RESPONDENT'S EXHIBITS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

In the Matter of: Case No.: 28-CA-267540

ABSOLUTE HEALTHCARE, d/b/a
CURALEAF, AZ

Respondent

and

ANISSA Y. KEANE, AN INDIVIDUAL,

Charging Party.

Place: Videoconference
Dates: June 15-16, 2021

OFFICIAL REPORTERS

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947
### Administration

A dispensary shall:

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<th>Statute or Rule</th>
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C = Compliant  NC = Non – Compliant  N/A = Not Applicable  NE = Not Evaluated  TA = Technical Assistance
### Statute or Rule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Post the following information in a place that can be viewed by individuals entering the dispensary:</th>
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</table>
| 8    | a. If applicable, the dispensary’s approval to operate;  
|      | b. The dispensary’s registration certificate;  
|      | c. The name of the dispensary’s medical director and the medical director’s license number on a sign at least 20 centimeters by 30 centimeters; and  
|      | d. The hours of operation during which the dispensary will dispense medical marijuana to a qualifying patient or a designated caregiver; |

<table>
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<tr>
<th>Item</th>
<th>B. If a dispensary cultivates marijuana, the dispensary shall cultivate the marijuana in an enclosed, locked facility.</th>
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</table>

**R9-17-313. Medical Director**

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<thead>
<tr>
<th>Item</th>
<th>B. During a dispensary’s hours of operation, a medical director or an individual who is a physician and is designated by the medical director to serve as medical director in the medical director’s absence is onsite or able to be contacted by any means possible, such as by telephone or pager</th>
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| Item | C. A medical director shall:  
|------|------------------------------------------------------------------------------------------------------------------|
| 11   | 1. Develop and provide training to the dispensary’s dispensary agents at least once every 12 months from the initial date of the dispensary’s registration certificate on the following subjects:  
|      | a. Guidelines for providing information to qualifying patients related to risks, benefits, and side effects associated with medical marijuana;  
|      | b. Guidelines for providing support to qualifying patients related to the qualifying patient’s self-assessment of the qualifying patient’s symptoms, including a rating scale for pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, and agitation;  
|      | c. Recognizing signs and symptoms of substance abuse; and  
|      | d. Guidelines for refusing to provide medical marijuana to an individual who appears to be impaired or abusing medical marijuana; |

**Dispensary Representative Initials________________________**
<table>
<thead>
<tr>
<th>Item</th>
<th>Statute or Rule:</th>
<th>Comments</th>
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<tbody>
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<td><strong>12</strong></td>
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<td></td>
<td>1. Educational materials for qualifying patients and designated caregivers that include:</td>
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<td>a. Alternative medical options for the qualifying patient’s debilitating medical condition;</td>
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<td>b. Information about possible side effects of and contraindications for medical marijuana including possible impairment with use and operation of a motor vehicle or heavy machinery, when caring for children, or of job performance;</td>
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<td>c. Guidelines for notifying the physician who provided the written certification for medical marijuana if side effects or contraindications occur;</td>
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<td>d. A description of the potential for differing strengths of medical marijuana strains and products;</td>
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<td>e. Information about potential drug-to-drug interactions, including interactions with alcohol, prescription drugs, non-prescription drugs, and supplements;</td>
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<td>f. Techniques for the use of medical marijuana and marijuana paraphernalia;</td>
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<td>g. Information about different methods, forms, and routes of medical marijuana administration;</td>
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<td>h. Signs and symptoms of substance abuse, including tolerance, dependency, and withdrawal; and</td>
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<td>i. A listing of substance abuse programs and referral information;</td>
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<td>2. <strong>System</strong> for a qualifying patient or the qualifying patient’s designated caregiver to document the qualifying patient’s pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation that includes:</td>
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<td></td>
<td>a. A log book, maintained by the qualifying patient and or the qualifying patient’s designated caregiver, in which the qualifying patient or the qualifying patient’s designated caregiver may track the use and effects of specific medical marijuana strains and products;</td>
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<td>b. A rating scale for pain, cachexia or wasting syndrome, nausea, seizures, muscles spasms, and agitation;</td>
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<td>c. Guidelines for the qualifying patient’s self-assessment or, if applicable, assessment of the qualifying patient by the qualifying patient’s designated caregiver; and</td>
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<td>d. Guidelines for reporting usage and symptoms to the physician providing the written certification for medical marijuana and any other treating physicians;</td>
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<td>3. <strong>Policies and procedures for refusing to provide medical marijuana</strong> to an individual who appears to be impaired or abusing medical marijuana.</td>
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<td>E. A <strong>medical director</strong> for a dispensary <strong>shall not provide a written certification for medical marijuana</strong> for any qualifying patient.</td>
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<tbody>
<tr>
<td><strong>16</strong></td>
<td><strong>R9-17-314. Dispensing Medical Marijuana</strong></td>
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<td>1. Verify the qualifying patient’s or the designated caregiver’s identity, the validity of the registry identification, and the amount of medical marijuana that would not cause the patient to exceed the two and one half ounces limit of medical marijuana during a 14 calendar day period.</td>
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<td>2. Offer any appropriate patient education or support materials,</td>
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<td>6. Enter the following <strong>information into the medical marijuana electronic verification system</strong> for the qualifying patient or designated caregiver:</td>
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<td>a. The amount of medical marijuana dispensed,</td>
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<td>b. Whether the medical marijuana was dispensed to the qualifying patient or to the qualifying patient’s designated caregiver,</td>
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<td>c. The date and time the medical marijuana was dispensed,</td>
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<td>d. The dispensary agent’s registry identification number, and</td>
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<td>e. The dispensary’s registry identification number.</td>
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| **R9-17-315. Qualifying Patient Records** |
| A. A dispensary shall ensure that: |
| 1. A **qualifying patient record is established** and maintained for each qualifying patient who obtains medical marijuana from the dispensary; | |
| 2. An **entry in a qualifying patient record:** | |
| a. Is recorded only by a dispensary agent authorized by dispensary policies and procedures to make an entry, | |
| b. Is dated and signed by the dispensary agent, | |
| c. Includes the dispensary agent’s registry identification number, and | |
| d. Is not changed to make the initial entry illegible; | |
| C. A dispensary shall ensure that the qualifying patient record for a qualifying patient who requests or whose designated caregiver on behalf of the qualifying patient requests medical marijuana from the dispensary contains: | |
| 1. **Qualifying patient information** that includes: | |
| a. The qualifying patient’s name; | |
| b. The qualifying patient’s date of birth; and | |
| c. The name of the qualifying patient’s designated caregiver, if applicable; | |

