

Property of



**TEAM MEMBER
HANDBOOK**

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INFORMATION ABOUT MOTHER'S MARKET

Mission Statement

Mother's Market & Kitchen, Inc. is dedicated to manifesting truth, beauty and goodness in the context of natural foods markets and restaurants, offering a selection of high quality natural foods, health products, and information.

Mother's Team Members are encouraged to manifest their highest values, both in their personal lives and while at work.

The success of Mother's Market & Kitchen, Inc. is the result of combined contributions and efforts of all who have loved and supported her.

Purpose of this Handbook

Welcome to Mother's Market & Kitchen, Inc. (herein referred to as "Mother's Market" or the "Company"). Our Team Members have been the basis of our success and are the foundation of our future. We expect the best efforts of our Team Members in the performance of their job and becoming a member of the Mother's Market team. We would like each person to manifest their highest values in the performance of their work.

The purpose of this Team Member Handbook is to help Team Members become acquainted with Mother's Market, our policies, Team Member benefits, operating procedures, and to explain the responsibilities of our Team Members. It supersedes and replaces any and all previously issued policies, procedures, and handbook(s). It summarizes the programs and key policies currently in effect at Mother's Market.

This Handbook does not cover every aspect of employment with Mother's Market, and it is not intended to provide detail of all policies, practices, and procedures. Consequently, the contents of this Handbook may be amended at any time by Mother's Market, at its sole discretion. The Company retains the right, at its sole discretion, to change, modify, add, suspend, vary, interpret, or discontinue any of its policies, procedures, practices, work rules, or benefits that are stated in this Handbook with or without notice, with the exception of the At-Will policy. Any change to this Handbook will be communicated through a memo or Handbook update. No oral statements or representations can in any way change or alter the provisions of this Handbook.

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

This Handbook should be kept throughout the duration of employment or until a new Handbook is provided. This Handbook can be changed by the Company at any time, but can only be changed in writing by the CEO or the CPO of the Company. Regardless of the date of hire, Team Members are subject to any amendments, deletions, and changes to the Handbook.

At-Will Employment Statement

This Team Member Handbook is not a contract. Nothing in this Handbook creates or is intended to create a promise or representation of continued employment for a definite term or constitute the terms of a contract of employment. Employment at the Company is employment At-Will and may be separated at the will of either the Company or the Team Member. A Team Member has the right to separate employment at any time, with or without cause or notice, and the Company has the same right. A Team Member's status as an

At-Will Team Member may not be changed except in writing and such a writing must be signed by the CEO or the CPO of the Company and the Team Member. This Handbook shall supersede any and all prior handbooks, written documents, or oral representation concerning Company policies and practices that may contradict the At-Will nature of employment.

Company Background

More than 40 years ago, friends and family that practiced yoga together founded Mother's Market & Kitchen. The 2500 square foot store opened in 1978 in Costa Mesa providing health foods, supplements and lifestyle related products that were not readily available elsewhere. The original store was remodeled and enlarged over the years and Mother's gained a reputation in California and beyond for the best in natural foods. With growing popularity, there were many requests for more Mother's stores. At the time of this printing Mother's Market & Kitchen is serving Orange County with 9 locations and LA county with 3 locations; Signal Hill, Manhattan Beach, and Ava Hollywood coming soon. Watch us grow!!

Our investor partners and stakeholders became part of the Mother's family in 2016 to bring experience and resources to the team. Mother's is prepared for growth into other communities. Mother's customers can expect friendly and caring staff to provide the freshest and best selection of organic fruits, vegetables and plant based offerings, supplements, sports nutrition and natural beauty care that is unparalleled; groceries and foods for special diets with choices in vegan, vegetarian, raw, organic, Non-GMO, low carbohydrate, low sugar, dairy-free, low glycemic and allergen-free. The selection also includes chicken that is certified organic and certified humane, fish and seafood that meet strict sustainability criteria, and beef that is humanely raised, 100% pasture grazed, grass fed and free of growth hormones. The Mother's juice bar, deli and cafe serves juices made-to-order from the freshest organic produce, original deli salads and delicious homemade meals with an abundance of plant-based options. Additionally, Mother's fans will find a selection of beer and wine in categories such as organic, biodynamic, vegan, gluten-free and local.

Our customers and team members say, "I love Mother's!"

Office Location and Communication Numbers

Corporate Office/Warehouse

100 Kalmus Drive
Costa Mesa, CA 92626

Phone: (714) 549-6400

Fax: (714) 708-3620

Brea

413 S. Associated Road
Brea, CA 92821

Phone: 714-990-6667

Fax: (714) 990-6601

Huntington Beach

19770 Beach Boulevard Huntington Beach, CA
92648

Phone: (714) 963-MOMS

Fax: (714) 965-0541

Laguna Woods

24165 Paseo de Valencia
Laguna Woods, CA 92653

Phone: (949) 768-MOMS

Fax: (949) 830-7327

Signal Hill

2475 Cherry Avenue
Signal Hill, CA 90755

Phone: (562) 294-2667

Sunset Beach

16400 Pacific Coast Hwy
Huntington Beach, CA 92649

Phone: (562) 794-9900

Anaheim Hills

5759 E. Santa Ana Canyon Road
Anaheim Hills, CA 92807

Phone: (714) 974-MOMS

Fax: (714) 974-6606

Costa Mesa

1890 Newport Boulevard
Costa Mesa, CA 92627

Phone: (949) 631-4741

Fax: (949) 548-4232

Irvine

2963 Michelson Drive
Irvine, CA 92612

Phone: (949) 752-MOMS

Fax: (949) 752-6668

Santa Ana

151 E. Memory Lane
Santa Ana, CA 92705

Phone: (714) 542-MOMS

Fax: (714) 542-6668

Manhattan Beach

1700 Rosecrans Avenue
Manhattan Beach, CA 90266

Phone: (310) 844-6232

Ava Hollywood

6677 Santa Monica Blvd, Ste. 109
Los Angeles, CA 90038

Any Team Member needing assistance may contact Human Resources at hr@mothersmarket.com.

Office Hours

Monday through Friday from 9:00 a.m. to 3:30 p.m.

Corporate office hours are Monday through Friday from 8:00 a.m. to 4:00 p.m.

The hours and days of work for individual Team Members may vary by department or individual assignment according to the needs of the Company. Work hours may be changed as deemed necessary by the Company.

Paydays

Paydays are bi-weekly on Friday for the pay period ending the preceding Sunday.

If a Payday falls on a holiday on which the Company is closed, the Payday will be the day before the holiday.

The Company recommends that Team Members review each of their paychecks and corresponding paystubs at the time they receive them for accuracy of rate of pay, hours worked, deductions, time-off accruals, and other information. Any questions or concerns should be brought to the immediate attention of the Payroll Department or the Store Manager.

Workweek and Workday

For overtime purposes:

The workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 a.m. midnight. The workday begins at 12:01 a.m. and ends at 12:00 a.m. midnight.

TEAM MEMBER CLASSIFICATIONS AND DEFINITIONS

Points of Contact

As of the date of the printing of this Handbook, the following persons held the corresponding positions set forth below. These positions are identified as they are referenced within the contents of the Team Member Handbook. Positions and Team Members may change at any time, as needed.

Chief Executive Officer:	Dorothy Carlow
Chief Financial Officer:	Charles Kirk
Chief Operations Officer:	Russell Friend
Chief Integration Officer:	Deborah Rubino
Chief Merchandising Officer	Paul Cassara
Chief People Officer:	Sally Ann Kawamoto
Vice President of Human Resources:	Kelly Heyl
VP of Merchandising:	Michael Lappin
Vice President of Construction & Mtnce:	Steven Prendergast

Team Member Classifications

Team Member classifications are determined by the Company in its sole discretion.

Full-Time Team Members:	Team Members regularly scheduled to work 30 or more hours per week.
Part-Time Team Members:	Team Members regularly scheduled to work fewer than 30 hours per week.
Exempt Team Members:	Team Members not eligible for overtime pay.
Non-Exempt Team Members:	Team Members eligible for overtime pay.
Temporary Team Members:	Team Members working on special projects, during a busy season, or on a “fill-in” or “as needed” basis, who are scheduled to work up to 40 hours per week.
Rehired Team Members:	Team Members having a lapse in service due to voluntary or involuntary separation of employment. Team Members who were in good standing and are rehired after a break in service of 30 days or less will receive credit for prior service with the Company for purposes of computing the Team Member’s length of service.

Other Terms

Company:	Mother's Market & Kitchen, Inc.
Introductory Period:	90 days from the date of hire.
Employment Agreement:	A written agreement between the Employer and a Team Member that may supersede some of the benefits and policies stated in this Handbook.
Offer Letter:	Correspondence to a specific job applicant offering employment, conditional or otherwise, for a specific position with Company.
Date of Hire:	The date on which a Team Member starts work.
Team Member:	An individual who is employed by the Company to perform work in exchange for wages, salary, or other compensation.
Supervisor:	A Team Member who oversees subordinate Team Member operations or activities.
Manager:	A Team Member who directs or manages the operations or activities of all or part of the Company.

SUMMARY OF BENEFITS

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

The Company will make an effort to communicate any changes to its benefits in a timely manner to all Team Members; however, the Company reserves the right to modify or eliminate any or all of its benefits at any time, for any reason, with or without notice to the Team Members, as required.

Bereavement

Unpaid bereavement leave is granted to all Full-Time Team Members to make arrangements for and/or attend the funeral or memorial service of a member of the Team Member's immediate family. Unpaid bereavement leave is granted for a maximum of three days per year. Bereavement days do not accrue or carry forward. Additional time needed in excess of unpaid bereavement leave may be taken in conjunction with vacation and/or sick time or without pay upon approval of the Team Member's Supervisor and Human Resources.

Eligible Exempt Team Members will receive the pay they would have earned for the workdays missed provided they have exhausted their vacation time and have worked any part of the workweek, or may take unpaid leave to arrange or attend funeral services upon approval of their Manager.

Immediate family is defined as:

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

No other relatives are considered immediate family for purposes of receiving unpaid bereavement leave under this Policy. Team Members who have a death of any family member and intend to take bereavement leave must immediately notify their Supervisor of their intended absence from work. Team Members may be required to provide the Company with proof of the need for bereavement leave.

Civic Duties

Appearance in Court or Witness Duty

If a Team Member is required to appear in court or serve as a witness, the Team Member is to notify their Manager immediately so that plans for the absence may be made with as little disruption to work as possible.

Team Members who are required to appear in court or serve as a witness on behalf of the Company will be paid their regular wages for this time. For Non-Exempt Team Members, time taken off for appearance in court or witness duty not requested by the Company will not be paid by the Company. Team Members may elect to use vacation time in lieu of unpaid time off.

Exempt Team Members will receive regular pay while appearing in court or serving as a witness if they have performed work for any portion of a workweek in which they appeared in court, provided the Company expressly permitted the Exempt Team Member to work on behalf of the Company during that time.

Team Members are to provide the Company with a copy of their court appearance subpoena/ summons.

Jury Duty

If a Team Member receives a call to jury duty, the Team Member is to notify their Supervisor within three days of receipt of jury duty notice so that plans for the absence may be made with as little disruption to work as possible.

Although Non-Exempt Team Members will be granted time off to serve on a jury, they are not eligible for paid time off. Non-Exempt Team Members may elect to use vacation time in lieu of part or all unpaid jury duty time off.

Exempt Team Members will receive regular pay while serving on a jury if they have performed work for any portion of a workweek in which they served on a jury.

Team Members who are released from jury duty before the end of their regularly scheduled workday or who are not asked to serve on a jury panel are expected to call their Supervisor as soon as possible and report to work if requested to do so.

Team Members are to provide the Company with a copy of their jury duty summons and, if they are selected to serve on a jury, proof that they served as a juror

Voting

Team Members who would like to vote in a public election, but do not have sufficient time to vote during non-work hours, may arrange to take off enough working time that, when added to the voting time available outside of working hours, will enable them to vote. Team Members may request more time off to vote, but only two hours of that time will be paid. To receive time off for voting, Team Members must obtain advance approval from their Supervisor at least two working days prior and take the time off to vote either at the beginning or end of their work shift.

The Company reserves the right to request a copy of a Team Member's voter's receipt following any time off to vote.

COBRA/Cal-COBRA

Federal law and California state law require that most employers sponsoring group health plans, or their insurance carrier, offer Team Members and their families the opportunity to elect a temporary extension of health coverage (called "continuation coverage" or "COBRA coverage") in certain instances where coverage under the plan would otherwise end. Team Members will have to pay the entire premium for their

continuation coverage and additionally, may be responsible for an administrative fee. Human Resources can assist with respect to COBRA or Cal-COBRA needs.

It is the Team Member's responsibility to notify Human Resources in writing of any qualifying events which include, but are not limited to, resignation, separation of employment, leave of absence, shortened work hours, divorce or death of a covered spouse, or a dependent reaching 26 years of age, and to keep Human Resources informed of current addresses for the Team Member and all dependents.

Health Insurance

Information about the Company-sponsored group health insurance plan and other benefits may be obtained from Human Resources. It is the Plan document that ultimately governs the entitlement to benefits.

Eligible Team Members must take the initiative to enroll themselves and their dependents in the group insurance program. The enrollment forms are a part of a new hire packet of information regarding the Company. It is the Team Member's responsibility to contact Human Resources to sign-up for insurance coverage. Failure to enroll within the first 30 days as an eligible Team Member, will result in the inability to enroll for insurance coverage until the next "open enrollment" period conducted once each calendar year or a qualifying event.

Assistance is also available at the Benefits Service Center, Monday through Friday 7:00 a.m. – 5:00 p.m. in English and Spanish by calling (855) 886-2245, or visiting their website <http://www.mothersbenefits.com>.

Holidays

Non-Exempt Team Members are not eligible for holiday pay. Mother's Market & Kitchen will be closed and all Team Members will receive a day off on the following holidays each year:

Easter Sunday Christmas Day

On these holidays, eligible Exempt Team Members will receive their regular salary.

The Company reserves the right to add or delete holidays from the above list as it deems appropriate.

Religious Holiday Accommodation

Team Members who wish to observe a religious holiday not designated by the Company may request time off to do so by obtaining written approval from their Supervisor at least 30 days prior to the requested time off. Each regularly scheduled workday that is requested as a religious observance holiday will require individual review and prior approval by the Team Member's Supervisor. If approved, Team Members may use accrued vacation time in lieu of part or all unpaid time off or take the time off without pay.

Leaves of Absence

General information about leaves: The Company will comply with all federal, state, and local laws and regulations in the implementation of leaves of absences.

The Company strictly prohibits Team Members from working or from holding other employment, including self-employment, while on a leave of absence.

Termination of health care benefits: Team Members who are on an approved leave of absence and using medical benefits provided to them through the Company-sponsored ERISA qualified group health care plan are advised that these benefits are subject to the terms and conditions of the Plan. Therefore, health care benefits will terminate after the period of leave mandated under state or federal law, if any. In such cases, the Team Member may elect COBRA coverage to continue receiving benefits. A Team Member electing to continue coverage under COBRA will be financially responsible for 100% of the premium payments, and additionally, may be responsible for an administrative fee. This Policy applies to leaves of absence, including, but not limited to, pregnancy, disability, workers' compensation, or any medical leave of absence

and regardless of whether or not it is a paid, unpaid or work-related leave of absence. For further details regarding termination of health care plan benefits, Team Members may contact Human Resources.

Education Leaves

Team Member Literacy Education Assistance Leave – Unpaid

Purpose of leave: To assist Team Members who have a limited ability to read and/or write in English in their efforts to improve their English literacy skills. The Company will assist by providing the Team Member with a list of locations of literacy education programs or arrange for a literacy education provider to visit the jobsite.

Who is eligible: All Team Members.

Amount of leave: A reasonable amount of unpaid time off is allowed so that the Team Member may participate in a literacy program.

Required notice and documentation: Team Members must request assistance in improving their English literacy skills from their immediate Supervisor or Human Resources. If the Team Member has located and enrolled in such a program, the Team Member must notify their Supervisor at least two weeks before the start date. The Company may require Team Members to provide written proof of enrollment and attendance if they are participating in a program during work hours.

Return to work: It is anticipated that participation in a literacy program will be on an intermittent basis for a limited amount of time, and that return to work will not be an issue. Team Members may participate in a literacy program without fear of retaliation.

Effect on benefits: Team Members may use accrued benefit time off or take time off without pay. Health benefits will continue for Team Members participating in a literacy program as long as they are working the minimum required hours to qualify under the Company's policies for such benefits.

The Company will make every effort to safeguard the privacy of any Team Member who reveals a problem with illiteracy and will not separate a Team Member from employment solely because they have revealed such a problem.

Family School Partnership Leave (Discipline) – Unpaid

Purpose of leave: Leave is available so that Team Members can attend school meetings in the event their child is suspended or otherwise disciplined.

Who is eligible: All Team Members who are a parent or guardian of a child subject to applicable school discipline.

Amount of leave: Leave in order to meet with school officials is not for a specific amount of time, but generally needs to be adequate to the Team Member's needs without being overly burdensome to the Company.

