable information.

Confidential, proprietary and valuable information shall include, but shall not be limited to, information related to the conduct and methods of Employer's business, pricing, accounting, and cleaning techniques, the methods of servicing customers or clients, the services provided to customers or clients, customer or client identity and information, sales systems and techniques, and all other records or documents of Employer.

2. Non-Solicitation of Customers

Employee, or any agent of the Employee, will not directly or indirectly for the benefit of the Employee or any third party solicit, divert, or attempt to divert from Employer any customer or active prospective customer.

3. Non-Solicitation of Employees

Employee, or any agent of Employee, will not directly or indirectly for the benefit of the Employee or any third party seek to employ any person who is employed by the Employer nor seek to induce any Employee to leave his or her employment.

4. Return of All Information & Employer's Property

Employee agrees upon termination of employment to return all equipment provided for Company use (i.e., cell phone, keys & ID badges, etc., if any) documents, records, notebooks, and similar tangible items containing Employer's Confidential or Proprietary Information, including all copies thereof, in Employee's possession or control, whether prepared by Employee or others.

5. Necessity of This Agreement

Employee agrees compliance with this entire covenant is necessary to protect the business and goodwill of Employer and that a breach will result in irreparable and continuing damages to the Employer. Failure to abide by the agreement will entitle Employer to injunctions including immediate issuance of a Temporary Restraining Order or Preliminary Injunction enforcing this

agreement, and to judgment damages caused by Employee's breach, and to any other remedies provided by applicable law. The failure of Employer to enforce any of the provisions of this Agreement, or the provisions of any agreement with any other employee, shall not constitute a waiver or limit any of Employer's rights.

6. Miscellaneous Provision

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings, or oral or written agreement, between the parties respecting the subject matters contained herein. The parties understand and agree that this agreement shall be construed under and in accordance with the laws of the State of California that the agreement may not be modified unless in writing, signed by both Employee and Employer, and that the agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The parties further agree that any waiver of any part of this agreement shall not be a waiver of any other part of the whole, nor shall any waiver of a breach of this agreement in whole or in part constitute a waiver of any other or succeeding breach. In case any one or more of the provisions in this agreement shall be held invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability of any provisions shall not affect any other provision hereof, but this agreement shall be construed, as if the invalid, illegal or unenforceable provision had never been contained in the agreement.

I fully understand and agree to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of this date.

EMPLOYEE'S SIGNATURE

DATE

EXPRESS TECH

DRUG-FREE WORKPLACE AND SMOKING POLICY

This Drug-Free Workplace and Smoking Policy ("Policy") is implemented effective immediately, for Arvy Enterprises d.b.a. Express Tech (the "Company" or "Express Tech") because we believe that the impairment of any Company employee due to his or her use of illegal drugs or alcohol abuse is likely to result in the risk of injury to other employees, the impaired employee, or third parties, such as customers or business guests. Moreover, illegal drug abuse adversely affects employee morale and productivity. We believe that employees with drug and alcohol problems that are severe enough to cause impairment at work are not helped by an employer's tolerance of the impairment. Express Tech also prohibits smoking on our premises except as limited by our Smoking Policy.

Zero Tolerance for Drugs or Alcohol in the Workplace

Express Tech is committed to maintaining a drug-free workplace that is free of the adverse effects of drug use or alcohol abuse. Express Tech will act quickly to stop any drug-related or alcohol related activity that interferes with a safe, healthful and productive working environment or threatens our reputation in the community.

The following practices are strictly prohibited:

- Beginning work while impaired or becoming impaired while at work. "Impaired" means that an employee's normal physical or mental abilities or faculties while at work have been detrimentally affected by the use of drugs or alcohol, and such impairment has affected the employee's performance of his or her job duties.
- Using, possessing, manufacturing, selling or distributing prohibited substances or drug-related paraphernalia while on Express Tech's premises or job sites, or in or on Company property, including Company vehicles – whether during work hours or off work. "Prohibited substances" include illegal drugs, alcohol, marijuana, or prescription drugs not taken in accordance with a prescription given to the employee.
- To be clear, our Company vehicles are not your personal property and prohibited substances, or paraphernalia may not be held, stored, or used in our vehicles.

A violation of Company rules may subject employee to severe disciplinary action including suspension, dismissal, or any other penalty appropriate under the circumstances. In all instances, the disciplinary action that will be administered will be at the Company's sole discretion and determination.

Further, when an employee is involved in the use, possession, transfer, or sale of legal or illegal drugs in violation of this Policy, the Company may notify appropriate law enforcement authorities. Such notice will be given only after the incident has been investigated and reviewed by the employee's supervisor, and the notice has been approved by the Owner.

Alcohol and Drug Testing to Enforce Policy

Pre-Employment Testing

All job offers to new employees and rehired employees may be conditioned upon the applicant with a job offer, or former employee, taking and passing a drug and alcohol screening test.

Post-Accident Testing

Any employee injured or involved in an accident during the course and scope of his or her employment may be required to submit to post-accident testing under the procedures described below. If an employee refuses to cooperate with the administration of a drug test, the refusal will be handled in the same manner as a positive test result.

Reasonable Suspicion Testing

Employees reasonably suspected of being under the influence of any drug or alcohol during work may be asked to submit to a drug and alcohol test to confirm or rule out the presence of drugs or alcohol in the employee's system. A supervisor who has a reasonable suspicion of drug or alcohol abuse by a subordinate should discuss the situation immediately with the of Express Tech. Because each case is different, the handling and referral of the case must be coordinated with the Owner.