Dispensary Representative Initials __________________________
### Item 22. Documentation of any patient education and support materials provided to the qualifying patient or the qualifying patient’s designated caregiver, including a description of the materials and the date the materials were provided:

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<th>Item</th>
<th>Statute or Rule:</th>
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<tr>
<td>22</td>
<td>Documentation of any patient education and support materials provided to the qualifying patient or the qualifying patient's designated caregiver, including a description of the materials and the date the materials were provided;</td>
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</table>

### Item 23. For each time the qualifying patient requests and does not obtain medical marijuana or, if applicable, the designated caregiver requests on behalf of the qualifying patient and does not obtain medical marijuana from the dispensary, the following:

- The date,
- The name and registry identification number of the individual who requested the medical marijuana, and
- The dispensary’s reason for refusing to provide the medical marijuana.

### R9-17-316. Inventory Control System

**A.** A dispensary shall designate in writing a dispensary agent who has oversight of the dispensary’s medical marijuana inventory control system.

**B.** A dispensary shall only acquire marijuana from:

1. The dispensary’s cultivation site,
2. Another dispensary or another dispensary’s cultivation site,
3. A qualifying patient authorized by the Department to cultivate marijuana, or
4. A designated caregiver authorized by the Department to cultivate marijuana.

**C.** A dispensary shall establish and implement an inventory control system for the dispensary’s medical marijuana that documents:

- Each day’s beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable marijuana, and ending inventory;
- For acquiring medical marijuana from a qualifying patient or designated caregiver:
  - A description of the medical marijuana acquired including the amount and strain,
  - The name and registry identification number of the qualifying patient or designated caregiver who provided the medical marijuana,
  - The name and registry identification number of the dispensary agent receiving the medical marijuana on behalf of the dispensary, and
  - The date of acquisition;

Dispensary Representative Initials ___________________________
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<th>Statute or Rule:</th>
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<td>28</td>
<td>For acquiring medical marijuana from another dispensary:</td>
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<td>a. A description of the medical marijuana acquired including the amount, strain, and batch number;</td>
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<td>b. The name and registry identification number of the dispensary providing the medical marijuana;</td>
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<td>c. The name and registry identification number of the dispensary agent providing the medical marijuana;</td>
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<td>d. The name and registry identification number of the dispensary agent receiving the medical marijuana on behalf of the dispensary; and</td>
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<td>e. The date of acquisition;</td>
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<td>For each batch of marijuana cultivated:</td>
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<td>a. The batch number;</td>
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<td>b. Whether the batch originated from marijuana seeds or marijuana cuttings;</td>
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<td>d. The number of marijuana seeds or marijuana cuttings planted;</td>
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<td>e. The date the marijuana seeds or cuttings were planted;</td>
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<td>f. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers used in the cultivation;</td>
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<td>g. The number of plants grown to maturity;</td>
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<td>h. Harvest information including:</td>
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<td>i. Date of harvest,</td>
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<td>ii. Final processed usable marijuana yield weight, and</td>
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<td>iii. Name and registry identification number of the dispensary agent responsible for the harvest</td>
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<td>i. The disposal of medical marijuana that is not usable marijuana including:</td>
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<td>i. Description of and reason for the marijuana being disposed of including, if applicable, the number of failed or other unusable plants;</td>
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<td>iii. Method of disposal; and</td>
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<td>iv. Name and registry identification number of the dispensary agent responsible for the disposal;</td>
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<td>5. For providing medical marijuana to another dispensary:</td>
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<td>a. The amount, strain, and batch number of medical marijuana provided;</td>
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<td>b. The name and registry identification number of the other dispensary;</td>
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<td>c. The name and registry identification number of the dispensary agent who received the medical marijuana on behalf of the other dispensary; and</td>
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<td>d. The date the medical marijuana was provided;</td>
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### R9-17-317. Product Labeling

#### A. A dispensary shall ensure that medical marijuana provided by the dispensary to a qualifying patient or a designated caregiver is labeled with:

1. The dispensary’s registry identification number;
2. The amount, strain, and batch number of medical marijuana;
3. The following statement: “ARIZONA DEPARTMENT OF HEALTH SERVICES’ WARNING: Marijuana use can be addictive and can impair an individual’s ability to drive a motor vehicle or operate heavy machinery. Marijuana smoke contains carcinogens and can lead to an increased risk for cancer, tachycardia, hypertension, heart attack, and lung infection. KEEP OUT OF REACH OF CHILDREN”;
4. If not cultivated by the dispensary, whether the medical marijuana was obtained from a qualifying patient, a designated caregiver, or another dispensary;
5. The date of manufacture, harvest, or sale;
6. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation and production of the medical marijuana; and
7. The registry identification number of the qualifying patient.

#### B. If a dispensary provides medical marijuana cultivated by the dispensary to another dispensary, the dispensary shall ensure that the medical marijuana is labeled with:

1. The dispensary’s registry identification number;
2. The amount, strain, and batch number of the medical marijuana;
3. The date of harvest or sale; and
4. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation of the medical marijuana.