Required notice and documentation: Team Members should notify their Supervisor as soon as they become aware of the need for time off under this Policy. Team Members must submit a request in writing to their Supervisor in order to obtain approval for such leave and, if granted, must provide evidence to their Supervisor that they have attended such meetings.

Return to work: It is anticipated that family school partnership leave will be in short increments of a few hours, so Team Members may return to their usual position at the conclusion of the meeting. Additional time off to deal with school-related child issues may be taken under a different category and may or may not be protected leave.

Effect on benefits: Team Members' health benefits will continue so long as they are working the minimum required hours to qualify under the Company's policies for such benefits.

Family School Partnership Leave (School Participation) – Unpaid

Purpose of leave: To allow Team Members to participate in school or child care related activities for their child, grandchild, or ward. Leave is given for active participation by the Team Member for school activities sponsored, supervised, or approved by the school, school board, or child care provider. Leave may also be granted for Team Members to (1) find, enroll, or re-enroll a child in school or with a child care provider, or (2) to address a school or child care provider emergency.

Who is eligible: All Team Members who are parents, guardians, step-parents, foster parents, or grandparents, or who stand *in loco parentis* to a child, having custody of one (1) or more children enrolled in a California public or private school, grades K-12, or with a licensed child day care provider.

Amount of leave: Team Members are eligible for 40 hours of unpaid leave per year, not exceeding eight hours in any calendar month except in the event of a school or child care provider emergency. The total amount of leave is per Team Member and is not conditioned on the number of children, grandchildren or wards of the Team Member.

Required notice and documentation: Team Members must submit a request in writing to their Supervisor in order to obtain approval for such leave and, if granted, must provide evidence to their Supervisor or the Human Resources that they have attended such school-related activity.

Return to work: It is anticipated that absences will be in short increments of a few hours, so Team Members may return to their usual position at the conclusion of the activity.

Effect on benefits: Team Members' health benefits will continue so long as they are working the minimum required hours to qualify under the Company's policies for such benefits.

Government Service – Related Leaves

Civil Air Patrol Service Leave – Unpaid

Purpose of leave: To provide time off to perform services during an emergency operational mission.

Who is eligible: All Team Members who are members of the California Wing of the Civil Air Patrol and have completed at least 90 days of employment with the Company.

Amount of leave: Up to 10 days per year.

Required notice and documentation: Eligible Team Members must provide as much notice as possible of the need for leave to the Vice President of Human Resources. Team Members may be required to provide certification from Civil Air Patrol authorities verifying the Team Member's need for leave, including the start and end dates of the leave.

Return to work: Team Members who return to work immediately after the conclusion of their Civil Air Patrol responsibilities will be returned to their usual job.

Effect on benefits: Benefit time will continue to accrue during the leave. Team Members may use any accrued vacation time off during their leave, but are not required to do so.

Military Service Leave – Unpaid

Purpose of leave: Team Members who serve in the military whether as active, reserve, or National Guard service members or who enlist in a branch of military service are permitted unpaid time off to fulfill their commitment as ordered.

Who is eligible: All Team Members.

Amount of leave: Leave is granted according to the orders received by the Team Member up to a maximum of five years. Team Members who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws.

Required notice and documentation: Team Members are expected to notify the Vice President of Human Resources of upcoming military duty by providing a copy of the Team Member's orders as soon as possible.

Return to work: Team Members may be permitted to return to the position held prior to the start of their military service leave. Team Members on a military leave of up to 30 days must return to work on the first regularly scheduled workday after the military leave ends plus one rest day. Team Members on a military leave of more than 30 days must apply for reinstatement upon their return from the military leave in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

Effect on benefits: Continuation of health insurance benefits is available, as required by Uniformed Services Employment and Reemployment Rights Act (USERRA), based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans. Team Members on military leave are afforded benefits under an "escalator" type plan so that any benefits that have accrued to a similarly situated active Team Member will also accrue to a Team Member who is absent for military service.

Military Service Spouses/Domestic Partners Leave – Unpaid

Purpose of leave: A Team Member whose spouse or domestic partner is deployed for active military service in a combat zone is permitted unpaid time off to spend with the spouse or domestic partner when they are on furlough from such deployment.

Who is eligible: All Team Members who are regularly scheduled to work at least 20 hours per week.

Amount of leave: Team Members may take up to 10 days off during the spouse or domestic partner's furlough.

Required notice and documentation: Team Members must request leave in writing within two business days of receiving notice of their spouse or domestic partner's furlough and produce documentation acceptable to the Vice President of Human Resources of the dates of the military spouse or domestic partner's furlough.

Return to work: Team Members will be permitted to return to their same job, provided they comply with the above requirements.

Effect on benefits: Leave taken in short increments as is anticipated will not impact Company benefits or benefit accruals.

Volunteer Firefighters, Reserve Peace Officers, and Emergency Rescue Personnel Leave – Unpaid

Purpose of leave: Leave is given to permit Team Members to train and work in designated volunteer positions.

Who is eligible: All Team Members who serve their communities as volunteer firefighters, reserve peace officers, or emergency rescue personnel.

Amount of leave: Leave is usually available for a few hours or days at a time in order to perform required duties. Team Members are also eligible for up to 14 days per year of unpaid time off for fire, law enforcement, or emergency rescue training.

Required notice and documentation: Team Members should advise their Supervisor of their need for time off as soon as they are aware of their service or training assignment. The Company may require documentation of such service or training assignment.

Return to work: It is anticipated that leave will be in short increments of a few days or hours, so Team Members may return to their usual position at the conclusion of the leave.

Effect on benefits: Benefit time will continue to accrue.

Medical Leaves

California Family Rights Act Medical Leave (CFRA) – Unpaid

The California Family Rights Act Medical Leave (“CFRA”) is a California state program that is similar to another type of leave referred to below, the Family Medical Leave Act (“FMLA”), which is available under federal law. Team Members who are eligible for FMLA leave are also eligible for CFRA leave. CFRA leave alone is available to qualified Team Members to care for a registered domestic partner, child of a registered domestic partner, child of any age, grandparent, grandchild, sibling, or parent-in-law. CFRA is also available for a qualifying exigency related to the covered active duty or call to covered active duty of a spouse, domestic partner, child, or parent in the Armed Forces of the United States. Team Members are eligible for CFRA leave if they have completed at least 12 months of employment with the Company and have worked at least 1,250 hours in the last twelve 12 months. CFRA leave runs concurrently with FMLA leave except when leave is taken by a Team Member as a result of pregnancy or a serious medical condition related to pregnancy. In that case, CFRA leave would follow FMLA leave.

Family Medical Leave (FMLA) – Unpaid

Purpose of leave: FMLA is granted under the following circumstances: birth of and bonding with a Team Member’s child, the placement of a child with a Team Member for adoption or foster care, a serious health condition that requires a Team Member to provide care of a medical or psychological nature to a spouse, child or parent or because the Team Member’s own serious health condition prohibits the Team Member from working.

FMLA leave is also available to a Team Member who is the spouse, child, parent or next of kin of a service member or veteran recovering from: (1) a serious illness or injury that was sustained while serving active duty; or (2) a pre-existing serious illness or injury that was aggravated in the line of active duty.

FMLA leave, known as “exigency leave,” is available to a Team Member whose spouse, child or parent is active duty military or has been called to active duty in a foreign country. Such exigency leave is available to handle financial, legal, childcare, or other matters prior to deployment in a combat support zone.

Who is eligible: Team Members who have completed at least 12 months of employment with the Company, who have worked at least 1,250 hours in the last twelve 12 months and whose worksite has 50 or more Team Members within a 75 mile radius. Additional qualifications under federal or state law may apply.

Amount of leave: Team Members are eligible for up to 12 weeks of unpaid FMLA leave during any 12-month period measured backward from any date FMLA leave is taken. However, FMLA leave taken by a Team Member to care for an ill or injured service member or veteran may be taken for up to 26 weeks during any 12-month period and may be taken within five years of the illness/injury or aggravation of the pre-existing condition. Under certain circumstances, Team Members may be eligible for leave on an intermittent or reduced work schedule basis.

There are a number of factors that can affect the amount of unpaid medical leave for which a Team Member is eligible. Generally, a Team Member’s combined FMLA and CFRA leave may not exceed 12 weeks in any 12-month period, except under exceptional circumstances such as Team Members who take leave related to childbirth or a Team Member taking leave to care for an injured service member. Leave taken for the

birth, bonding, adoption, or foster care placement of a child must be taken within the first 12 months after the birth, adoption or placement.

Required notice and documentation: Team Members must provide at least 30 days' advance notice to Human Resources of the need for leave, or in case of an unforeseen circumstance in which 30 days' advance notice is not possible, the Team Member must provide as much advance notice as is possible. Failure to comply with these notice requirements is grounds for, and may result in, deferral of the requested leave until the Team Member complies with this Notice Policy. A statement, acceptable to the Company, from the Team Member or relative's health care provider or a copy of the military service member's orders certifying that the leave is needed must accompany any request for FMLA leave. Failure to provide this documentation may result in denial of FMLA leave benefits.

Return to work: Team Members who satisfy all the conditions of the Company's Policies and who return to work immediately following the expiration of an approved FMLA leave will be restored to their former position (or equivalent), provided such a job would still be available had they not taken a leave. Team Members who have taken a leave due to their own serious medical condition will be required to provide certification of their fitness to return to work. Failure to report to work as scheduled following a leave of absence may result in separation of employment.

Effect on benefits: FMLA leave is unpaid time off. Subject to certain conditions, Team Members are required to use accrued paid time off (such as sick time or vacation time) while on FMLA leave. Time spent on FMLA leave will not be used for computing seniority or benefits such as vacation or holidays.

During an approved FMLA leave of absence, the Team Member can keep insurance benefits in effect for up to 12 weeks by continuing to pay any share of the premium that the Team Member normally pays while working. Please make arrangements with the Payroll Department for these payments.

Under some circumstances, if the Team Member does not return to work at the expiration of the leave, the Team Member may be required to reimburse the Company for its share of the premium paid during the leave. After the expiration of a 12 week leave, a Team Member who has not returned to work may elect to continue insurance coverage by paying the entire cost of the insurance premium and additionally, may be responsible for an administrative fee. Please make arrangements with the Payroll Department for these payments.

The duration of the leave, the availability of insurance benefits, the opportunity for reinstatement, and other privileges associated with this leave are limited to the requirements of state and federal law. No express or implied contractual rights should be inferred from this Policy.

Organ or Bone Marrow Donation Leave – Paid

Purpose of leave: Leave is granted to Team Members who volunteer to donate an organ or bone marrow to another person for transplant.

Who is eligible: All Team Members who have been employed by the Company for at least 90 days preceding the beginning date of the requested leave period.

Amount of leave: Team Members are eligible for up to 30 business days for organ donation and five business days for bone marrow donation. Additional unpaid time off is also available in accordance with the law. Time off for this purpose must be taken within a one year period and need not be taken all at once.

Required notice and documentation: Team Members must provide as much notice as possible that they will be taking time off to donate an organ or bone marrow. The Team Member must provide a statement to the Vice President of Human Resources, acceptable to the Company, from the Team Member's health care provider stating that the Team Member is a donor and that there is a medical necessity for the donation. Failure to provide this documentation may result in denial of leave benefits.

Return to work: Team Members who return to work immediately following the expiration of an approved leave will be restored to their former position (or equivalent), provided such a job would still be available had they not taken a leave. Team Members will be required to provide certification of their fitness to return to work. Failure to report to work as scheduled following a leave of absence may result in separation of employment.

Effect on benefits: Organ and Bone Marrow Donation Leave is paid time off. However, Team Members will be required to use their accrued benefit time (sick time and vacation) while on leave. A Team Member donating an organ must use up to two weeks of any accrued unused benefit time. A Team Member donating bone marrow must use up to five days of any accrued unused benefit time.

Time spent on leave will not be subtracted when computing seniority or benefits such as vacation or holidays.

During an approved leave, the Team Member's insurance benefits will remain in effect. If the Team Member does not return to work at the expiration of the leave, the Team Member may elect to continue insurance coverage by paying the entire cost of the insurance premium, and additionally, may be responsible for an administrative fee. Team Members who do not return to work may see the Vice President of Human Resources for COBRA information.

The duration of the leave, the availability of insurance benefits, the opportunity for reinstatement, and other privileges associated with this leave are limited to the requirements of the State of California. No express or implied contractual rights should be inferred from this Policy.

Pregnancy Disability Leave (PDL) – Unpaid

Purpose of leave: Leave is available to Team Members who are disabled by pregnancy or a condition related to pregnancy as certified by a health care provider.

Who is eligible: All Team Members who are disabled by pregnancy or a condition related to pregnancy.

Amount of leave: Pregnancy disability leave is available for the length of the Team Member's disability up to a maximum of four months (*four months, or one-third of a calendar year, is set forth as 17½ weeks. For a Full-Time Team Member working 40 hours per week, this equals a total of 693 hours of leave*). In addition, a transfer to a less strenuous or hazardous position may be available pursuant to the Team Member's request, if such a transfer is medically advisable by the Team Member's health care provider. Leave may be taken incrementally prior to delivery. A Team Member's entitlement to pregnancy disability leave runs concurrently with federal Family and Medical Leave Act (FMLA) entitlements, but is separate and distinct from entitlement to leave under the California Family Rights Act (CFRA), if eligible for CFRA leave.

Required notice and documentation: Team Members should give the Vice President of Human Resources 30 days' advance notice of the need for pregnancy disability leave, including the estimated time the leave will begin and end. When 30 days' notice is not practicable, as much notice as possible should be given.

Prior to the start of the leave, the Company will require a statement from the Team Member's health care provider indicating an inability to perform the current job and the anticipated date of return. In the event the leave exceeds the anticipated date of return, it is the Team Member's responsibility to provide further verification from the attending health care provider that the Team Member is unable to perform their job and the revised anticipated date of return.

Return to work: Team Members who are granted leaves for pregnancy will be returned to their same or similar position in accordance with California law if they return at the end of their disability and within four months of the start of their leave. Failure to return to work when the Team Member's disability ends or at the end of the four-month leave period, whichever occurs first, may result in separation of employment.

Effect on benefits: Time off for pregnancy disability leave is unpaid time by the Company. However, to the extent permitted by law, the Team Member will be required to use up to 40 hours of accrued sick time at the

start of the leave before the leave of absence is unpaid by the Company. The Team Member may elect to use additional accrued sick or vacation time during the remainder of the leave. Paid time off benefits such as vacation and sick time will not accrue during unpaid pregnancy disability leave.

Team Members who have Company health insurance benefits at the time their pregnancy disability leave begins are eligible to continue those benefits during their leave by continuing to pay any share of the premium that the Team Member normally pays while actively working. Team Members should make payment arrangements with the Payroll Department prior to the start of their leave. Team Members who do not return to work at the end of their leave may continue their health insurance benefits by electing COBRA/Cal-COBRA. Team Members will be responsible for paying the entire COBRA/Cal-COBRA insurance premium and additionally, may be responsible for an administrative fee.

Victims of Felony Crime Leaves

Domestic Violence, Sexual Assault, Stalking, and Similar Crimes Leave – Unpaid

Purpose of leave: To allow Team Members who are victims of domestic violence, sexual assault, stalking, or similar crimes to move themselves and/or their children into a safe situation, obtain medical treatment, psychological counseling or other related services.

Team Members must disclose a situation of domestic violence, sexual assault or stalking to their Supervisor or Human Resources in order for the Company to determine what accommodation can be made for their safety at work.

Who is eligible: All Team Members.

Notice requirements: If possible, Team Members are expected to notify their Supervisor or Human Resources of upcoming time off in order to obtain approval for such leave as soon as possible. Team Members who require time off from work will be treated in accordance with applicable requirements of state and federal laws and confidentiality will be maintained to the extent possible. Documents evidencing qualification for this leave will be required to be presented to Human Resources.

Amount of leave: Generally, leave is available until the Team Member and/or children are safely situated and adequate services have been obtained.

Effect on benefits: Team Members may use accrued vacation or sick time rather than taking unpaid time off, if they wish. Leave taken occasionally in short increments of a few hours will not impact vacation or sick time accruals. Time spent on an extended leave will not be used for computing seniority or the accrual of paid time off. Human Resources can assist with determining the impact of the accrual of time off based on the anticipated length of the leave. Team Members who participate in the Company-sponsored health insurance plan will have the opportunity to continue those benefits by: (1) continuing to pay any share of the premium that the Team Member normally pays while working; or (2) by electing to continue the group health care benefits through COBRA. Please make arrangements with the Payroll Department for these payments.

Serious or Violent Crime Leave (Judicial Proceedings) – Unpaid

Purpose of leave: To allow Team Members who are a victim or are related to a victim of a specified crime to take unpaid time off to attend judicial proceedings related to that crime. "Related to a victim" for this leave is defined as the victim's parent, child, spouse, stepchild, brother, stepbrother, sister, stepsister, stepmother, stepfather, registered domestic partner, or the child of the victim's registered domestic partner.

The specified crimes related to this leave are:

- A violent felony, as defined in Penal Code Section 667.5(c);
- A serious felony, as defined in Penal Code Section 1192.7(c); and
- A felony provision of law proscribing theft or embezzlement.

Who is eligible: All Team Members.