Random Drug Testing for "Safety Sensitive Positions"

- **Safety Sensitive Positions.** "Safety Sensitive Positions" are those that include hazardous job responsibilities such that a single misperformed duty presents an immediate threat of injury to the employee, a member of the public, or a co-worker that cannot be remedied or prevented by proper supervision. Any position that requires the unsupervised operation of a vehicle in the course of an employee's job duties is considered a safety sensitive position.
- **Random Drug Testing.** In order to ensure sobriety and fitness of Express Tech's employees occupying safety sensitive positions, Express Tech retains the right to implement random alcohol and drug testing in accordance with the procedures provided in this Policy and applicable law.

Procedures for Drug Testing

Express Tech will refer the employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. Express Tech will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis, hair, blood draw or other testing approved by the Owner.

✓ The clinic or laboratory will inform Express Tech as to whether the employee passed or failed the drug test. All drug testing records will be treated as confidential. If an employee fails the test, he or she will be considered to be in violation of this Policy and will be subject to discipline accordingly.

All employees are expected to cooperate fully with any investigation relating to enforcement of this Policy. Failure to cooperate in a drug test, providing false information, failing to provide a specimen, omitting information, attempting to adulterate a specimen or otherwise manipulate a test or appropriately execute appropriate acknowledgement and agreement forms will subject an employee to discipline, up to and including termination.

Acknowledgment and Consent

Any employee subject to testing under this Policy will be asked to sign one or more forms acknowledging the procedures governing testing, and consenting to: (1) the collection of a urine, blood, hair or other physical sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to Express Tech of medical information regarding the test results. Refusal to sign the agreement or consent forms will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

Discharge for Violation of Drug-Free Workplace Policy

A first violation of this Policy will result in immediate discharge, whenever the prohibited conduct:

- (1) Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;
- (2) Resulted in significant damage to Express Tech property or equipment, or, in the sole opinion of management, posed a risk of significant damage;
- (3) Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances;
- (4) Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or
- (5) Involved the failure of an employee to report a criminal conviction, as required below.

Discretion Not to Discharge

In circumstances other than those described above, Express Tech, in the discretion of management, may choose not to discharge an employee for a first violation of this Policy if the employee satisfactorily participates in and completes an approved drug or alcohol abuse assistance or rehabilitation program when recommended by Express Tech.

Written Warning

An employee who is not discharged for a first violation of this Policy will receive a final written warning and immediate suspension without pay for a period of 10 calendar days.

Effect of Second Violation

A second violation of this Policy at any time will result in immediate discharge.

Effect of Discharge on Eligibility for Rehire

Employees who are discharged for a violation of this Policy will not be eligible for rehire by Express Tech.

Effect of Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any activity or event related to Express Tech's business will be deemed to have violated this Policy.

Use of Legal Drugs

Express Tech recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed, or according to the manufacturer's instructions, may result in impairment. If you believe that a prescription drug or over-the-counter medication may impair your ability to perform your job safely, please discuss it with the Owner. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Express Tech property, or substantially interfere with the employee's job performance. To accommodate the absence, the employee may use accrued sick leave, personal leave, or vacation time. The employee may also contact Express Tech to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave.

Marijuana

Although the use of medical and recreational marijuana is permitted by the state of California, its use is not permitted at any Company facility, or by any Company employee while on duty, whether or not they are on Company property, and such use can result in discipline, up to and including termination.

Customary Use of Over-the-Counter Drugs

Nothing in this Policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Policy.

Unregulated or Authorized Conduct

Off-the-Job Conduct

Unless an employee is in a designated safety-sensitive position, this Policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Policy. If an employee is in a designated safety-sensitive position, he or she will be subject to drug testing as described in this Policy.

Accommodation of Rehabilitation Requests

An employee may use accrued sick leave and/or request unpaid time-off in order to enter and participate in a drug or alcohol rehabilitation program. Express Tech shall reasonably accommodate such requests so long as it does not cause undue hardship to Express Tech. Continued employment may be conditioned upon documentation that the employee is fully participating in, and staying in compliance with, the terms of the rehabilitation or treatment program. Additionally, employees who are given the opportunity to seek treatment or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment or rehabilitation. Employees returning from a leave to participate in drug or alcohol rehabilitation will be required to submit to periodic and/or random drug and alcohol tests as a condition of continued employment.

Smoking on Company Property

No smoking (including but not limited to cigarettes, e-cigarettes, and vaping devices) will be allowed indoors at any Company facility at any time. Smoking may be allowed only in designated outdoor areas that are at least 20 feet from the main entrances, exits, operable windows, or ventilation system intakes, or at locations approved by our clients on their premises. This Policy is for the health and safety of all Express Tech employees and associates.

Express Tech does not authorize "smoking breaks," and employees are only authorized to smoke in designated areas during rest breaks or meal periods.

EMPLOYEE ACKNOWLEDGMENT OF THE EXPRESS TECH 2018 DRUG-FREE WORKPLACE AND SMOKING POLICY:

By: _____ Date: _____

Employee printed name: _____

**EMPLOYEE ACKNOWLEDGMENT OF THE EXPRESS TECH 2018 DRUG-FREE
WORKPLACE AND SMOKING POLICY:**

By: _____

Date: _____

Employee printed name: _____