#### C. If medical marijuana is provided as part of an edible food product, a dispensary shall, in addition to the information in subsection (A), include on the label the total weight of the edible food product.
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<th>Item</th>
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<tbody>
<tr>
<td>37</td>
<td>R9-17-318. Security</td>
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<td></td>
<td>A. Except as provided in R9-17-310(A)(7), a dispensary shall ensure that access to the enclosed, locked facility where marijuana is cultivated is limited to the dispensary’s principal officers, board members, and authorized dispensary agents.</td>
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<td>38</td>
<td>B. A dispensary agent may transport marijuana, marijuana plants, and marijuana paraphernalia between the dispensary and:</td>
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<td></td>
<td>1. The dispensary’s cultivation site,</td>
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<td>2. A qualifying patient, and</td>
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<td>3. Another dispensary.</td>
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<td>39</td>
<td>C. Before transportation, a dispensary agent shall complete a trip plan that includes:</td>
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<tr>
<td></td>
<td>a. The name of the dispensary agent in charge of transporting the marijuana;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. The date and start time of the trip;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. A description of the marijuana, marijuana plants, or marijuana paraphernalia being transported; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. The anticipated route of transportation;</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>D. During transportation, a dispensary agent shall:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Carry a copy of the trip plan in subsection (C)(1) with the dispensary agent for the duration of the trip;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Use a vehicle without any medical marijuana identification;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Have a means of communication with the dispensary; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Ensure that the marijuana, marijuana plants, or marijuana paraphernalia are not visible.</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>E. After transportation, a dispensary agent shall enter the end time of the trip and any changes to the trip plan on the trip plan required in subsection (C)(1).</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>G. To prevent unauthorized access to medical marijuana at the dispensary and, if applicable, the dispensary’s cultivation site, the dispensary shall have the following:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Security equipment to deter and prevent unauthorized entrance into limited access areas that include:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Exterior lighting to facilitate surveillance;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Electronic monitoring including:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. At least one 19-inch or greater call-up monitor,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. A video printer capable of immediately producing a clear still photo from any video camera image,</td>
<td></td>
</tr>
</tbody>
</table>

Dispensary Representative Initials________________________
### Video Cameras

- **iii. Video cameras:**
  1. Providing coverage of all entrances to and exits from limited access areas and all entrances to and exits from the building, capable of identifying any activity occurring in or adjacent to the building; and
  2. Having a recording resolution of at least 704 x 480 or the equivalent;

- **iv. A video camera at each point of sale location allowing for the identification of any qualifying patient or designated caregiver purchasing medical marijuana,**

- **v. A video camera in each grow room capable of identifying any activity occurring within the grow room in low light conditions,**

- **vi. Storage of video recordings from the video cameras for at least 30 calendar days,**

- **vii. A failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system,** and

- **viii. Sufficient battery backup for video cameras and recording equipment to support at least five minutes of recording in the event of a power outage;**

### Panic Buttons

**d. Panic buttons** in the interior of each building:

### Policies and Procedures

- **2. Policies and procedures:**
  - **a.** That restrict access to the areas of the dispensary that contain marijuana and if applicable, the dispensary’s cultivation site to authorized individuals only;
  - **b.** That provide for the identification of authorized individuals;
  - **c.** That prevent loitering;
  - **d.** For conducting electronic monitoring; and
  - **e.** For the use of a panic button.

### R9-17-319. Edible Food Products

- **A. A dispensary that prepares, sells, or dispenses marijuana-infused edible food products shall:**
  1. Before preparing, selling, or dispensing marijuana-infused edible food products obtain **written authorization from the Department to prepare, sell, or dispense marijuana-infused edible food products;**
  2. If the dispensary prepares the marijuana-infused edible food products, ensure that the marijuana-infused edible food products are prepared according to the applicable requirements in 9 A.A.C. 8, Article 1;
  3. If the marijuana-infused edible food products are not prepared at the dispensary, obtain and maintain at the dispensary a **copy of the current written authorization to prepare** marijuana-infused edible food products from the dispensary that prepares the marijuana-infused edible products;
<table>
<thead>
<tr>
<th>Item</th>
<th>Statute or Rule:</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td><strong>R9-17-320. Cleaning and Sanitation</strong></td>
</tr>
</tbody>
</table>

A. A dispensary shall ensure that any building or equipment used by a dispensary for the cultivation, harvest, preparation, packaging, storage, infusion, or sale of medical marijuana is maintained in a clean and sanitary condition.

1. Medical marijuana in the process of production, preparation, manufacture, packing, storage, sale, distribution, or transportation is protected from flies, dust, dirt, and all other contamination.
2. Refuse or waste products incident to the manufacture, preparation, packing, selling, distributing, or transportation of medical marijuana are removed from the building used as a dispensary and, if applicable, a building at the dispensary’s cultivation site at least once every 24 hours or more often as necessary to maintain a clean condition.
3. All trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, or the machinery used in moving, handling, cutting, chopping, mixing, canning, packaging, or other processes are cleaned daily.
4. All stored edible food products are securely covered.

B. A dispensary shall ensure that a dispensary agent at the dispensary or the dispensary’s cultivation site:

1. **Cleans** the dispensary agent’s hands and exposed portions of the dispensary agent’s arms in a hand washing sink:
   a. Before preparing medical marijuana including working with food, equipment, and utensils;
   b. During preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;
   c. After handling soiled equipment or utensils;
   d. After touching bare human body parts other than the dispensary agent’s clean hands and exposed portions of arms; and
   e. After using the toilet room.

<table>
<thead>
<tr>
<th>Item</th>
<th>Statute or Rule:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td><strong>R9-17-321. Physical Plant</strong></td>
</tr>
</tbody>
</table>

B. A dispensary shall provide **onsite parking** or parking adjacent to the building used as the dispensary.

C. A building used as a dispensary or the location used as a dispensary’s cultivation site shall have:

1. At least one toilet room;

Dispensary Representative Initials __________________________
<table>
<thead>
<tr>
<th>Item</th>
<th>Statute or Rule:</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Each toilet room shall contain:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. A flushable toilet;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Mounted toilet tissue;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. A sink with running water;</td>
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<tr>
<td></td>
<td>d. Soap contained in a dispenser; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Disposable, single-use paper towels in a mounted dispenser or a mechanical air hand dryer;</td>
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<tr>
<td>3</td>
<td>At least one hand washing sink not located in a toilet room;</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Designated storage areas for medical marijuana</strong> or materials used in direct contact with medical marijuana separate from storage areas for toxic or flammable materials; and</td>
<td></td>
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<tr>
<td>5</td>
<td>If preparation or packaging of medical marijuana is done in the building, a designated area for the preparation or packaging that:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Includes work space that can be sanitized, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Is only used for the preparation or packaging of medical marijuana.</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>D. For each <strong>commercial device</strong> used at a dispensary or the dispensary’s cultivation site, the dispensary shall:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Ensure that the commercial device is licensed or certified pursuant to A.R.S. § 41-2091,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Maintain documentation of the commercial device’s license or certification</td>
<td></td>
</tr>
</tbody>
</table>