Notice requirements: If possible, Team Members are expected to notify their Supervisor of upcoming time off in order to obtain approval for such leave as soon as possible. Team Members who require time off from work will be treated in accordance with applicable requirements of state and federal laws. Documents evidencing qualification for this leave will be required to be presented to the Vice President of Human Resources.

Amount of leave: Leave may be granted as needed until the case is adjudicated and court proceedings are no longer held.

Effect on benefits: Team Members may use accrued vacation or sick time rather than taking unpaid time off, if they wish. Leave taken occasionally in short increments of a few hours will not impact vacation or sick time accruals. Time spent on an extended leave will not be used for computing seniority or the accrual of paid time off. Human Resources can assist with determining the impact of the accrual of time off based on the anticipated length of the leave. Team Members who participate in the Company-sponsored health insurance plan will have the opportunity to continue those benefits by: (1) continuing to pay any share of the premium that the Team

Member normally pays while working; or (2) by electing to continue the group health care benefits through COBRA. Please make arrangements with the Payroll Department for these payments.

Victims of Felony Crimes (Court Appearance) – Unpaid

Purpose of leave: To allow Team Members who are victims or are related to a victim of a specified crime to take unpaid time off from work, upon the victim's request, to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. "Victim" means any person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act. "Related to a victim" for this leave is defined as the victim's spouse, parent, child, sibling, or guardian.

The specified crimes related to this leave are:

- Vehicular manslaughter while intoxicated;
- Felony child abuse likely to produce great bodily harm or death;
- Assault resulting in the death of a child under eight years of age;
- Felony domestic violence;
- Felony physical abuse of an elder or dependent adult;
- Felony stalking;
- Solicitation for murder;
- A serious felony, as defined in Penal Code Section 1192.7(c), including, but not limited to, kidnapping, rape, or assault;
- Hit-and-run causing death or injury;
- Felony driving under the influence causing injury; and
- Specified sexual assault.

Who is eligible: All Team Members.

Notice requirements: This leave can be initiated at the Team Member's request, and if possible, Team Members are expected to notify their Supervisor with reasonable advance notice of the upcoming time off in order to obtain approval for such leave. When an unscheduled absence occurs, Team Members will be required to provide to the Company, within a reasonable time after the absence, certification of the court appearance. Team Members who require time off from work will be treated in accordance with applicable requirements of state and federal laws. Documents evidencing qualification for this leave will be required to be presented to the Vice President of Human Resources.

Amount of leave: Leave may be granted as needed until the matter, proceeding or treatment is concluded or the case is adjudicated and court proceedings are no longer held.

Effect on benefits: Team Members may use accrued vacation time rather than taking unpaid time off, if they wish. Leave taken occasionally in short increments of a few hours will not impact vacation time accruals. Time spent on an extended leave will not be used for computing seniority or the accrual of paid time off. Human Resources can assist with determining the impact of the accrual of time off based on the anticipated length of the leave. Team Members who participate in the Organization-sponsored health insurance plan will have the opportunity to continue those benefits by: (1) continuing to pay any share of the premium that the Team Member normally pays while working; or (2) by electing to continue the group health care benefits through COBRA. Please make arrangements with the Payroll Department for these payments.

Seminar Attendance

It may be necessary for Team Members to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of Mother's Market or the individual Team Member. Attendance at such activities may be required by Mother's Market or requested by individual Team Members. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued from an officer of Mother's Market. To obtain approval, Team Members wishing to attend an activity must submit a written request to an officer of Mother's Market detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose, and justification for attendance.

Where attendance is required or authorized by Mother's Market, the Company will reimburse reasonable expenses that generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with an officer of Mother's Market in advance. Team Member attendance at such authorized outside activities will be considered time worked and will be compensated in accordance with normal payroll practices.

Sick Leave

Team Members are eligible for paid sick leave as described below.

- Sick leave is provided in case of Team Member illness, injury, or medical condition, need for medical diagnosis, care (including preventive care) or treatment, or other medical reason, or to care for a family member (defined as a child¹, parent², spouse, registered domestic partner, grandparent, grandchild or sibling) or designated person, who is ill, injured, or receiving medical care, treatment, or diagnosis.
- Sick leave is also provided for a Team Member who is a victim of domestic violence, sexual assault, stalking, or similar crime (1) in order to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; (2) to seek medical attention for injuries caused by domestic violence or sexual assault; (3) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault; (4) to obtain psychological counseling related to an experience of domestic violence or sexual assault; and (5) to participate in safety planning and take other actions.
- Sick leave is also provided for other purposes set forth in applicable local ordinances.

Sick leave described herein is subject to the method below.

Team Members shall be granted 24 hours of paid sick leave per year (unless more is required by local law) on their first day of employment and again on January 1st thereafter. Team Members are not eligible to take paid sick leave until their 90th day of employment for the Company. No accrual or carryover of paid sick leave is provided because the full amount of paid sick leave is granted up-front on the date of the Team Member's date of hire and January 1st thereafter.

If the need for paid sick leave is foreseeable, the Team Member shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the Team Member shall provide notice of the need for the leave as soon as practicable to the Team Member's direct Supervisor. If a Team Member is too ill to provide notice, an authorized relative or other responsible person can provide the notice.

The Company will not separate from employment, discriminate, or retaliate against a Team Member for using or requesting to use paid sick leave. Paid sick leave must be taken in increments of a minimum of two hours per incident.

Team Members are not entitled to compensation for unused accrued sick leave upon separation of employment. However, if the Team Member is rehired within the same benefit year, any previous balance will be reinstated.

Team Members should notify Mother's Market immediately if they believe that they have not received their paid sick leave or that Mother's Market is not complying with its Paid Sick Leave Policy.

¹"Child" includes biological, adopted, foster child, step child, legal ward, or a child of a person standing in loco parentis.

²"Parent" includes biological, foster or adoptive parent, a stepparent, legal guardian, a person who stood in loco parentis when the Team Member was a minor child, or a Team Member's parents-in-law (including parents of a Team Member's spouse or registered domestic partner).

State Mandated Insurance Benefit Programs

State Disability Insurance (SDI)

By state law, the Company is required to deduct a certain amount from Team Member wages to provide State Disability Insurance, also known as SDI. SDI benefits are payable when a Team Member cannot work because of illness or injury unrelated to employment. For information concerning SDI benefits, Team Members may contact the Employment Development Department (EDD) of the State of California. Applying to the State of California for benefits under this program is the sole responsibility of the Team Member.

Paid Family Leave (PFL)

In addition, the Company is also required to withhold a certain percentage of Team Member wages pursuant to the Paid Family Leave insurance program, also known as the Family Temporary Disability Insurance program, in order to fund the Paid Family Leave Program. Paid Family Leave is another disability benefit program that is administered by California's Employment Development Department (EDD). This program allows eligible Team Members to receive compensation for lost wages for up to eight weeks in a 12-month period to take time off work to provide care for a seriously ill child, spouse, parent, parent-in-law, sibling, grandparent, grandchild, or domestic partner, or to bond with a new child.

Despite its name, Paid Family Leave is not a leave program; it is a wage replacement program. Paid Family Leave does not provide Team Members with any entitlement to leave beyond that which is provided under current Company policy. Team Members must therefore be aware that the Paid Family Leave Act does not require employers to hold their job, or any job, to which Team Members may return. Therefore, Team Members who opt to take time off and collect Paid Family Leave benefits are not guaranteed the ability to return to work with the Company unless they are protected by some other leave statute.

Team Members are required to use up to one week of accrued vacation prior to receiving Paid Family Leave benefits during any 12-month period. Team Members must notify the Company if they intend to file for Paid Family Leave benefits.

The EDD can provide Team Members with the necessary forms, or Team Members may obtain the forms from the EDD website at www.edd.ca.gov. Application is made directly to the EDD on forms that are provided by the EDD. The Employment Development Department is responsible for determining whether or not someone is eligible to receive Paid Family Leave benefits.

Applying to the State of California for benefits under this program is the sole responsibility of the Team Member.

Social Security

The Federal Insurance Contributions Act, better known as the Social Security Act, requires the Company to deduct a percentage of Team Member wages, match it with a specified amount from the Company, and send it to the government to be deposited with the Social Security Administration. Team Members not familiar with the retirement and disability benefits provided under Social Security may check with their local Social Security Administration office for a more complete explanation.

Vacation

Mother's Market recognizes the importance of its Team Members leading balanced lives. We believe that each Team Member should periodically take time off from work for rest and relaxation. Consistent with that priority, the Company offers paid vacation benefits that may be used for personal time off due to personal appointments, family matters, school activities, religious observances, personal obligations, and rest and relaxation.

Team Members are strictly prohibited from performing any work while on vacation. This rule prohibits Team Members, including Exempt Team Members, from performing work of any kind, such as checking e-mail or voicemail, when taking vacation time.

Team Members will be paid at their regular rate of pay in effect at the time of the vacation when using vacation benefit hours. This rate does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Payment for vacation time will be made on a Team Member's regularly scheduled payday. Vacation pay does not count as "hours worked" for purposes of calculating a Non-Exempt Team Member's entitlement to overtime during the week in which the vacation occurs.

Eligibility

Full-Time Team Members begin accruing vacation benefits per bi-weekly pay period from their date of hire to their anniversary date of each succeeding year based upon regular hours worked and length of continuous service with the Company.

Newly hired Team Members may begin taking vacation following the successful completion of the Introductory Period and after accruing vacation benefits. No advance paid vacation may be taken, unless otherwise approved by the Store Manager and an Officer of the Company. Based on the length of continuous service, the following vacation accrual schedule is based on Full- Time Team Members who regularly work 40 hours per week:

Years of Service Completed (Team Member's Anniversary Date)	Vacation Hours Accrued Per Pay Period	Vacation Days/Hours Accrued Per Benefit Year
Date of hire through 2nd year		5 days/40 hours
3rd through 4th years	1.592 hours	10 days/80 hours
5th year or more year	3.24 hours 4.96 hours	15 days/120 hours

Eligible Team Members who work less than 40 hours per week will accrue prorated vacation benefits based on the number of work hours worked each week.

A new vacation year begins on the Team Member's anniversary date.

Scheduling a Vacation

Vacation requests are to be submitted for approval, in writing, to the Team Member's Department Manager & Store Manager at least 30 days in advance of the desired vacation time in order to determine staffing requirements and allow scheduling of coverage in the department. Team Members may not take more than two weeks or 10 days of vacation at a time without the approval of their Department Manager and Store Manager. The Company will make every effort to accommodate vacation requests. Holidays that occur during vacation are not counted as vacation days.

Non-Exempt Team Members must take vacation in a minimum of two-hour increments unless otherwise required by law. Exempt Team Members must take vacation in half-day increments unless otherwise required by law.

Vacation requests will generally be approved in the order they are submitted. If a conflict arises where two Team Members request the same dates for vacation, the priority will generally be based on length of service, as long as the senior Team Member's request was received in a timely manner. Mother's Market reserves the right, if necessary, to designate vacation periods during which Team Members are expected to schedule their vacations.

Accrued and Unused Vacation

For Non-Exempt Team Members, all vacation time accrued during one year of service must normally be taken before completion of that same calendar year of service. Accrued and unused vacation benefit hours may not be carried over to subsequent years; instead, they will be paid on the pay period of the Team Member's anniversary date on a yearly basis.

For Exempt Team Members, accrued and unused vacation benefit hours may be carried over for up to two times their annual accrual cap. Vacation days shall cease to accrue until such time as the accrued and unused vacation days fall below such amount.

For all Team Members, the Company will compensate a Team Member for all accrued, unused vacation benefit hours upon employment separation.

Workers' Compensation Insurance

The Company pays the entire amount of the workers' compensation insurance premium that provides benefits to Team Members who experience injury or illness connected with employment. To be eligible for workers' compensation benefits, the injury must be a direct result of the job. It is essential that Team Members report all work-related accidents, injuries and illnesses immediately to their immediate Supervisor or Human Resources.

Team Members who are injured on the job are required to be evaluated and treated at an industrial medical clinic appointed by the Company for that purpose. The Company has selected a network of health care providers, known as a Medical Provider Network or MPN, to treat Team Members who are injured on the job. Team Members may choose an appropriate provider from the Company's MPN list after the first medical visit directed by the Company. If a Team Member is treating with a non-MPN health care provider for an existing work related injury, the Team Member may be required to change to a health care provider within the MPN. Further information on the Company's MPN is available from Human Resources.

Team Members wishing to pre-designate a health care provider (rather than being evaluated and treated at an industrial medical clinic appointed by the Company) must provide the Company with a written notice of the pre-designation prior to the date of injury. The pre-designation must include the health care provider's signature of agreement to the pre-designation and the health care provider must be the Team Member's regular health care provider or primary care provider who has previously directed the Team Member's medical treatment and retains records of the Team Member's treatment and medical history. Team Members should check with their Manager or Human Resources for additional information on the pre-designation option.

Team Members should be aware that it is a felony to file a knowingly false or fraudulent claim for workers' compensation benefits or to submit knowingly false or fraudulent information in connection with any workers' compensation claim. Violation of this law is punishable by imprisonment and a severe fine. Filing a false or fraudulent workers' compensation claim is also a violation of Company policy, and will result in disciplinary action, up to and including immediate separation from employment.

Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Team Members who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When a Team Member reports a work-related illness or injury, the Team Member will be sent for medical treatment, if treatment is necessary. The Team Member will be paid regular wages for the time the Team Member spent seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If the Team Member has accrued, unused sick leave, the additional absences from work will be paid with the use of sick leave.

If the Team Member does not have accrued paid sick leave or if the Team Member has used all of his or her sick leave, the Team Member may choose to substitute vacation time off for further absences from work related to the workplace illness or injury.

POLICIES

The identification of the Policies described below is not all-inclusive. It is intended to provide Team Members with an overview of Policies, to acquaint Team Members with the Company and to outline some of a Team Member's responsibilities to the Company, including Team Member conduct. Also, there may be additional circumstances, other than those identified below, for which Team Members may be subject to disciplinary action, up to and including immediate separation from employment. Team Members who have any questions about these Policies should discuss them with their Supervisor or the Human Resources Department.

Reasonable Accommodations

The Company provides reasonable accommodations consistent with applicable law for qualified employees and applicants with known disabilities or who request accommodation for disabilities; employees who request accommodation for pregnancy, childbirth or related medical conditions; employees who are victims of domestic violence, sexual assault, stalking, or similar crime; and for applicants and employees based on their religious beliefs and/or practices.

If you believe that you require such an accommodation, please contact Human Resources so that the Company may engage in an interactive process to determine whether a reasonable and effective accommodation can be identified. You should specify in what way you are limited in your ability to perform your job and what accommodation you believe is needed. The Company will review the situation with you and identify possible accommodations, if any, that will enable you to perform the essential functions of your job. If there is more than one possible accommodation, the Company will decide which one will be provided.

Arbitration of Disputes

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

The Company utilizes a system of alternative dispute resolution that involves binding individual arbitration to resolve all disputes that may arise out of a Team Member's employment. Team Members should refer to the Mother's Market Dispute Resolution Program for further information.

Attendance and Punctuality

Team Members are expected to be punctual and maintain regular attendance. Tardiness and absenteeism place an additional burden on fellow Team Members by requiring reallocation of work assignments. Good attendance is an essential element in determining satisfactory job performance. An unsatisfactory attendance record of tardiness and/or absences can result in disciplinary action, up to and including separation from employment.

An absence is the unexcused failure of a Team Member to be at a designated work area or perform assigned work as required because of a failure to report for work as scheduled, being ready to work at the beginning of a shift, stopping work before the end of the workday, begin or end a rest break or meal period on time, and/or leave prior to the end of a workday as scheduled. Approved absences such as for the use of paid sick leave do not count against Team Members for disciplinary purpose.

Although a Team Member may be separated from employment at any time for failing to report to work without contacting the Company, if a Team Member fails to report for work or call in for one work day, it may be understood that the Team Member has voluntarily resigned. The Team Member's last day worked will generally be considered to be the resignation date. Failure to return from an approved leave of absence without notification to the Company regarding a need for additional leave will also be considered a resignation. In that case, the date of the expiration of the leave is the separation date.

Approved Time Off

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

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

Leaving the Premises During Work Hours

Mother's Market recognizes that it is sometimes necessary for Team Members to take care of personal business during the workday. However, personal business should be kept to a minimum and should be conducted during break times whenever possible. Team Members may not conduct business for another Team Member during their scheduled working hours.

In the event a Team Member needs to leave the Company premises during work hours, permission to leave must be obtained from the Team Member's immediate Supervisor before leaving, other than during meal or rest breaks when Team Members are permitted to leave the premises.

If the Supervisor is not available, permission must be sought from the Store Manager. Non-Exempt Team Members who leave the premises for personal business must record this on their time record and may be asked to sign a statement indicating the absence and that it was for personal business. Exempt Team Members are expected to inform their immediate Supervisor if they are to leave work due to personal reasons during the work day.

Reporting an Absence

Team Members are required to personally report absences or tardiness to their Supervisor or Store Manager via voicemail as soon as they are aware that they will not be able to report to work on time, but no later than one hour before the time they are scheduled to start work except in an emergency. This is necessary so that the Supervisor or the Store Manager can make any necessary arrangements.