**OTHER:**

**Other documentation requested:**

**COMMENTS:**

Dispensary Representative Initials _________________________
An exit interview was conducted

Deficiencies were discussed with the facility representative

The Department reserves the right to amend findings based on program review

The Plan of Correction is due within 20 days of receipt of the Statement of Deficiencies
R9-17-314. Dispensing Medical Marijuana

A. Before a dispensary agent dispenses medical marijuana or a marijuana product to a qualifying patient or a designated caregiver, the dispensary agent shall:
   1. Verify the qualifying patient’s or the designated caregiver’s identity,
   2. Offer any appropriate patient education or support materials,
   3. Make available the results of testing of the medical marijuana or marijuana product required in R9-17-317.01(A), if requested by the qualifying patient or designated caregiver;
   4. Enter the qualifying patient’s or designated caregiver’s registry identification number on the qualifying patient’s or designated caregiver’s registry identification card into the medical marijuana electronic verification system,
   5. Verify the validity of the qualifying patient’s or designated caregiver’s registry identification card,
   6. Verify that the amount of medical marijuana or marijuana product the qualifying patient or designated caregiver is requesting would not cause the qualifying patient to exceed the limit on obtaining no more than two and one-half ounces of medical marijuana during any 14-calendar-day period, and
   7. Enter the following information into the medical marijuana electronic verification system for the qualifying patient or designated caregiver:
      a. The amount of medical marijuana dispensed,
      b. Whether the medical marijuana was dispensed to the qualifying patient or to the qualifying patient’s designated caregiver,
      c. The date and time the medical marijuana was dispensed,
      d. The dispensary agent’s registry identification number, and
      e. The dispensary’s registry identification number.

B. A dispensary shall ensure that medical marijuana or a marijuana product provided by the dispensary to a qualifying patient or a designated caregiver is dispensed in a container made of material that will not react with or leach into the medical marijuana or marijuana product.
O(ED) - Dried Fruit - Pineapple - 100mg - U
Strain: No Strain
Useable Weight: 0.100 (g) Oral
Test results available at curaleaf.com/transparency
Use batch: PDF - 0010 - B0042
05740
Curaleaf License: 00000047DCOU565305
Adult Use Lic# 00000020ESEN67630727
Uncle Herb's - Desert Medical Campus
00000024DCTZ200479209
Sold on: 5/26/2021

ARIZONA DEPARTMENT OF HEALTH SERVICES WARNING:
Marijuana use can be addictive and can impair an individual's ability to
drive a motor vehicle or operate heavy machinery. Marijuana smoke
contains carcinogens and can lead to an increased risk for cancer,
tachycardia, hypertension, heart attack, and lung infection. KEEP OUT OF
REACH OF CHILDREN - Produced by Dispensary

Natural additives:
Nitrogen, Phosphorus, Sulphur, Potassium, Magnesium
O(ED) - Honey - Microdose - 120mg - l
Strain: No Strain
Useable Weight: 0.120 (g)
Test results available at curaleaf.com/transparency
Use batch: 00012020HHMD 14973
Curaleaf License:
00000047DC0U565305
HiBuddy - Sea of Green
00000113DCUX00454549
Patient ID: 0328776QPHN225641002
Sold on: 5/26/2021

ARIZONA DEPARTMENT OF HEALTH SERVICES WARNING:
Marijuana use can be addictive and can impair an individual’s ability to drive a motor vehicle or operate heavy machinery. Marijuana smoke contains carcinogens and can lead to an increased risk for cancer, tachycardia, hypertension, heart attack, and lung infection. KEEP OUT OF REACH OF CHILDREN - Produced by Dispensary

Grown in natural organic soils and mediums with natural Nitrogen, Potassium Magnesium, Zinc, Calcium, and Phosphorous. No chemical herbicides or pesticides were used during flowering.
1.0. PURPOSE

1.1. To provide guidelines for handling cash (currency, coins and credit/debit cards where applicable) to ensure proper accountability.

2.0. SCOPE

2.1. This procedure applies to Curaleaf dispensary and personnel – managers, budtenders, any other party responsible for the continuous and effective operation of the Curaleaf dispensary.

3.0. DEFINITIONS

3.1. BioTrack – Cannabis tracking software at the dispensary point of sale used to monitor products.

3.2. Retail Counter/Station – Point of Sale/checkout location in the store where customers go to pay for marijuana products they want to buy.

3.3. Register – Cash machine used for regulating money transactions with customers. It typically has a compartmental drawer for cash, and it totals, displays, and records the amount of each sale.

3.4. Z-Report – End of shift or day report designed to end the shift and stop taking sales on a register.

3.5. Team Member – dispensary employee/budtender.

4.0. RESPONSIBILITIES

4.1. Dispensary management (Assistant Manager, Manager, Leads), Store Managers are responsible for being trained and following this procedure.

4.2. Dispensary employees and other key personnel are responsible for ensuring that this procedure is followed.

5.0. PROCEDURE

5.1. Opening

5.1.1. Before the start of every shift all Budtenders will verify their cash bank in the Safe Room and then:

5.1.2. Bring all cash drawers to the floor.

5.1.2.1. Place drawers in registers.

5.1.2.2. Turn on and prepare station for use.

5.1.2.3. Tender count each drawer to ensure each have $200 to begin the business day.

5.1.2.4. Immediately lock medical marijuana product in secure drawers behind the retail counter/station when replenishing stock.
5.1.3. Before a team member may start using a register, they must:
   5.1.3.1. Sign onto the register.
   5.1.3.2. Tender count the drawer using the BioTrack Cash Count Function.

5.1.4. At the end of the shift, or once a team member is done using a dispensing station a member of leadership, with the team member present, will tender count the drawer to ensure accuracy.

5.2. Cash Drop Procedure

5.2.1. To ensure team member safety, it is important to minimize the amount of cash in the registers throughout the day.

5.2.2. The Manager on duty/designated key holder shall:
   5.2.2.1. Identify register that needs to have a cash drop.
   5.2.2.2. Discreetly count the excess cash from the register.
   5.2.2.3. Have another team member double count the pick-up.
   5.2.2.4. Band the cash together and place in a designated cash bag.
   5.2.2.5. Walk the bag and cash to the secure office.
   5.2.2.6. Label the drop with employees name and keep separate from other drops
   5.2.2.7. Place the cash in the Safe.

NOTE: Any register with more than $2,000 will need to have cash picked up by the manager on duty or the designated key holder.

5.3. Cash out

5.3.1. At the end of the workday, the manager on duty/designated key holder will perform a cash out through BioTrack and verify the money they received is accurate and matches the total sales amount on the cash out report.

5.3.2. Excessive discrepancies, either in number or dollar amount, are subject to disciplinary action up to and including termination.

5.4. Individual cash drawers are balanced as follows:

5.4.1. Drawer is removed from the register and escorted to the secure office.

5.4.2. Count all money in the drawer using the money counter.

5.4.3. In Biotrack Run the “Payment Report” within the Sales Reports

5.4.4. Select current date range, select your location and select display to show “All”
5.4.1. Click View report then Export file to Desktop
5.4.2. Open Exported file in Excel
5.4.3. High Light All of column “E” by Clicking E
5.4.4. Click On Sort & Filter in the upper right corner of excel then click “Filter” on the drop down

5.4.5. Column E Now has a filter, to filtered by Employee Click which employees register needs cash verified

5.4.6. Highlight all of column “B” by clicking “B” Click Sort and Filter in the upper right corner of excel then click “Sort A to Z” in the drop down
5.4.7. Highlight all the cash amounts in column “C” be sure not to include debit after doing so the total of cash expect to be in the register (minus the initial $200 starting balance) will be added at the bottom right of the screen.
5.4.8. Any loose coin is to be sealed in a zip lock bag and added into the tamperproof deposit bag.

5.4.9. Complete the rest of the required information on the outside of the bag to include “Prepared by, Date & Account Number.”

5.4.10. Write the total amount of the daily deposit on the Blueline Deposit Log.

5.4.11. Fill out the amount of deposit in the digital file “Curaleaf Cash Log”

5.4.12. Cash must be deposited in the safe daily by the team leader/Management

5.5. **Cash Transport** *(All tasks below to be carried out by the Manager on Duty)*

5.5.1. Confirm cash deposits totals match with Blueline transport log and digital Cash Log.

5.5.2. Upon Blueline’s arrival, sign into visitors log assure transport agent is accompanied at all times by dispensary agent.

5.5.3. Transport Agent will scan their deposit bag. Upon Blueline’s arrival, Transport Agent will scan their Garda Deposit Log.

5.5.4. Document & confirm totals with Transport Agent.

5.5.5. Sign Transport Manifest.

5.5.6. Place final deposit to put into the Blueline bag.

5.5.7. Complete Blueline transport log.

5.5.8. Ensure Blueline Transport Agent is signed out via visitors log.

5.6. **Cash Discrepancy Procedure**

5.6.1. Any cash discrepancy +/- $5 will need to be investigated and considered for disciplinary action.
5.6.2. The manager on duty or the designated key holder shall investigate the cause of the cash error and attempt to reconcile the mistake.

5.6.3. A Cash Incident Log will need to be filled out and signed by the Budtender & Manager on Duty.

5.6.4. File the Cash Incident Log in cash reconciliation binder with daily z-out report.

5.6.5. Review SOPs with employee who had shortage or overage and re-train on cash transactions and counting money to ensure mistakes are limited moving forward.

5.6.6. A manager and one other team member shall verify the deposit and deposit bags before sending funds to the bank to check for any errors.

6.0. REVISION HISTORY

<table>
<thead>
<tr>
<th>VERSION</th>
<th>SECTION</th>
<th>REVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4</td>
<td>ALL</td>
<td>05.15.2020</td>
</tr>
</tbody>
</table>

7.0. APPROVAL

<table>
<thead>
<tr>
<th>SOP APPROVAL SIGNATURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Author: (\text{Name, Job Title}) Date: (\text{___________})</td>
</tr>
<tr>
<td>Dept. Head: (\text{Name, Job Title}) Date: (\text{___________})</td>
</tr>
<tr>
<td>Head Operations: (\text{Name, Job Title}) Date: (\text{___________})</td>
</tr>
<tr>
<td>QA Head: (\text{Name, Job Title}) Date: (\text{___________})</td>
</tr>
<tr>
<td>QA ONLY: (\text{QA Approval Signature}) Date: (\text{___________})</td>
</tr>
</tbody>
</table>
Disciplinary Action Form

To: Anissa Keane  
Department: Curaleaf Gilbert

Disciplinary Action:  
- Initial Counseling *  
- Verbal Warning*  
X  Written Warning  
- Written Warning & Suspension  
- Final Written Warning  
- Discharge

Your performance has been found unsatisfactory for the reason(s) set forth below. Your failure to improve or avoid a recurrence will be cause for further disciplinary action in accordance with the Curaleaf Progressive Discipline Policy. (attach additional sheet if necessary).

Details:  Anissa made several errors on a transaction on Sunday, April 26th at 7:05pm with patient [Redacted]  
1. Wrong patient profile  
2. Did not check patient’s medical card  
3. No allotment booked for either profile  
4. FTP given but no FTP BOGO was given.

5. Charged for two 1/8th of Mango Kush but only physically left with one.  
6. Patient wanted to buy 1/4 of flower and got a 1/4 of flower for FTP BOGO but was charged for 3 1/8ths.