If a Team Member is going to be absent for multiple days, they must call their Supervisor or the Store Manager to report the absences on a daily basis.

Team Members who speak or leave a message with anyone other than their Supervisor or Store Manager do not meet the Company's reporting requirements.

In accordance with Occupational Safety and Health Administration (OSHA) guidance on maintaining a healthy workplace and best practices, employees who have a fever, respiratory symptoms (excluding allergies), or other contagious illness are generally not permitted in the workplace. When you are sick, you may use paid sick leave or, if you do not have paid sick leave available, unpaid leave. If your position is of a nature that allows for remote work, you may be permitted work from home as an option. Absences of more than five consecutive days will be subject to the Company's leave of absence policies. Please contact Human Resources for more information.

Ongoing patterns of unexcused absences such as early departures, tardiness, and other absence patterns not involving use of statutory paid sick days or as an approved accommodation may lead to disciplinary action, up to and including separation from employment. Additionally, any falsification, misrepresentation, or other violation of an attendance obligation to the Company can result in disciplinary action, up to and including separation from employment.

Company-Sponsored Social and Recreational Activities

Team Members are not required to attend or participate in any off-duty party or recreational, social, or athletic activity. The Company periodically may sponsor such voluntary activities for Team Members, but no Team Member is required or expected to attend.

Participation in any off-duty Company sponsored recreational, athletic, or social activity is strictly voluntary and is at the Team Member's own risk. It is important to remember that injuries or illnesses which may result from voluntary participation in a Company sponsored recreational, athletic, or social activity that are not part of work-related duties, are not covered by Workers' Compensation Insurance or the Company.

Team Members are encouraged to conduct themselves so as to be a positive reflection on Mother's Market.

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

Community Relations Philosophy

Maintaining good community relations is important to the continued success of Mother's Market. It is important that all Team Members, management and non-management alike, reflect a professional image of Mother's Market in the community. Therefore, all Team Members are encouraged to conduct themselves away from our facility so as to be a positive reflection on Mother's Market. If representing Mother's at a community event, please present yourself at your best, neat and clean, wearing your name tag, clothing appropriate for work, and/or Mother's T- shirt, apron, hat, etc. Keep in mind the Company's image is naturally reflected in the personal appearance and behavior of its Team Members, and the Company strives to present the best possible image to its customers at all times.

Confidentiality

Confidential Information/Trade Secrets

All records and files of the Company are the property of the Company and considered confidential. Confidential information includes, but is not limited to, Trade Secrets; financial data; sales and/or marketing information; guest names and addresses and their buying habits and special needs; guests' and their employees' personal and financial data; data regarding potential guests and patrons; pricing and/or hourly rates; bidding and cost information; confidential personnel records or information relating to other Team Members (excluding information Team Members may choose to disclose about themselves); product data; supplier data; business plans; budgets; marketing data; information regarding the skills and compensation of Team Members; data concerning methods, forms and contracts used by the Company; non-public information relating to legal affairs of the Company; and any documents generated by the Company or by any Team Member in the course of their employment.

For avoidance of doubt, the Company's Trade Secrets and Confidential Information do not include any information that: (1) concerns Team Member's own compensation, benefits, and other terms and conditions of employment, (2) is already in the public domain or becomes available to the public through no breach by Team Member of this Agreement; (3) was lawfully in the Team Member's possession prior to disclosure to the Company; (4) is lawfully disclosed to Team Member by a third party without any obligations of confidentiality attaching to such disclosure; or is developed by Team Member entirely on his/her own time without the Company's equipment, supplies, or facilities and does not relate at the time of conception to the Company's business or actual or demonstrably anticipated research or development of the Company.

Team Members are prohibited from copying or disclosing any file or record for purposes unrelated to Company business, except as otherwise provided herein. As a Team Member of the Company, a Team Member may not disclose any Confidential or Trade Secret Information of the Company to any other person during or following employment with the Company, except as otherwise provided herein. Team Members may not make use of any Confidential or Trade Secret Information of the Company for their personal benefit

or for the benefit of any person, organization, company, corporation, partnership, or entity other than the Company under any circumstance during or after their employment. Team Members may not, either during or after the term of their relationship with the Company, utilize any Confidential or Trade Secret or any other information concerning the Company or its actual or proposed business or operations in any manner or for any purpose which is directly or indirectly competitive with the Company and its business or operations. This includes, but is not limited to, disclosure or publication in any print media, social media, or Internet website.

Team Members are hereby notified pursuant to the Defense of Trade Secrets Act: (1) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. All inquiries by telephone, mail, or other requests for information about current or former Team Members or any information about the Company's business should be immediately directed to Human Resources and the CEO.

Destruction of Confidential Personal Information

The Company is committed to using, maintaining, storing, and disposing of personal information in its custody in a secure manner to prevent illegal identity theft of information and to comply with the legal disposal requirements for such information. In the course of performing job duties, a Team Member may have access to Confidential Personal Information about the Company's Team Members, guests, vendors, suppliers, contract service providers, or employees of guests, vendors, or suppliers that have engaged in a business relationship with the Company. "Confidential Personal Information" includes, but is not limited to, data that reveals identity, phone, fax or mobile numbers; home address, post office box or location; personal e-mail addresses; Social Security number; compensation and earnings of other Team Members; banking information such as accounts at financial institutions, credit card numbers, financial history, credit history, and rating; personal health information; insurance information; information relating to child support, alimony, and/or garnishments; and other, similar information.

The Company requires that all Confidential Personal Information be maintained and used only for its intended purpose(s) strictly related to the conduct of Company business. Under no circumstances are Team Members permitted to access, copy, disclose or otherwise use Confidential Personal Information of other persons to benefit themselves or to access, copy, disclose or otherwise provide Confidential Personal Information to others for any illegal or unauthorized purpose.

Team Members who are required to dispose of Confidential Personal Information must do so by shredding it or placing it in a designated, locked container for shredding (or burning), and to destroy (or securely place where designated for destruction) all media, including electronic media, with such information.

Conflict of Interest

Team Members are expected to avoid situations that create actual or potential conflict in which a Team Member's actions or loyalties are divided between personal and Company interests or between Company interests and those of another. A conflict of interest may arise in a wide variety of circumstances and may be direct or indirect. A conflict of interest arises whenever a Team Member's outside interests might affect or might reasonably be thought by others to affect a Team Member's judgment or conduct in matters that involve the Company.

It is the Company's policy to forbid Team Members from having a financial interest in any other business that competes with the Company, except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market. The Company's policy also forbids engaging in, directing, managing, or consulting for a business or businesses that compete with the Company without the

express written consent of the CEO. If a Team Member thinks that there is a possibility that they may have a conflict of interest, it is the Team Member's responsibility to notify Human Resources and request approval before becoming engaged in outside activities or relationships that could violate this Policy.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which Team Members should refrain, include the following:

- Working for a competitor, supplier or guest;
- Engaging in self-employment in competition with the Company (includes managerial, consulting, or other services to any outside concern that does business with, renders any services to, or is a competitor of Mother's Market);
- Using proprietary or confidential Company information for personal gain or to the Company's detriment;
- Having a direct or indirect financial interest in a competitor, guest or supplier (except that ownership of less than one percent of the publicly traded stock of a corporation will not be considered a conflict);
- Using the Company's assets or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company;
- Committing the Company to give its financial or other support to any outside activity or organization; and
- Developing a personal relationship with a Team Member of the Company or its guests that might interfere with the exercise of impartial judgment in decisions affecting the Company or any Team Member of the Company.

Violation of this Policy by engaging in any of these activities or any other activity that the Company deems to be a conflict of interest or create the appearance of a conflict of interest will result in disciplinary action, up to and including immediate separation from employment.

Disciplinary Action

To ensure proper Team Member conduct in the workplace, violations of Company policies or standards may result in disciplinary action appropriate to the Team Member's conduct. Nothing in this Team Member Handbook or management's discretionary use of corrective action creates any expressed or implied contract modifying an At-Will employment relationship. The At-Will relationship can only be modified by an individual written employment agreement signed by the President and CEO and by the Team Member. Without modifying this mutual At-Will relationship in any way, the Company may choose to utilize disciplinary action as described in this Policy.

Disciplinary action procedures may include a verbal counseling, written warnings, probation, suspension, and separation from employment. The Company may use any form of disciplinary action deemed appropriate to the situation. The use of any disciplinary action is within the sole discretion of management. Giving disciplinary action warnings in one instance does not require the Company to use such warnings in any other instances. Accordingly, the Company reserves the right to utilize any disciplinary action, including separation from employment on a "first time" basis.

Discrimination, Harassment, and Retaliation

The Company is committed to providing a work environment that is free of unlawful discrimination, harassment, and retaliation. The Company's Policy Against Discrimination, Harassment and Retaliation applies to all Team Members of the Company, including, but not limited to, Supervisors and Managers, as well as to non-Team Members, including third parties, such as the Company's guests, vendors, suppliers, independent contractors, unpaid interns, volunteers, and others doing business with the Company.

Policy Against Discrimination and Harassment

In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, disrespectful or other unprofessional conduct which includes discrimination and harassment on the basis of race, religion, or religious creed (including religious dress and grooming practices), color, sex (including pregnancy, perceived pregnancy, childbirth, breast feeding, and any related medical conditions), gender, gender identity, and expression/transgender, sexual stereotype, orientation, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, mental or physical disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other category protected by applicable federal, state or local law. This policy also prohibits discrimination or harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

The Company prohibits Managers, Supervisors, and Team Members from discriminating against or harassing Team Members, as well as non- Team Members. In addition, the Company prohibits non-Team Members from discriminating against or harassing the Company's Team Members.

Violation of this Policy will subject a Team Member to disciplinary action, up to and including immediate separation from employment. Additionally, under California law, Team Members may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Examples of Prohibited Sexual Harassment

Sexual harassment is defined as unwanted or unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. This includes a broad spectrum of conduct including harassment based on sex, gender, transgender, and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality); and pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire.

By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as separation of employment, demotion, or disciplinary action) for a Team Member's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons, or posters;
- Verbal sexual advances, propositions, requests, or comments;
- Verbal abuse of a sexual nature; graphic, verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes, or invitations;
- Sending or posting sexually-related text-messages, videos, or messages via e-mail or social media;
- Physical conduct, such as touching, assaulting, impeding, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender identity or gender expression; and
- Verbal abuse concerning a person's characteristics, such as vocal pitch, facial hair, or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment

In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age, disability or other protected characteristic noted above. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age, disability or other protected characteristic includes:

- Slurs, epithets, and any other offensive remarks;
- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Other verbal, graphic, or physical conduct;
- Sending or posting harassing messages, videos, or images via text, instant messaging or social media; and
- Other conduct predicated upon one or more of the protected categories identified in this Policy.

Team Members with questions about what constitutes harassing behavior should ask their Supervisor or another member of management with whom the Team Member feels most comfortable.

Harassment of non-Team Members by the Company's Team Members is also strictly prohibited. Such harassment includes the types of behavior specified in this Policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments, and gender-based insults. Any such harassment will subject a Team Member to disciplinary action, up to and including immediate separation from employment.

Personal Behavior Policy

In addition to the Company's Policy Against Discrimination, Harassment, and Retaliation, the Company maintains a Personal Behavior Policy. This Policy is directed toward conduct that may not otherwise fall within the legal definition of harassment or may have been welcomed by all of the parties involved, but which nonetheless projects image problems for the Company and may lead to further problems in the future.

All Team Members and non-Team Members must conduct themselves in a professional manner. Unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching (such as, but not limited to, kissing, hugging, massaging, sitting on laps) of another Team Member or non-Team Member and any other behavior of a sexual nature is prohibited. Furthermore, mimicry, horseplay, and inappropriate joking (including, but not limited to, racial and ethnic jokes) are prohibited by this Policy.

Team Members of the Company who violate any of these policies or fail to observe these standards will be subject to disciplinary action, up to and including separation from employment. Non-Team Members who fail to observe these standards may have their relationship separated.

Bullying Behavior is Prohibited

Bullying behavior, regardless of whether it is motivated by a protected characteristic, is also prohibited by this policy. "Bullying" or "abusive conduct" means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

Policy Against Retaliation

The Company is committed to prohibiting retaliation against those who, in good faith, based upon reasonable belief, report or may report, oppose, or participate in an investigation of alleged wrongdoing in

the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace includes, but is not limited to:

- Filing a complaint with a federal, state or local enforcement or administrative agency;
- Participating in or cooperating with a federal, state or local enforcement agency that is conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Associating with another Team Member who is engaged in any of these activities;
- Making or filing an internal complaint with the Company, to a person with authority over the Team Member or to a person with authority to investigate, regarding alleged unlawful activity; and
- Providing notice to the Company regarding alleged unlawful activity.

Retaliation means adverse conduct taken because an individual participated in one of the above activities. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
- denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

The Company strictly prohibits any adverse action/retaliation against a Team Member or non- Team Member for participating in an investigation of any alleged wrongdoing in the workplace. Any Team Member determined to be responsible for violating this Policy will be subject to appropriate disciplinary action, up to and including separation from employment. Moreover, any Team Member, including any Supervisor or Manager, who condones or ignores potential violations of this Policy will be subject to appropriate disciplinary action, up to and including separation from employment.

What Team Members and Non-Team Members Are Expected to do if They Feel They Have Experienced, Witnessed, or Are Aware of Misconduct

Any Team Member or non-Team Member who believes that another Team Member, including any Supervisor or Manager, or non-Team Member doing business with the Company is discriminating, harassing, or retaliating against them, or who observes discrimination, harassment, or retaliation, is expected to immediately report the incident or conduct to the Vice President of Human Resources or any member of management (unless that management member is the alleged harasser) with whom the Team Member or non-Team Member feels most comfortable. Supervisors are required to report any complaints of misconduct to the Vice President of Human Resources.

Notification to the Company of the problem is essential. The Company cannot help resolve misconduct unless the Company knows about it. Therefore, it is the Team Member's and non-Team Member's responsibility to bring concerns and/or problems to the Company's attention so that the Company can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful discrimination, harassment, and retaliation seriously and will not penalize or retaliate against a Team Member or non-Team Member in any way for reporting misconduct in good faith.

Complaint Process

When the Company receives any allegations of misconduct, qualified personnel will conduct a fair, timely, thorough and impartial investigation that reaches reasonable conclusions based on the evidence collected. All complaints of unlawful discrimination, harassment and retaliation reported to management will receive a timely response.

All complaints of unlawful discrimination, harassment, and retaliation reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation. Complaints will be documented and tracked for reasonable progress, and to ensure timely closures.

The Company expects all employees to cooperate in investigations whether as a witness, third party, complainant, or accused. The complainant(s) and the accused will be notified of the outcome of the investigation; however, because of privacy concerns, specific personnel actions taken in response to an investigation may not be shared.

Upon completion of an investigation, the Company will assess appropriate options and take appropriate remedial actions and resolutions. The California Department of Fair Employment and Housing (DFEH) may also investigate and process complaints of misconduct. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay, and damages. The address of the local office of the Department of Fair Employment and Housing offices can be found at the following website: <http://www.dfeh.ca.gov/>.

The Company prohibits any Team Member or non-Team Member from hindering internal investigations and the internal complaint procedure. Prohibited conduct of this nature includes, but is not limited to: making threats against persons being interviewed in an investigation and attempting to induce persons being interviewed to provide false or misleading information or withholding material information.

Team Members and non-Team Members may be assured that they will not be penalized in any way for reporting misconduct. It is unlawful for an employer to retaliate against employees or non-employees who oppose the practices prohibited by the Fair Employment and Housing Act, or file complaints, or otherwise participate in an investigation, proceeding, or hearing conducted by the DFEH. Similarly, the Company prohibits Team Members and non-Team Members from hindering its own internal investigations and internal complaint procedure.

If management finds that a Team Member or non-Team Member has violated the Company's Policy, appropriate remedial measures shall be taken.

Required Training

California law mandates all non-supervisory employees complete one hour of harassment prevention training within six months of hire. Supervisory employees are required to complete two hours of harassment prevention training within six months of hire or promotion to a supervisory position. Thereafter, training must be completed every two years. Failure to complete this required training may result in disciplinary action up to and including termination.

Dishonesty, Misrepresentations, and Fraud

Falsification of any application, workers' compensation claim, medical history, invoice, time sheet, time card, investigative questionnaires, guest credit applications, or any other document will subject a Team Member to disciplinary action, up to and including immediate separation from employment. Misrepresentation to guests is against Company policy and against the law. Concealing or failing to report an error is dishonest and will also subject a Team Member to disciplinary action, up to and including immediate separation from employment.

Dress Code and Grooming Standards

At Mother's Market, professional image is important and is maintained, in part, by the image that Team Members present to guests, visitors, vendors, and others in our business. Team Members are expected to consistently utilize good judgment in determining dress and appearance on a daily basis. In choosing appropriate business attire, Team Members should consider tastefulness, public contact, the nature of the job, and working conditions.

The Company expects all Team Members to be appropriately dressed and groomed at all times. It is, however, the responsibility of each Store Manager to communicate the Company's dress code standards to all current Team Members and each new Team Member that is hired. Team Members are expected to check with their Store Manager if they are unsure about the appropriateness of their attire or grooming.

General Standards

- Team Members must wear their Team Member name badge for every shift.
- Team Members must come to work showered and with teeth freshly brushed.
- Overall appearance must be clean and neat.
- Personal hygiene and grooming must be maintained at all times.
- Hair must be clean and professional.
- Hands should be washed frequently and after touching contaminating surfaces.
- Facial hair must be kept clean and neatly trimmed.
- Fingernails must be clean and filed.
- Rubber soled, closed toe, flat shoes are required while working in the store.
- Undergarments must be laundered and not visible through clothing.
- Earrings and other jewelry must be discreet and not cause a safety hazard to the Team Member or other Team Members. If found to be offensive by management, Team Members, or guests, tattoos should not be visible while you are working.
- Clothing must be fitted and clean, with no rips or frays. T-shirts must not have any logos, pictures, or wording that may be offensive.
- Wearing sleeveless shirts, shorts, or skirts shorter than 3" above the knee is prohibited.
- Perfume, cologne, aftershave and lotion should be used moderately or avoided altogether while in the workplace.

This policy contains general guidelines. The Company will make the final determination as to whether attire and personal appearance are appropriate. The Company will make appropriate exceptions to comply with anti-discrimination laws. The Company will also consider requests for reasonable accommodations for religious observances, dress and grooming practices. Please see Human Resources for more information.

Food Service Standards

Team Members should see Team Leaders for specifics on uniform variations if working in the Juice Bar or Deli, which is contained in the Company's Food Service Uniform Standard policy. A copy of this Policy will be provided to each Team Member at the time of hire. Team Members may also contact the Store Manager or Human Resources for a copy of this Policy.

Non-Compliance

Team Members who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-Exempt Team Members will not be compensated for the time away from work. Team Members who violate the Company's dress and grooming standards will be subject to disciplinary action, up to and including separation from employment.

Driving on Company Business

Unless specifically directed in writing by the Store Manager, Team Members are not required to own or drive their personal vehicles to and from work. Team Members may utilize other forms of transportation (including, but not limited to, walking, biking, carpooling, or public mass transit) in order to commute to and from work or while traveling on Company business. Team Members are not permitted to drive any vehicle for the benefit of or on behalf of the Company without prior authorization from their Store Manager and

without a current driver's license, current vehicle insurance, and a motor vehicle report acceptable to the Company's insurance carrier in effect and on file. Team Members driving personal vehicles on Company business are not allowed to run personal errands.

Team Members are responsible for any traffic violations issued while on Company business. Team Members are not permitted to drive while under the influence of any illegal substance, unauthorized controlled substance or an excessive amount of an otherwise lawfully controlled substance authorized under both federal and state law. Team Members are required to take all safety precautions and observe all rules of the road, including wearing a seat belt. All passengers are also required by law to wear a seat belt.

State law and/or Company policy prohibit the following while operating a vehicle:

- Use of handheld wireless telephone or an electronic wireless communications device, unless (1) the device is specifically designed and configured to allow voice and hands-free operation, (2) is mounted on the windshield, dashboard or center console, and (3) can be activated or deactivated with a single swipe or tap of the driver's finger;
- "Texting," including reading, writing, or sending text messages; and
- Use of headphones, earbuds, or Bluetooth devices which obstruct, cover, rest on, are inserted into or are designed for use with both ears.

It is therefore against Company policy to use a handheld wireless telephone or electronic wireless communications device unsafely while operating a vehicle on Company business. Such devices include, but are not limited to, smartphones, laptops, pagers, electronic tablets, GPS devices, mobile radios, or two-way messaging devices. Team Members who are cited for driving or moving vehicle violations due to the use of such communication devices will be solely responsible for all fines and liabilities that may result.

Team Members under 18 years of age are not permitted to drive on behalf of the Company.

Any Team Member whose duties include driving has a significant responsibility to the Company and the general public to operate a motor vehicle in a safe and appropriate manner. Mother's Market has responsibilities to its Team Members, the general public, and its insurance carrier in respect to Team Members who drive as part of their job duties.

Any traffic accident or other altercation (including damage done to a guest, the public, the Company, a Team Member, or their property) a Team Member becomes involved in while on Company business must be reported immediately to the Store Manager and Human Resources.

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

Emergency Closing

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

When the decision to close is made, Team Members will receive official notification from management, and time worked will be paid. When the decision to close is made before the workday begins, Team Members scheduled to work will not be paid as regular work time. If Team Members are unable to report to work due to a bad weather condition or emergency, but the Company is open for business, the following procedure for compensation will be used:

(1) Team Members may use accrued, unused vacation only if the conditions prevent him/her from safely arriving to work and with approval by his/her immediate Supervisor; (2) if the Team Member does not have accrued, unused vacation, he/she may use accrued, unused sick leave; if there is no accrued leave available, the Team Member is not eligible for pay for this time missed from work.

Team Members in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, Team Members who work will receive regular pay.

Employment of Relatives

The Company may employ qualified relatives as long as such employment does not involve a supervisor/subordinate relationship between relatives and does not create a real or perceived conflict of interest or result in harassment or discrimination. The Company reserves the right to deny a new Team Member employment in the same department or work group that already employs a relative of the new Team Member.

For purposes of this Policy only, "relative" includes any person related to a Team Member by blood or marriage, whose relationship with the Team Member is similar to that of persons who are related by blood or marriage, or individuals residing in the same household as a current Team Member.

Team Members in supervisor/subordinate relationships who marry, become related by marriage or otherwise become involved in close, personal relationships while employed by the Company will also be subject to the provisions of this Policy. Team Members are required to disclose such relationships to the Company so that appropriate action consistent with this Policy may be taken. Failure to do so may result in disciplinary action, up to and including separation from employment. The Company will determine if one or both of the Team Members must transfer to another department or separate their employment.

Any exceptions to this Policy must be approved in writing by the CEO or CPO.

Equal Employment Opportunity

The Company is committed to providing equal employment opportunities to all Team Members and applicants without regard to race, religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, genetic information, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

The Equal Employment Opportunity Commission also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious practices, dress, and grooming or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of another sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort and responsibility), under similar working conditions. The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If a Team Member requires an accommodation to perform the essential functions of their job, the Team Member must notify Store Manager, Vice President of Human Resources, or an officer of the Company. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Team Member to perform the essential functions of the job.

Team Members with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Team Members can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation from employment.

Ethical Behavior

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of all Team Members. The Company's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The continued success of the Company is dependent upon guest trust and the Company is dedicated to preserving that trust.

The Company has policies in place addressing expectations of its Team Members regarding ethics, including, but not limited to, its Policies on computer e-mail and Internet use, confidentiality, conflict of interest, harassment, and trading in securities. Team Members must read, become familiar with, and abide by these policies at all times.

The Company insists that Team Members maintain the highest possible ethical standards in their dealings with guests, vendors, suppliers, competitors, Team Members, and the public in general. The integrity, reputation and profitability of the Company ultimately depend upon the individual actions of each Team Member. Team Members in all jobs and at all levels should strive at all times to conduct the Company's business in a fair, ethical, forthright, and lawful manner. Failure to adhere to the Ethical Behavior Policy may result in disciplinary action, up to and including separation from employment.

If a Team Member is aware of a violation of a state or federal law by any officer, Supervisor or Team Member of the Company, the Team Member must report the violation to a member of management as soon as possible. Management will conduct an internal investigation and, if appropriate, report the incident to a law enforcement agency. The Company will not take any adverse employment action against any Team Member who reports a violation of the law to management in good faith. Such retaliatory action by any Supervisor or Team Member will result in disciplinary action, up to and including separation from employment.

If a Team Member is unsure as to whether they or someone else in the Company may be in violation of this Policy, they should discuss the circumstances with a Supervisor or Vice President of Human Resources.

Fraternization

The Company recognizes that working relationships may also become social or romantic relationships. Sometimes these social or romantic relationships can result in misunderstandings, conflicts of interest, complaints of favoritism, claims of sexual harassment, and Team Member morale and dissension problems. Additionally, all Team Members, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other Team Members. The Company may take whatever action appears appropriate when, in the opinion of the Company, a social or romantic relationship may create a conflict of interest, cause disruptions, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

The Company requests that a Team Member who is romantically involved with another Team Member, whether or not involvement is with a Supervisor or other management official, immediately and fully disclose the relevant circumstances to Human Resources. In addition, the Team Members involved in such a relationship will be asked to complete the Consensual Relationship form, which will be provided by their Store Manager. Failure by a Team Member to disclose facts may lead to disciplinary action, up to and including separation from employment.

Team Members and all levels of management are not to accept gifts of more than \$100.00, loans, entertainment, kickbacks, or other substantial favors from any outside concern, which does or is seeking to do business with or is a competitor of Mother's Market.

When Team Members and/or management participate in a prize drawing at a business function, event, or trade show when representing the Company, prizes/gifts (valued at more than \$100.00) won or given are considered as the property of Mother's Market and not the individual Team Member. These items should be disclosed to a member of the Executive Team of the Company, who will determine how it may be equitably distributed. All decisions regarding the distribution are at the sole discretion of the Company. Team Members, who keep items valued at more than \$100.00 for their personal use or benefit without disclosing to the Executive Team of the Company, will be subject to disciplinary action, up to and including separation from employment.

Guest Relations Philosophy

Satisfied guests are valuable assets of our Company, as only they can assure Mother's Market of success. All Team Members contribute to guest satisfaction. Therefore, it is the responsibility of every Team Member to be service-oriented, have a professional attitude, and provide prompt and professional services to our guests at all times.

Satisfaction is a composite of many things -- a smile, a neat appearance, a friendly atmosphere, and a genuine concern for the guest -- these cost nothing, but are so important to our guests. Successful guest relations also involves providing quality products and services that consistently meet, if not exceed, the expectations of our guests by providing fresh, quality products and following through with guest requests in a timely manner. These items are always a matter of primary concern both to our guests and to Mother's Market.

Guests are the most important people in the business. Let's face it, without them the Company would not be here. Therefore, please observe the following RULES FOR SUCCESS:

1. GUESTS are the most important people in our business, whether we are dealing with them in person or over the telephone.
2. GUESTS do not depend on us. We depend on them.
3. GUESTS are not an interruption of our work. They are the purpose for our work.
4. GUESTS favor us with their patronage. We are not doing them a favor by serving them.
5. GUESTS are a part of our business. They are not outsiders.
6. GUESTS are not cold statistics. They are human beings with feelings and emotions like our own.
7. GUESTS are not someone with whom we argue or match wits.
8. GUESTS are people who bring us their wants. It is our job to fill those wants.
9. GUESTS are deserving of the most courteous and attentive treatment we can give them.
10. GUESTS ARE THE LIVELIHOOD OF OUR BUSINESS.

These Rules for Success are intended to remind you that we are in a service-oriented business. However, no Team Member is ever expected to tolerate behavior from our guests that would violate our harassment, discrimination, or retaliation policy. Team Members should immediately remove themselves from such a situation and immediately report the incident to a manager.

Housekeeping

The Company wants to provide an attractive and pleasant atmosphere for its Team Members and guests. All Team Members are expected to keep their work areas clean, organized, and uncluttered. It is important

that Team Members understand and fulfill responsibilities to the Company and to fellow Team Members when it comes to housekeeping.

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

Information Technology Use

Team Members are provided computers or access to computers for job-related purposes only. The computers, as well as all information temporarily or permanently stored or transmitted with the aid of the computers, remain the sole and exclusive property of the Company. The Company has the right to access, copy, and use any information stored on Company equipment in any manner it deems appropriate. Team Members should not assume any expectation of privacy to any information that is temporarily or permanently stored on any computer belonging to the Company or any computer used for Company business. The Company may access and review all files and records on computers, including similar electronic equipment used to create, edit, or store data provided by the Company at any time and without notice.

E-mail, voicemail systems, Internet connections, computer software, and hardware are maintained by the Company in order to facilitate business. All messages composed, sent, received, or stored through these systems or connections are the property of the Company. Messages on voicemail and e-mail systems are to be accessed only by the intended recipient. Any attempt by persons other than the intended to access messages on voicemail and/or e-mail will constitute a serious violation of Policy. However, the Company reserves the right to access and monitor messages on any system at any time.

Voicemail and e-mail systems are to be used by Team Members in conducting the business of the Company and are not for Team Members' personal use, except that e-mail may be used during non-working time for the limited purpose of communications related to employee labor organizations, collective bargaining, or other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or as is otherwise protected by law. Further, the Company understands that on occasion immediate family members may need to leave voicemail or e-mail messages for a Team Member, and the Company is willing to accommodate such personal use of the system to a limited degree. Regardless, personal use of the voicemail and e-mail systems that interferes with a Team Member's work performance will not be tolerated.

Team Members should be aware that even when a file on the computer or a voicemail or e-mail message has been erased, it might still be possible to retrieve the file from a backup system.

Team Members must have no expectation of privacy regarding any information or data created on, or transmitted over, the Company's voicemail, e-mail, intranet, or Internet systems. Team Members should not rely on the erasure or deletion of a file or message to assume a file or message has remained private.

The Company reserves the right to access and monitor a Team Member's voicemail and e-mail messages, both outgoing and incoming, at any time. The existence of a password on either system does not indicate that messages will remain private, and passwords must be made known to the Company by all Team Members.

Computer software is protected by copyright law. It is the intention of the Company to comply with all computer software copyright laws. The law states, "It is illegal to make or distribute copies of copyrighted material without authorization." The law only provides for copies to be made of computer software when it relates to archiving or backing-up computer systems and networks or with permission of the manufacturer. It is a federal crime to duplicate software without permission from the manufacturer.

Team Members are expected to:

- Comply with all computer software copyright laws;
- Refrain from copying or distributing copies of computer software that have been licensed to the Company except in the case of archiving or backup of existing software, data, and configurations unless approved by the Store Manager or Computer Network Administrator;
- Notify a Supervisor or other management official immediately upon learning of any misuse of software or related documentation; Refrain from installing unauthorized software or software that has not been approved for installation by the Company on any equipment owned or operated by the Company;
- Use the computer equipment, software, and Internet service for business purposes only and not for personal use unless permitted by their Supervisor;
- Store only Company files and records on the Company computers. No personal information or personal advertising, soliciting, or blogging is permitted; and
- Pay any fines, penalties, or damages assessed against the Company for any of the above-mentioned or related computer software abuses that are deemed to be attributable to a Team Member.

Team Members must refrain from using Company computers or its Internet service for any improper purpose. Some specific examples of prohibited Internet uses include:

- Chatting on-line, instant messaging, surfing, and other similar misuses of Company property and Internet services during working time;
- Viewing or contributing content to social media or social networking websites, including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, or similar websites for personal reasons during working time;
- The Company's policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet and any component of the communications systems. In keeping with the Policy, Team Members should not use any electronic communications device in a manner that would violate the Policy. Team Members may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene or sexually offensive material or information including transmitting, retrieving, downloading, or storing messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment;
- Making threatening or harassing statements to another Team Member or to a vendor, guest or other outside party;
- Transmitting, retrieving, downloading, or storing messages or images relating to race, religion, color, sex, marital status, national origin, citizenship status, age, disability, sexual orientation, or any other status protected under federal, state, and local laws;
- Sending or receiving confidential or copyrighted materials without prior authorization;
- Soliciting personal business opportunities, personal blogging or personal advertising during working time;
- Gambling, monitoring sports scores, using iPods or non-Company issued headsets, or playing electronic games;
- Day trading, or otherwise purchasing or selling stocks, bonds or other securities or transmitting, retrieving, downloading, or storing messages or images related to the purchase or sale of stocks, bonds, or other securities;
- Buying, selling or monitoring on-line auction sites;
- Stealing, using, or disclosing another Team Member's code or password without authorization or attempting to break into the computer system of another organization or person;

- Engaging in unauthorized transactions that may incur a cost to the Company or initiate unwanted Internet services and transmissions; and
- Using the Company's time and resources for personal gain.

Team Members of the Company who violate any of these Policies will be subject to disciplinary action, up to and including immediate separation from employment.

Introductory Period

For every new Team Member, the first 90 days of employment is an Introductory Period. During this time, Team Members are able to learn about the Company, their job, and their new surroundings.

During these first 90 days, the Team Member's job performance, attendance, and overall interest in their job will be observed by their Supervisor. During this period the Team Member may not be eligible for most Company benefits, such as paid time-off leave. Throughout the Introductory Period, the Company will assess the individual's suitability as a Team Member. Team Members who fail to demonstrate the commitment and performance expected by the Company may be separated from employment at any time during the Introductory Period. Completion of the Introductory Period does not change or alter the At-Will employment relationship. Team Members continue to have the right to separate their employment at any time, with or without cause or notice, and the Company has a similar right.

For reasons identified by management, the Company may choose to extend a Team Member's Introductory Period as necessary to give the Team Member a further opportunity to demonstrate their ability to perform their job. If a Team Member's Introductory Period is extended, the Team Member will be notified.

Job Duties

A Team Member's job responsibilities may change at any time during employment. From time to time, a Team Member may be asked to work on special projects or to assist with other work if necessary or important to the operation of the department or Mother's Market. A Team Member's cooperation and assistance in performing such additional work is expected.