7. Points redeemed on incorrect profile. **See attached receipt for details**

Agreed-upon improvement plan:


Date of next meeting for follow-up: 7/1/2020

A copy of this warning was personally delivered to the above employee by:

Tyler Neier  
Supervisor  
4/28/2020

I have received and read this warning notice. I have been informed that a copy of this notice will be placed in my personnel file in Human Resources (except in the case of initial counseling).

Employee  
Date: 5/1/2020

* Completion of this form for Initial Counseling or Oral Warning shall serve as documentation only and should not be filed in the employee’s personnel file unless the matter proceeds to the Written Warning step of progressive discipline.
Date: 04/26/2020 7:05 PM

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loyalty Points</td>
<td>(17.00)</td>
<td></td>
</tr>
<tr>
<td>PURCHEW Full Spectrum Chocolate 240mg</td>
<td>30.00</td>
<td></td>
</tr>
<tr>
<td>*DS 25% Off Pure Edibles</td>
<td>(7.50)</td>
<td></td>
</tr>
<tr>
<td>SGOFLOWER/DMango Kush T3.5g</td>
<td>36.00</td>
<td></td>
</tr>
<tr>
<td>-Unit Price: $36.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SGOFLOWERS/DMamnesia Haze T3.5g</td>
<td>36.00</td>
<td></td>
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<tr>
<td>-Unit Price: $36.00/unit</td>
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<tr>
<td>UHEDRIED FRUIT Apricot 100mg</td>
<td>16.00</td>
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<tr>
<td>-Unit Price: $16.00/unit</td>
<td></td>
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<tr>
<td>UHEGUMMIES Peach Rings 100mg</td>
<td>16.00</td>
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<tr>
<td>-Unit Price: $16.00/unit</td>
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<tr>
<td>Toppins Peanut Butter 3x50mg</td>
<td>15.00</td>
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<tr>
<td>-Unit Price: $18.00/unit</td>
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<tr>
<td>SGOFLOWER/DMango Kush T3.5g</td>
<td>36.00</td>
<td></td>
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<tr>
<td>-Unit Price: $36.00/unit</td>
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<td></td>
</tr>
<tr>
<td>SUBBROWNIE PB Cup 75thg</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>-Unit Price: $12.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIE PB Cup 75thg</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>-Unit Price: $12.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIE PB Cup 75thg</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>-Unit Price: $12.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*DS B2G1 Sublime Edibles</td>
<td>(12.00)</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal                      203.50
Tax                            15.9
Total                          219.40

Tendered                      219.40
Change                         0.00

Today you saved: $19.50

Cashier: Anissa K

Thanks for visiting us and we hope you come back soon!

Wrong Patient (Cyr... Re: FTP)

Never checked Cyr...'s Medical Card.

No allotment booked for either Cyr... or Del...
Employee’s Name: Anissa Keane
Title: Budtender
Supervisor: Ty Neier
Date: 7/17/2020
Disciplinary Action Form

Disciplinary Action Level:
☐ Verbal Warning ☐ Written Warning ☒ Final Warning ☐ Separation of Employment

Was the employee suspended from employment pursuant to the issue that resulted in Disciplinary Action? ☐ Yes ☒ No

Your performance and/or behavior has been found unsatisfactory for the reason(s) set forth below: [details of what, when and where violation occurred]

On July 5th, Anissa rang up a patient on the wrong profile with an expired medical card. MMJ allotment was booked for correct patient but incorrect profile making us not compliant with company SOP or state regulations. Anissa failed to recognize her mistake and inform management so we could get the transaction fixed. *see attached transaction receipt for details.

Agreed-upon improvement plan:

Date of next meeting for follow-up:

Employee Comments:

If you disagree with any information in this document, you may submit a written statement explaining your position on the matter. Curaleaf will keep your statement in your personnel file.

The employee’s signature below confirms that s/he understands the content and purpose of this discussion and acknowledges this Disciplinary Action Form will be retained in the employee’s file. The employee further understands that any additional policy violation, misconduct, or unsatisfactory performance may result in further disciplinary action, up to and including separation of employment.

Employee Signature: [Signature] Date: 7/17/20
Manager Signature: [Signature] Date: 7/17/2020
Manager Name & Title (please print): Tyler Neier Manager

*Provide copy to employee and to his/her personnel file.
Date: 07/05/2020 7:23 PM

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>INH, PRE-ROLL,(H)Koolab, 5 pk, .5g</td>
<td>30.00</td>
<td></td>
</tr>
<tr>
<td>- Unit Price: $30.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BBV, PHO SHATTER,(S)Hazelnut Cream</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>- Unit Price: $20.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
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<td></td>
</tr>
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</tr>
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<td>60.00</td>
<td></td>
</tr>
<tr>
<td>Change</td>
<td>-6.10</td>
<td></td>
</tr>
</tbody>
</table>

Cashier: Anissa K

Thanks for visiting us and we hope you come back soon!

Patient rang up was not his profile has expired card listed. Nothing was booked under his active card.
Disciplinary Action Form

Employee's Name: Anissa Keane
Title: Budtender
Supervisor: Ty Neier
Date: 8/28/20

Disciplinary Action Level:
☐ Verbal Warning ☐ Written Warning ☐ Final Warning ☒ Separation of Employment

Was the employee suspended from employment pursuant to the issue that resulted in Disciplinary Action? ☐ Yes ☒ No

Your performance and/or behavior has been found unsatisfactory for the reason(s) set forth below:
(details of what, when and where violation occurred)

4/10/2020 - verbal warning delivered for drawer shortage of $10.00
5/1/2020 - written warning was delivered for severe transactional history
7/17/2020 - final written warning delivered transactional history
8/22/2020 – Drawer shortage of $20.00 – separation of employment

Agreed-upon improvement plan:

Separation of employment

Date of next meeting for follow-up: ________________________________

Employee Comments:

If you disagree with any information in this document, you may submit a written statement explaining your position on the matter. Curaleaf will keep your statement in your personnel file.

The employee's signature below confirms that s/he understands the content and purpose of this discussion and acknowledges this Disciplinary Action Form will be retained in the employee's file. The employee further understands that any additional policy violation, misconduct, or unsatisfactory performance may result in further disciplinary action, up to and including separation of employment.

Employee Signature: __________ Date: 8/28/20

Manager Signature: __________ Date: 8/28/20

Manager Name & Title (please print): Tyler Neier – Store Manager

*Provide copy to employee and to his/her personnel file.
From: Andrew Holstein  
Sent: Tuesday, April 28, 2020 5:38 PM  
To: Tyler Neier; Rob Smith; Stephanie Cade  
Cc: Tranica Reilly; Bryce Skaggs; Kaitlin Cook  
Subject: RE: Anissa Keane Write Up Request

Holy cow that is definitely by definition a nightmare transaction. I do believe we need to follow to progressive disciplinary policy and the written is the correct path to go. However maybe some re-training is in order or Perhaps moves to check in for a bit. Also maybe worth while the conversation with her seeing if everything is okay with her and assure there isn’t anything distracting her from doing her job. If there is maybe there is an easier position to put her in for a couple days.

Write up is approved though

Andrew Holstein – District Manager  
Phoenix, Arizona  
480-577-7820 Aholstein@curaleaf.com

From: Tyler Neier <tneier@curaleaf.com>  
Sent: Tuesday, April 28, 2020 2:28 PM  
To: Andrew Holstein <aholstein@curaleaf.com>; Rob Smith <rsmith@curaleaf.com>; Stephanie Cade <scade@curaleaf.com>  
Cc: Tranica Reilly <treilly@curaleaf.com>; Bryce Skaggs <bskaggs@curaleaf.com>; Kaitlin Cook <kcook@curaleaf.com>  
Subject: Anissa Keane Write Up Request

Good afternoon,

I am requesting to at least write up Anissa Keane for the transaction below. She made some huge mistakes and I’m not exactly how she didn’t notice all of the issues during the transaction. I gave Anissa a verbal coaching on 4/10 because my inventory leads had connected her to several of the audit discrepancies after reviewing tape. Her lack of detail and proneness to error makes me concerned that she is not cut out for budtending. In my 4 years of management I have never come across a transaction that is quite this bad. I’d like your feedback on whether I should go further than a write up.

1. Never checked Cy's [redacted] PCC’s medical card.
2. Rang up transaction under wrong profile (De [redacted] Anissa [redacted])
3. No allotment was booked under Cy's [redacted] or De [redacted]’s card. (puts our license at risk)
4. Patient was charged for two 1/8th’s of Mango Kush but only physically left with one.
5. Patient originally wanted to use FTP BOGO on 1/4 of flower to get a 1/4 FREE but was rang up for three 1/8th and no FTP BOGO was used.
6. Points were redeemed toward purchase on the incorrect profile (how would a new patient have points?)
Date: 04/26/2020 7:05 PM

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHEWFull SpectrumChocolate240mg0.00</td>
<td>(17.00)</td>
<td></td>
</tr>
<tr>
<td>*DS 25% Off Pure Edibles</td>
<td>(7.50)</td>
<td></td>
</tr>
<tr>
<td>SGOFLOWERS/D Mango Kush T3.5g</td>
<td>36.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(7.50)</td>
<td></td>
</tr>
<tr>
<td>SGOFLOWERS/DAmmesia Haze T3.5g</td>
<td>36.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(7.50)</td>
<td></td>
</tr>
<tr>
<td>UHEDRIED FRUITApricot100mg</td>
<td>16.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(16.00)</td>
<td></td>
</tr>
<tr>
<td>UHEDRIED FRUITPeach Rings100mg</td>
<td>16.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(16.00)</td>
<td></td>
</tr>
<tr>
<td>UHGEDRIED FRUITPeach Rings100mg</td>
<td>16.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(16.00)</td>
<td></td>
</tr>
<tr>
<td>TOPPATTY3x30mg1500mg</td>
<td>36.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(36.00)</td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Cup75bg</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(12.00)</td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Cup75bg</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(12.00)</td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Cup75bg</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>*DS</td>
<td>(12.00)</td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Sublime Edibles</td>
<td>(12.00)</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 203.50
Tax: 15.9
Total: 219.40

Tendered: 219.40
Change: 0.00

Today you saved: $19.50

Budtender: Anissa Keane

Patient wanted 1/4 of Mango Kush & Free 1/4 of Amnesia Haze 1/4 for FTP BOGO

only physically received 1 Mango Kush 1/8th but charged for 2.

Thanks for visiting us and we hope you come back soon!

5820 1016 1742 4960
Thank you,

Ty Neier
Manager at Curaleaf Gilbert
A 175 S Hamilton Pl Bldg 4, Suite 110, Gilbert, AZ 85233
P 620.255.4173
Hey Tyler,

Although this is extreme the state system shows it was a female she allotted too. Because her last one was a verbal/written we will need to make this her last and final warning. After this one any infractions would result in termination.

7/5/2020
07:23 PM MST

Anissa Keane

Let me know if you have any questions.

Stephanie

Stephanie Cade - Director of Human Resources
4455 E. Camelback Rd. Suite E-280
Phoenix, AZ 85018
scade@curaleaf.com

From: Tyler Neier <Tyler.Neier@curaleaf.com>
Sent: Thursday, July 9, 2020 3:04 PM
To: Steve Cottrell <Steve.Cottrell@curaleaf.com>; Stephanie Cade <Stephanie.Cade@curaleaf.com>; Andrew Holstein <Andrew.Holstein@curaleaf.com>; Keith Morris <keith.morris@curaleaf.com>
Subject: Anissa Keane Write Up Request

Good afternoon,

I am requesting for approval to write Anissa Keane up. One of my inventory leads noticed a strange transaction from Sunday, July 5th where Anissa was helping a female but the patient profile indicated she was helping a male. The patient profile was for Brad [REDACTED] and marked as a male. It appears Brad is an old Emerald patient that hasn't been in since the transition to BioTrack last year so his profile does not have a driver's license or new patient entry form uploaded. The MMJ card # was also expired on the profile. This is
something Anissa should have noticed and fixed and she would’ve noticed that there was a potential mix up. She finished the transaction under Brad’s profile and we couldn’t find an allotment booking under the expired card or Brad’s active card (found it by changing the last number of his expired card). I am not sure if anything was booked to any card as it looks like as the female patient was leaving with her medicated product that Anissa realized her mistake and neglected to inform management. I also have no idea if the patient that walked out of the dispensary with medicated product has an medical card or if she was using Brad’s expired card.