Mother's Market reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities. Team Members are encouraged to ask their Supervisor or Human Resources any questions to become better informed about their job responsibilities and Mother's Market.

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

Lost and Found

At each store, the Office will also serve as the Lost & Found desk. Team members should bring all items including money found to the Store Manager and/or the Office Manager for safekeeping in the White Room, where they will be held for claim by the owner of the lost property.

Meal Breaks and Rest Periods

Non-Exempt Team Members

The Company provides all Non-Exempt Team Members who work more than a five hour workday an uninterrupted, unpaid 30 minute meal period each day. The meal period must begin no later than the end of the fifth hour of work. For example, if the Team Member starts work at 8:00 a.m., he or she must begin lunch by 1:00 p.m. All Non-Exempt Team Members are required to record the beginning and ending time of their meal period each workday.

Non-Exempt Team Members working more than a 10 hour workday are provided an unpaid second meal period of at least 30 minutes. Non-Exempt Team Members must begin the second meal period no later than the end of the 10th hour of work whenever a Non-Exempt Team Member works that many hours in a workday.

During their meal periods, Non-Exempt Team Members will be relieved of all work responsibilities. No work or work-related activities are permitted while on any meal break. Employees are not required to remain at the facility or work site during the meal break. Non-Exempt Team Members may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any Non-Exempt Team Member perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods. "Off-the-clock" work includes time spent performing job-related work not scheduled or requested by the Company, regardless if such work is performed voluntarily.

Please note that no Company Manager or Supervisor is authorized to instruct any Team Member on how to spend his or her personal time during a meal period. Managers or Supervisors are not authorized or allowed to instruct any Team Member to skip a meal period or work during a meal period. Team Members are required to immediately report a Manager's or Supervisor's instruction to skip or work during a meal period to Human Resources.

If any Team Member feels that he or she was not provided the opportunity to take a full, uninterrupted, duty-free meal period as authorized and permitted under this policy, the Team Member should inform his or her supervisor immediately, and if not promptly resolved, notify Human Resources.

Waiver of Meal Period. Non-Exempt Team Members may waive their meal period by written agreement and only under the following circumstances:

If a Non-Exempt Team Member will complete their workday in six hours, the meal period may be waived. Any time a Non-Exempt Team Member elects to waive a meal period under this circumstance, a written request must be submitted and prior written authorization granted from their Supervisor.

1. Non-Exempt Team Members who work over 10 hours in a day may waive their second meal period only if they take their first meal period and they do not work more than 12 hours that day. Non-Exempt Team Members working over 12 hours in a workday may not waive the second meal period. Any time a Team Member elects to waive a second meal period the Team Member must submit a written request and receive prior written authorization from their Supervisor.

Non-Exempt Team Members may not waive meal or rest periods to shorten their workday. Team Members may not combine meal and rest periods.

Rest Periods

The Company provides all Non-Exempt Team Members with the opportunity to take a 10 minute paid rest period for every four hours worked, or major fraction thereof, which should be taken so far as practicable in the middle of each such work period. No work or work-related activities are permitted while on any rest break. Employees are not required to remain at the facility or work site during the rest break. Rest periods are provided based on the total hours worked in a workday as follows:

Less than 3.5 hours	=	No rest period
3.5 hours+ to 6 hours	=	One 10 minute rest period
6 hours+ to 10 hours	=	Two 10 minute rest periods
10 hours+ to 14 hours	=	Three 10 minute rest periods

Additional rest periods, if needed, will be provided for each four hours of work, or major fraction thereof. Non-Exempt Team Members will be relieved of all duty during rest periods so that this personal time may be enjoyed.

Because rest periods are counted as hours worked, Non-Exempt Team Members should not clock out or record rest periods on their time cards. Managers or Supervisors are not authorized or allowed to instruct any Team Member how to spend his or her personal time during a rest period or to instruct any Team Member to skip a rest period. Skipping rest periods cannot be used to shorten the workday. Team Members are required to immediately report a Manager's or Supervisor's instruction to skip or work during a rest period, or report instances when he or she was not provided the opportunity to take a full, uninterrupted, duty-free rest period as authorized and permitted by this policy, to Human Resources.

Non-Exempt Team Members may be required to confirm that they have been provided an opportunity to take all of their rest periods during any pay period or in the alternative, identify any rest periods they missed.

If any Team Member feels that he or she was not provided the opportunity to take uninterrupted, duty-free rest periods as authorized and permitted under this policy, the Team Member should inform his or her supervisor immediately, and if not promptly resolved, notify Human Resources.

Exempt Team Members

Exempt Team Members, although not covered by the above regulations, are expected to use good judgment as to the timing and length of rest and meal breaks so that their job responsibilities are performed in a timely manner. Meal breaks should be taken as close to the middle of the workday as possible in order to maintain workflow and meet the needs of guests.

Lactation Accommodation

Upon request, reasonable accommodations, including privacy and increased break time, will be made to accommodate lactating Team Members. To request lactation accommodation, Team Members should contact Human Resources. The Company will engage with the employee in an interactive process to determine the appropriate break times and location for expressing milk. The Company will respond to a Team Member's request for lactation accommodation within five business days. Team Members will be provided with a room that has a seat, access to electricity, and is safe, clean, and free of toxic materials. The location for expressing milk will be in close proximity to a sink and a refrigerator. To ensure privacy, Team Members should make arrangements for these breaks with their supervisor.

In the unlikely event that a Team Member is not accommodated under this policy, the Team Member has the right to file a complaint with the California Labor Commissioner.

Media Contact

Only Team Members authorized to represent the Company with the media may give a statement or information to the media on behalf of the Company. In the event the media makes contact looking for information from the Company, the Team Member should request the name, phone number, and the organization represented. The Team Member should give that information to the Store Manager and/or the Chief Integration Officer who will contact the media.

Meetings

Staff meetings are held on an "as-needed" basis and all Team Members are expected to attend. These meetings are held to provide information, promote Team Member participation, contribute constructive ideas in solving problems, improve our Company, and allow us to operate more efficiently. It is an opportunity to exchange ideas, set goals, discuss opportunities for growth, and solve any problems with particular projects or assignments. If unable to be present, Team Members should notify their Supervisors and offer to submit ideas in writing.

Non-Exempt Team Members who attend meetings, conventions, etc., will be paid for the time spent at the meeting or convention in accordance with applicable state or federal laws.

Open Door Philosophy

Team Members encountering work-related problems or having questions concerning their job are encouraged to discuss questions or problems with the Company. The Company cannot address any questions, concerns, or problems unless it knows about them.

Team Members with questions or concerns should speak with their immediate Supervisor as soon as possible. A Team Member's immediate Supervisor is the person generally responsible for what goes on in a Team Member's immediate work area and may be in the best position to assist.

If a Team Member prefers not to speak with their immediate Supervisor or if a Team Member feels the immediate Supervisor cannot or has not satisfactorily resolved the problem, Team Members are asked to speak with their Store Manager. Finally, if a Team Member still feels the need to speak to other members of the management, the Company encourages Team Members to speak with Human Resources. Human Resources is available to assist and work on solving problems or answering questions at any time.

The Company takes all concerns and problems brought to its attention seriously. The Company will work to address Team Member concerns or resolve problems as soon as possible under the circumstances. Team Members are encouraged to utilize this procedure without fear of reprisal.

This procedure, which the Company believes is important for both Team Members and the Company, cannot guarantee that every problem will be resolved satisfactorily.

Other Rules and Standards

The Company needs to have certain reasonable policies and rules to conduct its business. The following portions of this Handbook focus on basic rules that are necessary for the efficient operation of the Company and for the benefit and safety of all Team Members. Violation of any of these basic rules, the Policies in this Handbook, or any other Policy of the Company may lead to disciplinary action, up to and including immediate separation from employment. None of these Rules and Standards, however, are intended or will be applied to interfere with or restrain Team Members in the exercise of their rights to engage in protected concerted activities under Section 7 of the National Labor Relations Act. The list is not all-inclusive and there may be other circumstances for which Team Members may be disciplined, up to and including immediate separation from employment. If Team Members have any questions about these basic rules, or what is expected of them, they may discuss them with their immediate Supervisor or the Store Manager.

Bulletin Board(s)

The Company maintains a bulletin board as an important source of information. The bulletin board is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, job openings, and other matters of concern to all Team Members and related to the Team Members' employment by the Company. Team Members should develop a habit of checking the bulletin board regularly in order to be familiar with the posted information.

Posting of any notice or document on bulletin boards or elsewhere on Company premises must be approved in advance by the Store Manager. Team Members are generally not permitted to post personal notices and solicitations on Company bulletin and electronic message boards. For more information, please see Solicitation and Distribution of Literature Policy.

Courtesy

Courtesy is the responsibility of every Team Member. Everyone is expected to be courteous, polite and friendly to guests, vendors, and suppliers.

Document Preparation

Correspondence and documents should be error-free and neatly prepared. Care shown in preparation of correspondence and documents reflects attention to accuracy and detail. Even simple errors cause unnecessary inconvenience, irritation, and potential loss of business.

Gambling

Gambling, including on-line gambling, is prohibited on Company property.

Hazardous and Toxic Materials

If a Team Member's job requires the use of hazardous or toxic materials, the Team Member is expected to comply with all laws, rules and regulations concerning safe handling and disposal. If a Team Member has any questions about the materials the Team Member works with or the proper safety procedures to follow, the Team Member must discuss those concerns immediately with their Supervisor or the Store Manager.

Insubordination

All Team Members have duties to perform and everyone, including Supervisors, must follow directions. It is against Company policy for a Team Member to refuse to follow the directions of a Supervisor or management official unless the direction conflicts with Company policies, standards, or ethics. It is also against Company policy to treat a Supervisor or management official in an insubordinate manner in any respect. Team Members must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation is insubordination and will not be tolerated.

Insufficient Production or Poor Performance

Team Members are expected to make every effort to learn their job and to perform at a level satisfactory to the Company at all times.

Keys

Each Team Member to whom a Company key is given is responsible for the proper use of that key and will be required to sign for it. A lost or misplaced key must be reported immediately to the Store Manager. Never duplicate or loan a key to anyone for any reason. If a replacement Company key is needed, please see the Store Manager. All keys must be turned in to the Store Manager upon separation from the Company. Team Members who take a leave of absence must turn in any keys prior to beginning their leave.

Misuse of Property

No Team Member should misuse, or use without authorization, equipment, vehicles, or other property of guests, vendors, other Team Members or the Company.

Publicity

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use Team Members' photographs, pictures, and/or voice transcriptions for promotion or advertising at any time without compensation. However, if a Team Member prefers not to be photographed, recorded, or otherwise included in promotions and advertising, the Team Member must provide advance written notice to Human Resources. In addition, the Team Member is responsible for informing any photographer or person taking the recording that he or she is not to be photographed or recorded.

Sleeping

The Company does not tolerate sleeping or inattention on the job.

Outside Employment

There are times when Team Members have the opportunity or the need to hold two jobs with separate employers at one time. It is important that a second job does not interfere in any way with a Team Member's primary job position with the Company. A Team Member should be careful that extra hours of work with a second employer do not affect the safe operation or accurate performance of the job position with the Company, or leave them tired or slow to react.

Although not preferred, Team Members may engage in work outside their regular work schedule at the Company, provided this work does not detract from their job performance or is not harmful to the Company's best interests, and does not present a conflict of interest with their employment at Mother's Market. Team Members are required to obtain written approval, in advance of accepting the second job, from Human Resources.

Overtime

The Company may periodically require overtime or weekend work in order to meet business or production needs. As much advance notice as possible will be given to scheduled Team Members. Team Members will be expected to work scheduled overtime unless otherwise excused by their immediate Supervisor, the Assistant Store Manager, or the Store Manager. All overtime work must be pre-approved by the Team Member's immediate Supervisor and the Store Manager or Assistant Store Manager. Nevertheless, Company policy is that **time worked equals time paid**, and Team Members should always record the time they actually work, even if it includes unapproved overtime. While Team members will be paid for all overtime worked, they may be subject to discipline for failing to obtain advance supervisory approval.

Holiday Pay will not count as "hours worked" for purposes of calculating a Non-Exempt Team Member's entitlement to overtime during the week in which the holiday occurs.

Overtime pay rates shall be determined by the applicable law and is payable in the following circumstances as of the date of this Team Member Handbook:

- Compensation for hours worked in excess of eight (and up to 12) in a day or in excess of 40 hours in a workweek, or the first eight hours of work on the seventh consecutive day of work, will be paid at a rate of one-and-one-half times the Team Member's regular rate of pay.
- For hours worked in excess of 12 in a day or hours in excess of eight on the seventh consecutive workday in the same workweek, overtime premium will be calculated at two times the Team Member's regular rate of pay.

Parking

It is the Company's policy not to provide assigned parking for its Team Members. It is the Team Member's responsibility to check with their immediate Supervisor to find out where it is appropriate for him/her to park. Team Members must not park in the parking places that are primarily designated for our guests.

Pay Transparency Statement and Salary History

The Company will not discharge or in any other manner discriminate against Team Members or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, except as required by law.

In addition, all employees interviewing candidates are prohibited from seeking information regarding an applicant's salary history.

Personal Belongings

Team Members are encouraged to avoid bringing excessive items or personal possessions that have sentimental value to work and to take all precautions to safeguard all such items and possessions if brought to work. Although Team Members may be provided with lockers, desks, or offices for the convenience of the Team Member while at work, such locations should not be relied upon as a safe place to store personal property. Mother's Market cannot be responsible for personal items brought to or left in the office that may be lost, stolen, or damaged. Team Members who bring any kind of personal items and possession to work do so at their own risk. While both building management and the Mother's Market stress security, each individual is responsible for the prevention of loss of personal items. The Company's office insurance policy covers only loss due to fire or theft of items necessary to the normal course of conducting its business. The loss of personal property or cash is not covered.

Personal Conduct

Keep a courteous attitude while providing Company services to the Company's guests and Team Members. Never use profanity, swear words, or slang when speaking with a guest, or when a guest is present, while carrying out the Company's goals and objectives. Promptly respond to any guest questions or requests.

Conduct Guidelines

All Team Members must conduct themselves in a professional manner. Unprofessional behavior in the workplace such as sexually related conversations, inappropriate touching (including, but not limited to, kissing, hugging, massaging, sitting on laps) of another Team Member, guest, vendor, supplier or any other service provider and any other behavior of a sexual nature is prohibited. Furthermore, mimicry, horseplay, and inappropriate joking (including, but not limited to, racial and ethnic jokes) are prohibited.

As with all businesses, Mother's Market considers certain conduct unacceptable. It is not possible or practical to list every type of conduct that is unacceptable. In order to provide Team Members with some guidance concerning unacceptable behavior, the following are examples of conduct that should not take place in the work environment and may result in disciplinary action, up to and including separation from employment:

Obtaining employment based on false or misleading information, falsifying information, or making material omissions in any Company documents or records;

- Malicious or willful destruction or damage to Company property supplies or to the property belonging to another Team Member, a guest, a supplier, or a visitor;
- Theft or unauthorized removal of property from Company premises, another Team Member, a guest, a supplier, or a visitor. While this does not diminish the importance of any other item included in this Conduct Guidelines list, Mother's Market has a "zero tolerance" for theft, regardless of the monetary value of the cash or item(s) involved;
- Misappropriation or unauthorized use of money, credit, property, or equipment of the Company or belonging to another Team Member, guest, supplier, or visitor;
- Team Members are not permitted to engage in any kind of illegal activity on duty or on Company property, or while off the job, which reflects detrimentally on the Company's reputation;
- Dishonesty of any kind, including asking another Team Member to misrepresent Company information, concealing or failing to report an error, or falsifying time sheets or any Company documents or files;
- Rude, abusive, or threatening language or outbursts of anger toward management, Team Members, guests, or others;

- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices or chemicals on Company property;
- Violation of Company Policies with regards to Conflict of Interest and Confidentiality;
- Possessing confidential information without proper authorization;
- Communicating confidential or proprietary information to unauthorized persons or entities;
- Unsatisfactory job performance, including but not limited to failure to perform assigned duties, excessive sloppiness, negligence or incompetence, doing personal work during work time or failure to treat a guest in a courteous, friendly manner, chewing gum, or chewing tobacco on retail floor, etc.;
- Malicious gossip and/or spreading rumors, or interfering with another Team Member's ability to perform their job duties;
- Intentionally restricting work output or encouraging others to do the same, except when such activities are protected by the National Labor Relations Act or otherwise may be protected under state or federal law;
- Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, stopping work before end of the workday, or leaving work early;
- Sleeping or malingering on the job;
- Engaging in activities that create a conflict of interest;
- Fighting or provoking a fight while on the job or on Company property;
- Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by a Team Member's Supervisor;
- Unlawful or unauthorized possession of alcohol or drugs, or drug paraphernalia, while on duty or on Company premises, or reporting to work under the influence of alcohol or drugs;
- Engaging in the illegal sale or distribution of narcotics, drugs, drug paraphernalia, or controlled substances while on the job or on Company property, or any violation of the Drug and Alcohol Policy;
- Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with Company equipment;
- Negligence, horseplay, or any other action that endangers other people, Company property, or that disrupts work;
- Gambling while on the job or on Company premises;
- Smoking in designated non-smoking areas;
- Violating any security rules or procedures;
- Harassing, threatening, intimidating, or coercing any Team Member or another person, including violation of the Company's Discrimination, Harassment and Retaliation Policy;
- Inappropriate and/or excessive use of the Internet (e.g., offensive e-mail, non-work related web-sites, chat rooms, etc.) per the Information Technology Policy;
- Failure to abide by set standards for meal and rest periods or working unauthorized overtime;
- Solicitation, redirecting business or Team Members away from the Company, or selling or passing out any products, information, or documents on Company property during work time;
- Team Members in positions requiring the use of a vehicle for Company business, must adhere to the guidelines in the Driving While on Company Business Policy including

having a current driver's license, current vehicle insurance and have a Department of Motor Vehicles record acceptable to the Company's insurance carrier for insurability;

- Misuse of Company time;
- Failure to follow procedure for ordering food in the restaurant, deli and juice bar intended for the Team Member's own consumption;
- Team Member's ringing up their own purchases or those of family or friends at the registers;
- Failure to pay for items used or consumed. Any product that is to be used or consumed or removed from the store, must be paid for prior to consumption/removal. Team Members are not to save products from the store anywhere in their work areas. This applies to store samples as well; these products or samples must be approved in writing, before consumption or removal from the store by a manager;
- Not tendering the correct discount or accepting an incorrect discount or sweethearting;
- Mishandling any transaction relating to credits, refunds, or coupons;
- Entering fraudulent returns or fraudulent bottle credits;
- Any other violations of rules and policies of the Company.

Personal Mail, Telephone Calls, Mobile Phones, and Visits

All mail delivered to the Company is presumed to be related to Company business. Personal mail should not be sent to the Company's address. Mail sent to a Team Member at the Company will be opened by office personnel and routed to the Team Member. Company postage and stationery may not be used for personal correspondence.

Telephone lines are needed for business calls. The Company asks Team Members to use reasonable judgment in making or receiving personal calls that are not of an emergency nature. Team Members will be personally liable for unauthorized long distance or toll calls and will be subject to disciplinary action, up to and including immediate separation from employment, for excessive use of the Company's telephone lines.

Personal mobile phones may not be left on the Team Member's desk or in the open, and may not be carried by the Team Member on Company property during work hours with the power on. Personal mobile phones may only be used for emergencies during work hours. Appropriate use of a personal mobile phone would be during a Team Member's meal break or rest period. Team Members who use mobile phones with photo or video capability must ensure that they do not record or disclose any Confidential or Trade Secret Information of the Company, the Company's guests, or Confidential Personal Information of any Team Member, when using photo or video features of a phone.

Personal visits by friends or relatives during work hours can be disruptive to operations and are, discouraged when it interrupts a Team Member's work. Visitors are not authorized to enter work areas without specific management permission.

Personal Use of Company Equipment and Property

Company resources are to be used only for legitimate business purposes and are not to be used for personal reasons by Team Members. Company property includes kitchen equipment, food supplies, ingredients, telephones, faxes, other communication equipment, computers, copy machines, postage, office supplies, etc. Using any Company resources for personal use or removing Company resources without management's approval is prohibited. Unauthorized use, misuse or removal of Company resources by a Team Member is subject to disciplinary action, up to and including separation from employment. The utmost care and hygiene are to be observed when using Mother's Market kitchen equipment and food ingredients in order to avoid any potential contamination of the food products we produce for our guests.

Personnel Records

Team Member personnel files are considered confidential property of the Company. So that information in personnel files is current, Team Members must use the ADP self-service portal to update their personal information whenever there is any change in home/mailling address, telephone numbers, number and names of dependents, emergency contact information, educational accomplishments, and similar Team Member information.

Team Members may request to review their personnel file or to receive a copy by submitting a written request to the Vice President of Human Resources. Team Members who wish to view any data related to their compensation not contained within their personnel file may also request to do so by submitting a written request to the Vice President of Human Resources. Compensation records will be made available for review within 21 days from receipt of the request.

Premises and Property Surveillance

The Company is committed to providing a workplace that promotes safety and security for all of its Team Members and guests. The Company also stresses the importance of serving all guests in a courteous and efficient manner. In order to accomplish these objectives and safeguard the safety of Team Members and guests, the Company has installed a visual and/or audio surveillance system, including the monitoring of e-mail and voicemail transmissions and internet activity and that Team Members' actions and activities while on the Company's premises may be observed and/or recorded. Team Members should understand that these security measures assist in monitoring the Company and its property. It is the sincere hope of the Company that this will enable the Company to protect the interest of Team Members, guests, and the Company.

Proof of Right to Work

Under federal law, all new Team Members must produce original documentation establishing their identity and right to work in the United States, and complete USCIS Form I-9, swearing that they have a right to work in the United States. New hires may establish their identity and right to work in the United States by:

- Providing documentation that establishes both their identity and employment authorization (List A documents on the I-9 form); or
- Providing documentation that separately establishes their identity (List B documents on the I-9 form) and their employment authorization (List C documents on the I-9 form).

Documentation must be produced within three business days of hire, or on the first day of employment if the period of employment is anticipated to be less than three business days. Required documentation must be presented to the Store Manager, Payroll Administrator or Human Resources Department, which will be responsible for processing the documents.

Team Members who are re-hired must provide acceptable documentation according to the version of the I-9 form that is in effect at the time of re-hire. Team Members who presented documentation that has expired or is about to expire must provide proper documentation according to the applicable I-9 form at the time of re-verification. If a Team Members has had a legal name change, they may be subject to re-verification. Additionally, re-hired Team Members and Team Members subject to re-verification may also be required to complete a new I-9 form if the I-9 form previously completed is no longer accepted by the United States government.

Reimbursement of Business Expenses

Certain Team Members may incur business expenses in the course of their duties. Eligible Team Members must receive advance authorization to incur business expenses, and all such expenditures must be documented on an expense report that is submitted to the Accounting Department for review and approval. All original receipts for expenses are to be attached to the expense report with an explanation as to the

nature of the expense. In the case of promotional or entertainment expenditure, the names of the persons and the business purpose for the meeting must be included.

The Company must approve all business expenses, including any airline travel or hotel reservations, before they are incurred. Expenses will be paid by the Team Member and reimbursed upon submitting an expense report and receipts, unless a travel advance or other arrangements have been made.

Non-supervisory employees are generally not permitted to use personal cell phones for business purposes. However, in the event of emergency use of an employee's personal cell phone for business purposes, the employee must promptly inform Human Resources so that the Company may reimburse such use. Supervisory employees will be reimbursed a flat monthly rate to reimburse anticipated business use of personal devices. For more information, please see Human Resources.

Failure to comply with these standards and Policy may result in disciplinary action, up to and including separation of employment. In addition, the Company reserves the right to refuse to reimburse any expenses that have not met the standards, to the extent permitted by law. In addition, the falsification of an expense reimbursement is subject to disciplinary action, up to and including separation of employment. For questions regarding how particular expenses should be handled, contact the Accounting Department, or the CEO of Mother's Market before incurring the expenses.

Reference Verification

Team Members contacted by outside sources, whether personally known or unknown, requesting an employment reference or employment verification for a current or former Team Member should not provide any information to the requesting individual or organization. Instead, Team Members should refer the requesting individual or organization to Human Resources. No Team Member, other than Human Resources, is authorized to provide employment references or employment verifications for any current or former Team Member. Team Members wishing to receive either an employment reference or verification should provide a signed written authorization to the Company.

Retaliation

The Company strictly prohibits any retaliatory adverse action against Team Members who have participated in a protected activity as well as Team Members closely associated with an individual engaging in protected activities.

Protected activities may include the following:

- Filing a complaint;
- Reporting a claim of harassment or discrimination;
- Reporting a work-related fatality, injury, or illness; requesting access to records governed by 29 C.F.R. Part 1904; or otherwise exercising any rights afforded by the Occupational Safety and Health Act;
- Filing a workers' compensation claim;
- Participating in investigations or testifying in legal proceedings regarding alleged illegal Company activities;
- Utilizing protected leaves of absence, such as FMLA or pregnancy leave;
- Reporting violations of securities and fraud law in publicly traded companies;
- Requesting a reasonable accommodation based upon religion or disability; and
- Associating with another Team Member who is engaged in any of these activities.

Prohibited retaliatory adverse action includes both active and passive retaliation, including, but not limited to: demotion, negative reassignment, separation of employment, reduction in pay, loss of privileges, or exclusion of Team Members from meetings, assignments, or decisions they were previously involved in.

If Team Members feel that they are being retaliated against, they should immediately contact their Supervisor, the Store Manager, Human Resources, or another member of upper management. In addition, if a Team Member observes retaliation by another Team Member, Supervisor, Manager, or non-Team Member, the Team Member should report the incident immediately to the Store Manager, Human Resources, or another member of upper management.

Any Team Member, Supervisor, or Manager who condones or ignores potential violations of this Policy will be subject to appropriate disciplinary action, up to and including immediate separation from employment.

Occupational Health and Safety

The Company is dedicated to a goal of maintaining standards for the safety and health of its Team Members. As part of that goal, the Company is committed to providing Team Members with a work environment that is conducive to safe, effective, and productive job performance. The health and safety of our Team Members is a priority. All Team Members must follow safe working practices and instruct others to work safely.

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

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

Accidents

All accidents must be immediately reported to the Team Member's immediate Supervisor and to Human Resources. Any injury, no matter how minor, which occurred at the workplace or during the course of employment, must be reported promptly. Team Members who incur a work-related injury or illness will be referred to a medical provider listed in our MPN network for evaluation and/or treatment purposes, as appropriate. Team Members may be entitled to Workers' Compensation benefits for on-the-job injuries, and prompt, accurate reporting of accidents will assist in obtaining the benefits. Failure to properly notify management may delay any claim for compensation and may result in disciplinary action up to and including separation of employment.

Ergonomics

The Company is subject to Cal/OSHA ergonomics standards. The Company encourages safe and proper work procedures and requires all Team Members to follow safety instructions and guidelines. The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and wellbeing, and is essential to our business. We desire to create a risk-free environment. Questions regarding ergonomics should be directed to the Store Manager or Human Resources.

Safety

It is our Policy to provide and maintain a safe working environment for our Team Members. By using good judgment, following proper safety procedures when lifting and carrying heavy objects, and operating equipment properly, Team Members will help Mother's Market meet its objective of preventing personal injury and property damage. Team Members who jeopardize or violate health and safety rules are subject to corrective action, up to and including separation of employment. The following are a few of the safety guidelines Team Members must follow:

Report any unsafe or hazardous condition to management immediately. Reports and concerns about a workplace health and safety issue or the existence of a hazardous condition or practice in the workplace may be made anonymously, if the Team Member wishes. All reports can be made without fear of reprisal;

- Comply with the Company's safety rules;
- Do not operate defective equipment, and report all equipment defects to your immediate Supervisor, Store Manager, and the Chief Operating Officer immediately. Under no circumstances should any repairs be attempted by anyone other than authorized maintenance personnel. It is the Team Member's responsibility not to operate defective equipment;
- Notify your immediate Supervisor and Store Manager of any emergency situation;
- Avoid awkward positions when bending, stooping, or turning;
- Request assistance when lifting, pushing, or carrying heavy objects;
- Be cautious in the use of extension cords and multi-unit plugs;
- Do not leave any obstructions on the floor. General housekeeping is the responsibility of each Team Member;
- Do not block any exit doors or electrical panel; and
- Know the location, contents, and use of first aid, fire equipment, and other safety equipment.

Team Members who violate health and safety standards, who cause hazardous situations, or who fail to report or, where appropriate, remedy such situations may be subject to corrective action, up to and including separation of employment.

On the Job Accidents

All accidents, whether to a Team Member, customer, or visitor, must be immediately reported to a Supervisor and Human Resources. Mother's Market provides full diagnostic and medical treatment for any Team Member who suffers an injury or illness on the job.

Team Members are required to notify their Supervisors immediately if they suffer an industrial injury. Failure to properly notify management may delay any claim for compensation and may result in disciplinary action;

- As part of the accident investigation, all Team Members involved in the industrial injury may be required to submit to a post-accident drug test if the Company reasonably suspects that a Team Member's impairment from drugs or alcohol may have been a factor in the injury; and
- If a Team Member experiences an emergency at work, a Supervisor and Human Resources must be notified immediately. A Supervisor or Human Resources will arrange for transportation to an emergency treatment facility. Transportation for additional treatment will be the responsibility of the Team Member.

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

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

Emergency care beyond the ability of a first aid station will be provided by a Mother's Market designated medical facility.

Searches and Inspections

In order to protect the safety and property of all Team Members, the Company reserves the right to inspect Team Members' desks, cabinets, briefcases, lockers, purses, toolboxes, and personal vehicles, as well as any other personal belongings brought onto Company property. The Company may access and review all files and records on computers, including similar electronic equipment used to create, edit, or store data provided by the Company at any time and without notice. Team Members are expected to cooperate in any search. Failure to cooperate will result in disciplinary action, up to and including separation from employment.

Severability

If any applicable laws have changed since the writing of this Handbook, and if any portion of this Handbook is determined to be unlawful or unenforceable because of such change or for any other reason, it shall not mean that the entire Handbook or any other provision in it is invalid.

Smoking

Smoking is prohibited in all enclosed work locations. Smoking is permitted only in designated outside areas away from the area at or near the store entrance during regularly scheduled rest periods and meal breaks. The definition of smoking includes traditional cigarettes and other tobacco products, all electronic smoking devices, as well as e-cigarettes and vaporizers. Extra "smoke breaks" during the workday are not permitted. Please safely dispose of cigarettes. Littering is a violation of Company policy. Team Members are to ensure they do not smell like smoke when they return to their jobs where they interface with guests.

Additionally, smoking marijuana, consumption of marijuana, or being under the influence of marijuana products are also prohibited in all Company buildings and vehicles and while performing work on behalf of the Company.

Social Media, Social Networking and Blogging

This Policy governs Team Member use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites, including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, and weblogs ("blogs"). The lack of explicit reference to a specific site or type of social media does not limit the application of this Policy.

The Company respects the rights of all Team Members to use social media. However, because communications by Company Team Members on social media could, in certain situations, negatively impact business operations or guest relations, or create legal liabilities, it is necessary for the Company to provide these guidelines. This Policy should not be interpreted and will not be applied so as to interfere with the legally-protected rights of Team Members to discuss or share information related to their wages, hours, benefits, and working conditions amongst themselves or with outside parties.

Team Members engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to: (1) protecting trade secret, proprietary, or confidential information related to the Company's operations; (2) safeguarding Company property; (3) requiring courteous and respectful treatment of guests; (4) prohibiting unlawful discrimination, harassment, and retaliation; and (5) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company. Team Members engaging in the use of social media will also be bound by the terms of any and all confidentiality agreements with the Company that they have signed.

Team Members shall not use social media to:

- Disclose the Company's trade secret, proprietary, or confidential information. Trade secret, proprietary, or confidential information includes information regarding the development of systems, processes, products, know-how and technology as well as

business and/or marketing strategies, pricing models, or insider, non-public financial information not involving Team Member wages, benefits or terms and conditions of employment;

- Disclose a guest's, vendor's, partner's or supplier's trade secret, proprietary or confidential information, including, but not limited to, the terms upon which it does business with the Company;
- Post or display comments about Team Members, Supervisors, guests, vendors, suppliers, job applicants, or members of management that are malicious, obscene, physically threatening, or intimidating, harassing, bullying, or otherwise constitute a violation of the Company's policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic;
- Post or display photographs of guests, vendors, or suppliers without such persons' express written consent;
- Post or display content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any Team Member concern involving wages, hours, or other terms and conditions of employment; or
- Express an opinion about any public issue, endorse another company's product or service, or endorse a political candidate or ballot initiative in a manner that makes it appear that the Team Member is acting as an authorized representative of the Company (such as, for example, by including the Team Member's job title and Company name, the Team Member's Company e-mail address, or the Company's logo or letterhead) unless: (1) such activity is part of the Team Member's regular job duties; or (2) the Team Member is expressly authorized by a member of management to engage in such activity.

Team Members shall not use social media during work time, unless such use is part of the Team Member's regular job duties.

Team Members should know that the Company has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Team Members should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Violations of this Policy may result in disciplinary action, up to and including separation from employment. Team Members with questions regarding this Policy may contact Human Resources.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business, and to prevent distraction to Team Members, the Company has established rules applicable to all Team Members governing solicitation, distribution of written material, and entry onto the premises and work areas. All Team Members are expected to comply strictly with these rules. Any Team Member who is in doubt concerning the application of the following rules should consult with their Supervisor.

Solicitation by a Team Member of another Team Member for the support of any organization is prohibited during the working time of either Team Member. In addition, the distribution of paper advertising materials, handbills, or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-Team Members may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Substance Abuse

Alcohol and drug abuse ranks as one of the major health problems in the United States. Team Members are the Company's most valuable resource, and their safety and health is of paramount concern. The Company

is committed to providing a safe working environment to protect Team Members and others, to provide the highest level of service, and to minimize the risk of accidents and injuries.

Each Team Member has a responsibility to other Team Members and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, marijuana, or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, the Company has adopted a Policy that all Team Members must report to work and remain completely free from the presence of drugs or under the influence of alcohol or marijuana.

All Team Members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or impairing substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This Policy does not prohibit the possession and proper use of medication legally prescribed under both federal and state law, taken in accordance with the prescription to the extent that it does not impair job performance, safety or the safety of others.

Team Members are also prohibited from being under the influence of alcohol or marijuana or having illegal or unauthorized controlled substances prohibited under either federal or state law, or having excessive amounts of controlled substances authorized under both federal and state law, in their system while at work. This Policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of a Team Member's assigned duties.

All Team Members are prohibited from distributing, dispensing, possessing, or using alcohol or marijuana while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this Policy, must not interfere with a Team Member's ability to perform the essential functions of his or her job.

The proper use of medication legally prescribed under both federal and state law by a health care provider is not prohibited; however, the Company does prohibit the misuse of prescribed medication. Drug use may affect job performance, such as causing dizziness or drowsiness. It is the Team Member's responsibility to determine from his or her health care provider whether such a prescribed drug may impair job performance, safety, or the safety of others. If a Team Member cannot safely work due to prescription medication, the Company will consider reasonable accommodations pursuant to the Company's medical leave policy to the extent such an accommodation does not create an undue hardship and enables the employee to perform the essential functions of the position.

It shall be the responsibility of each Team Member who observes or has knowledge of another Team Member in a condition which impairs the Team Member in the performance of his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this Policy, to promptly report that fact to their immediate Supervisor or the Store Manager.

The Company may conduct drug tests upon reasonable suspicion. Team Members may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this Policy. Reasonable suspicion may arise from, among other factors, supervisory observation, Team Member reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident when the employee's impairment may have caused or contributed to the accident.

Violation of this Policy or any of its provisions may result in disciplinary action, up to and including separation from employment.

In order to enforce this Policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to, work areas, personal articles, Team Members' clothes, desks, work stations, lockers, and personal and Company vehicles. Test results will be kept confidential by the Company. Team Members will be subject to

disciplinary action, up to and including separation from employment for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by the Company.

Where a Manager or Supervisor has reasonable suspicion that a Team Member has violated the Substance Abuse Policy, the Manager or Supervisor, or his/her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. A Team Member may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area; therefore, Team Members should have no expectation of privacy for personal belongings brought on Company premises. Where the Team Member is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the Team Member for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

All Team Members who test positive in a confirmed substance test will be subject to disciplinary action, up to and including separation from employment.

Any Team Member who feels that he or she has developed an addiction to, dependence upon, or problem with, alcohol or drugs, legal or illegal, is encouraged to seek assistance. No disciplinary action will be issued against any Team Member who comes forward to the Company with the problem prior to the Company learning of a violation of the drug and alcohol policy.

Alcoholic beverages may be available at Company-sponsored functions. As stated in this Handbook, attendance at Company-sponsored social events is optional. The Company does not encourage or condone intoxication from any substance at such events. Any consumption of alcohol at such events must be responsible, moderate and limited. Team Members are expected to remain professional and sober at all times, and should not, under any circumstances, drive from any such event while impaired. Violation of this rule can result in disciplinary action, up to and including termination, even for a first offense.

Theft

Theft is a criminal act. In case of actual or suspected theft, the Company may contact the appropriate law enforcement agency. The Company expects Team Members to cooperate fully with any such investigation. While on Company premises, the Company reserves the right to inspect all purses, briefcases, packages, lockers, and vehicles in order to protect all Team Members and the Company. If Team Members must remove Company property from the premises, the Team Members must obtain written permission in advance from the Store Manager. Failure to do so will result in disciplinary action, up to and including immediate separation from employment.

Timekeeping Policy

The Company requires the use of a time reporting system for all Team Members as a means of accurately recording hours worked, holidays, vacation, and sick time. For Non-Exempt Team Members, the time reporting system also records meal periods and overtime.

Non-Exempt Team Members are responsible for correctly recording their hours of work via the ADP biometric system, as the law requires the Company to keep accurate records of time worked in order to calculate Team Member pay and benefits. This includes each work day Non- Exempt Team Members are responsible for recording the start time, beginning and ending of meal periods and the end time of their shift. . **Under no circumstances is a Team Member permitted to work off-the-clock.** "Off-the-clock" work includes time spent performing job-related work not scheduled or requested by the Company, regardless if such work is performed voluntarily. Working off-the-clock can lead to disciplinary action, up to and including separation from employment. If you are ever asked to work "off the clock" or you feel pressured to do so, you should immediately report the situation to Human Resources or the CEO.

All Non-Exempt Team Members must accurately record their own hours worked by recording the time they begin working, the beginning of the meal break, the end of the meal break, and the time they cease working. Non-Exempt Team Members must also record any time they leave the workplace for any personal reason.

Falsifying time records is a serious matter. A Team Member may not change time after it is recorded, enter a false time intentionally or otherwise tamper with time records. If a Team Member forgets to log in or log out, the Team Member may notify their Supervisor and the Supervisor will enter the correct time. Under no circumstances may a Team Member log in or log out for another Team Member. Consistent and persistent negligence regarding the use of the time keeping system may result in disciplinary action, up to and including separation from employment.

Use of Company Time

Company time is time Team Members are compensated for performing work for the Company and is essential to accomplishing the Company's goals. The Company values Team Members' contributions, which are the foundation of the Company's overall success. For the Company to achieve its goals, Team Members are expected to properly use Company time.

Non-Exempt Team Members must engage in productive work during scheduled work hours, including, but not limited to, performing the duties of their position and contributing to the overall success of the Company. Engaging in non-Company related activities during Company time is prohibited, except as expressly stated herein.

Prohibited activities include engaging in unauthorized, non-productive time, such as:

Lengthy or extended personal conversations or communications through any electronic means (e.g., telephones, smart phones, electronic communications devices, e-mail, text, social media, etc.);

- Failing to accurately report hours worked; or
- Gossiping with or about other Team Members.

Although Company time is expected to be used for productive work, the Company acknowledges that Team Members may need to address non-work related matters during the workday. Permitted activities include, but are not limited to:

- Performing personal tasks during off-duty, break times (e.g., making personal appointments, travel plans, etc.);
- Conducting brief personal communications (e.g., check-in with family members to confirm destination arrival, manage emergency situations, confirm childcare coverage);
or
- Necessary communications regarding medical issues or needs.

If Team Members have completed all work efforts and have remaining work time available during Company time, Team Members are expected to communicate with their Store Manager or Supervisor for further assignments.

The Company considers Exempt Team Members to be able to appropriately manage their work time and meet productivity expectations. Exempt Team Members are expected to be good examples of productive use of Company time, and not abuse their exempt status.

Team Members must be mindful of and are expected to follow the Company's policies regarding social media use, information technology, confidentiality, etc.

Use of Facilities – Off Duty

Team Members are prohibited from remaining on Mother’s Market premises or making use of Company facilities, including the use of kitchen equipment, while not on duty. Team Members are expressly prohibited from using Company facilities, property, or equipment for personal use.

Use of Property and Property Issued

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

Work tools and materials are provided by the Company to its Team Members for the sole purpose of performing work-related tasks. Work tools are the property of the Company and it is the responsibility of the Team Member to use and maintain them appropriately. Deliberate carelessness or misuse of Company property, or use without authorization will not be tolerated and may result in disciplinary action, up to and including separation from employment. Lost or misplaced property that has been issued to a Team Member must be reported immediately to the Store Manager or Department Manager.

Team Members are required to tell the Store Manager if any equipment, machines or tools appear to be damaged, defective or in need of repair. When reported promptly, it helps to prevent deterioration of equipment and possible injury.

Upon a Team Member’s resignation or the separation of employment, or at any other time the Company so requests, Team Members are required to return all items and property issued to them.

Work Schedules

Mother’s Market’s usual business hours are Monday through Sunday from 7:00 a.m. to 10:00 p.m.

All Team Members are expected to be clocked in and at their desks or work stations at the start of their scheduled shifts, ready to perform their work. Scheduled work hours are determined by Company management.

The daily and weekly work schedules may vary with each department and may change from time to time to meet the varying conditions of business. Changes to work schedules will be announced as far in advance as practical. Team Members are to check with their immediate Supervisor regarding their individual work schedules. Under no circumstances, are Team Members allowed to deviate from their work schedule, or work unscheduled hours. Doing so can lead to disciplinary action, up to and including separation from employment.

Shift changes must be requested, in writing, at least seven days in advance and approved prior to the desired change by the Team Member’s Store Manager and Department Manager. Shift changes will generally not be approved for more than once per month.

Working Relations

All Team Members are expected to be courteous and considerate of one another and to work with a “team player” attitude. All Team Members should accept the suggestions or instructions given to them in a professional manner. Problems should be discussed in private. If differences persist, Team Members should discuss them with their immediate Supervisor, Store Manager, Human Resources, or a Company Officer in accordance with the Company’s Open Door policy discussed in this Handbook.

Workplace Injuries

All Team Members are required to immediately report any work-related injury to their immediate Supervisor and Human Resources. No matter how minor an on-the-job injury may appear, the Company requires that all injuries be reported immediately.

Violence

The Company has zero tolerance for possession of weapons or for violent acts or threats of violence against Team Members, guests, vendors, or applicants. No Team Member should commit or threaten to commit any violent act against a Team Member, guest, vendor, or applicant. Any Team Member who is subjected to, or threatened with, violence by a Team Member, guest, or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to the nearest available management official as soon as possible. Team Member notification of a problem is essential to the Company. The Company cannot address a problem unless it is made known.

Workplace violence includes, but is not limited to, the following: threats of any kind; threatening, physically aggressive or violent behavior, such as intimidation or attempts to instill fear in others, belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage, assault or battery, defacing Company property or causing physical damage to facilities, or bringing weapons or firearms of any kind on Company premises, in Company parking lots or while conducting Company business (with the exception of legitimate security personnel).

The Department of Labor has gathered information on violence and warning signs that typically occur and usually can be identified at three stages.

Stage I--Early Potential for Violence

- Dehumanizing other people: name-calling, racial insults, or other verbal abuse, or sexual harassment;
- Challenging authority: insubordination;
- Regularly being argumentative, alienating customers, or Team Members; or
- Unusual or strange behavior: paranoid comments, social isolation, fixation on violence, angry responses to situations.

Stage II--Escalated Potential for Violence

- Ignoring Company policies and procedures;
- Stealing from the Company or other Team Members;
- Making threats verbally, in writing, by e-mail, or by voicemail;
- Blaming others for all problems; or
- Destruction of property.

Stage III--Potential for Violence Is Realized

- Displaying or brandishing a gun, knife, grenade;
- Punching, kicking, slapping;
- Committing assault, arson, or threatening suicide; or
- Stalking.

If the situation is one of imminent danger, Team Members must contact the police or call

“911” immediately.

Assume that any threat is serious. Please bring **all** threats to the attention of the Company immediately so that the Company may deal with the issue appropriately.

Team Members who engage in any type of workplace violence will be subject to disciplinary action, up to and including immediate separation from employment.

Visitors

We recognize and encourage Team Members' family and friends to enjoy shopping at Mother's Market frequently. However, this also poses a potential problem since many Team Members work in public guest areas. Visitors should never be allowed to interrupt a Team Member's work, unless in an emergency situation. Visitors are not authorized, without exception, to enter work areas without specific management permission. Any unauthorized person or persons loitering or remaining on Company property who are not shopping will be asked to leave immediately. Those Team Members who allow unauthorized visitors to enter work areas in any way will be subject to corrective action, up to and including separation from employment.

SUMMARY/QUESTIONS

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. Questions may arise from time-to-time involving a Team Member's job, working conditions, or the Company's benefits and policies. The Company believes that such questions should be answered as soon as practical. Each Team Member is urged to discuss such matters at once with the proper person in the Company. This will usually be the Supervisor.

It is essential to point out that the Handbook contains proprietary information and policies that are of a sensitive and confidential nature. It is, therefore, intended that the Handbook not be distributed to any individuals outside of the Company.

By working together, the Company hopes that it will share with its Team Members a sincere pride in the work place and the products and services that the Company and all Team Members provide together.

APPENDIX

This appendix contains Team Members' copies of the documents maintained by Mother's Market listed below that Team Members are required to sign as a condition of employment by the Company.

TEAM MEMBER AT-WILL AGREEMENT CONFIDENTIALITY AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT OF TEAM MEMBER HANDBOOK

TEAM MEMBER AT-WILL AGREEMENT

By signing below, I acknowledge that nothing in the Team Member Handbook or any other Mother's Market policy creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are At-Will, shall be for no specific duration, and may be changed or terminated at the will of the Company.

I understand and agree that I have the right to leave the Company at any time, with or without cause or advance notice, and that the Company has the same right to terminate my employment at any time, with or without cause or advance notice. I understand that this At-Will nature of my employment, which includes the right of the Company to demote, transfer, or discipline me with or without cause or notice, cannot be changed, waived, or modified, except in an individual written employment contract, signed by both me and the CEO or President.

By signing below, I certify that I understand that employment At-Will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated.

If any term, provision or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

MOTHER'S MARKET CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

During the course of employment with Mother's Market & Kitchen, Inc. (the "Company"), Team Members may be given or have access to confidential, trade secrets, and/or proprietary information pertaining to the Company and its operations. That information includes any technical, economic, financial, marketing or other information that is not generally known or is not common knowledge among competitors or other individuals or companies who may want to possess it or would find it useful. This includes, but is not limited to, confidential business procedures, affairs, processes and plans; agent, guest, consumer and dealer lists; secret processes and diagrams; reports, records, and files; business, statistical and technical data; unpublished costs, prices, discounts, budgets and loss information; product and program plans; estimates and financial projections; computer data, files, tapes, disks, programs, and the information that is contained in or on them or any other information storage or transmittal medium; and confidential business and legal communications, mail, notes, correspondence, meetings, conversations, discussions and memoranda.

All confidential information is disclosed or revealed with the understanding and agreement by Team Member that such information is considered to be secret and proprietary to the Company and is a valuable commercial asset of the Company. As such, Team Member agrees that during, and after, the time of their employment, Team Member will not make use whatsoever, directly or indirectly, of the Company's confidential information except for the purposes specified by the Company or required to perform Team Member's job for the Company. Team Member further agrees not to remove such information from the Company in any form or medium, will not use such information in connection with work performed for personal benefit or for any other person, firm, or corporation, and will not reveal, disclose, identify, or otherwise provide confidential information to any other person, firm, corporation, or other entity, including the general public, directly or indirectly. This includes the use of social media, as discussed in the Team Member Handbook. Nothing in this agreement prohibits a Team Member from voluntarily communicating, without notice to or approval by Mother's Market, with any federal or state government agency about a potential violation of a federal or state law or regulation. This Policy should not be interpreted and will not be applied so as to interfere with the legally-protected rights of Team Members to discuss or share information related to their wages, hours, benefits, and working conditions amongst themselves or with outside parties.

Team Member also understands and agrees that any information that Team Member works upon, develops, drafts, writes, or otherwise creates or augments while working for the Company (i.e., on Company time, using Company facilities, or while being paid by the Company), that relates to Team Member's work for the Company, that is based on or derived from work performed or confidential information of the Company, that is paid for by the Company, or that otherwise is considered by the Company to be confidential information becomes, and is the property of the Company and may not be considered the Team Member's individual property.

This obligation shall remain in effect at all times during Team Member's employment with the Company and following separation of employment with the Company. Upon separation of Team Member's employment, all such confidential information must be returned to the Company.

I have received a copy of the Confidentiality Agreement and will adhere to the policies it contains.

Print Full Name

Date

Signature

ACKNOWLEDGEMENT OF RECEIPT OF TEAM MEMBER HANDBOOK

All Team Members of Mother's Market must read the attached Team Member Handbook, then sign, date, and return this page to Human Resources within two weeks of receipt.

A digital edition of the Team Member Handbook is available online at the Mother's Market Benefits website; <http://www.mothersbenefits.com>. The User Name is: "mothers"; the Password is: "market". It is located under "Resources" tab.

Team Member Name
(Please Print)

I acknowledge that I am expected to read, understand, and adhere to the Company policies documented in this Handbook.

I understand that this Mother's Market (hereinafter "Company") Team Member Handbook (hereinafter "Handbook") supersedes all previous Team Member handbooks, written policies, verbal and written agreements, procedures, manuals, and memoranda regarding the terms and conditions of my employment. I understand it is my responsibility to comply with the policies contained in this Handbook and any revisions made hereafter.

I understand that, as a Team Member who is covered by this Handbook, if I subsequently enter into a written employment agreement signed by me and the CEO and the President, the guidelines, procedures and benefits discussed in this Handbook are not applicable to the extent they are inconsistent with my written employment agreement. However, if the written agreement does not address conditions or terms set forth in the Handbook, the Handbook shall apply to me.

I understand that, as a Team Member this Handbook was offered to me in hard copy format and I may also find a copy online via the Company website, or request a copy from the Store Manager or the Corporate Human Resources Department.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Team Member Handbook.

In addition, I have read and I understand the Company's harassment, discrimination, and retaliation policy. I understand that failure to comply with the policy could result in disciplinary action up to and including termination of employment.

Team Member Signature

Date