I wrote Anissa up a couple months ago on a transaction that had more mistakes than I’ve ever seen and I suspect she may still be a large part of our store’s discrepancies. I would like to give her a final written warning or terminate her position at the Gilbert location based off of her putting our dispensary license at risk.

Thank you,
Ty Neier
Manager at Curaleaf Gilbert
175 S Hamilton Pl Bldg 4, Suite 110, Gilbert, AZ 85233
P 602.255.4173
Disciplinary Action Form

To: Tyler Tanselle-Hubbard
Employee Name

Department: Retail

Disciplinary Action:
- [x] Discharge

Initial Counseling *
Verbal Warning*
Written Warning
Written Warning & Suspension
Final Written Warning

Your performance has been found unsatisfactory for the reason(s) set forth below. Your failure to improve or avoid a recurrence will be cause for further disciplinary action in accordance with the Curaleaf Progressive Discipline Policy. (attach additional sheet if necessary).

Details: You were placed on final warning for cash handling issues. On 6/11/2019 you drawer was short $20.00

Agreed-upon improvement plan: N/A

Date of next meeting for follow-up: N/A

A copy of this warning was personally delivered to the above employee by:

[Signature]
Supervisor

[Date]

I have received and read this warning notice. I have been informed that a copy of this notice will be placed in my personnel file in Human Resources (except in the case of initial counseling).

[Signature]
Employee

[Date]

* Completion of this form for Initial Counseling or Oral Warning shall serve as documentation only and should not be filed in the employee’s personnel file unless the matter proceeds to the Written Warning step of progressive discipline.
ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current CURALEAF employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by my supervisor, or by his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that CURALEAF reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of CURALEAF, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or CURALEAF at any time, with or without cause, and with or without notice. Nothing contained in the policies, procedures, handbooks, or any other documents of CURALEAF shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

Signature

Date:

Employee Name: Printed

Resp Exhibit 11
ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current CURALEAF employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by my supervisor, or by his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that CURALEAF reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of CURALEAF, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or CURALEAF at any time, with or without cause, and with or without notice. Nothing contained in the policies, procedures, handbooks, or any other documents of CURALEAF shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

[Signature] [10/22/14]

Employee Name: Printed

[Signature]
THIS HANDBOOK IS NOT A CONTRACT OR AGREEMENT OF EMPLOYMENT OR WARRANTY OF ANY BENEFITS, EITHER EXPRESS OR IMPLIED.
THIS HANDBOOK IS SUBJECT TO A STATE-SPECIFIC SUPPLEMENT, DEPENDING ON THE EMPLOYEE’S PLACE OF WORK. TO THE EXTENT ANY SUCH SUPPLEMENT CONFLICTS WITH THE TERMS OF THIS HANDBOOK, THE SUPPLEMENT SHALL GOVERN.

TABLE OF CONTENTS

WELCOME TO CURALEAF ................................................................. 1
AN INTRODUCTION TO THIS HANDBOOK ........................................ 3
COMPANY VISION, MISSION AND VALUES ...................................... 4
  OUR CORE VALUES .................................................................................. 4
  OPEN-DOOR POLICY .................................................................................. 4
  ETHICS AND COMPLIANCE HOTLINE .................................................. 4
  AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY ............. 5
  ANTI-HARASSMENT, DISCRIMINATION, AND RETALIATION POLICIES AND
  COMPLAINT PROCEDURES ................................................................. 6
  COMPLAINT PROCEDURES ................................................................. 7
WORKING AND COMPENSATION ..................................................... 8
  EMPLOYMENT ON AN AT-WILL BASIS ............................................. 8
  INTRODUCTORY PERIOD ..................................................................... 8
  ATTENDANCE AND REPORTING TO WORK ....................................... 9
  WORKDAY HOURS AND SCHEDULING ............................................. 10
  RECORDING HOURS WORKED .......................................................... 10
  PAY PERIOD AND PAYDAY ............................................................... 11
  OVERTIME ............................................................................................ 11
  HOLIDAYS .............................................................................................. 11
  EMPLOYMENT CLASSIFICATIONS .................................................... 12
  EMPLOYEE INFORMATION ............................................................... 13
  PERSONNEL FILES ............................................................................... 13
PERFORMANCE EVALUATIONS ................................................................................................. 13
SAFETY ........................................................................................................................................ 14
CARE OF EQUIPMENT AND SUPPLIES .................................................................................... 15
SMOKING AT THE WORKPLACE ............................................................................................ 15
VIOLENCE AND WEAPONS ........................................................................................................ 15
RESPONDING TO EMERGENCIES .......................................................................................... 17
HEALTH AND DRESS CODE ..................................................................................................... 17
CONFLICTS OF INTEREST ........................................................................................................ 18
CODE OF ETHICAL CONDUCT ................................................................................................. 18
SOLICITATION AND DISTRIBUTION ..................................................................................... 18
PERSONAL CALLS, VISITS, AND BUSINESS ......................................................................... 21
WORK-RELATED CELL PHONE POLICY .................................................................................. 21
BUSINESS EXPENSES .............................................................................................................. 22
INSPECTION OF PERSONAL AND COMPANY PROPERTY ....................................................... 22
NETWORK AND ELECTRONIC RESOURCES POLICY ............................................................ 22
CONFIDENTIAL AND PROPRIETARY INFORMATION ............................................................... 23
PROGRESSIVE DISCIPLINE POLICY ....................................................................................... 24
CONVICTION SELF DISCLOSURE AGREEMENT ................................................................... 26
RE-EMPLOYMENT ...................................................................................................................... 27
CONFLICTING OUTSIDE ACTIVITIES ..................................................................................... 27
INCLEMENT WEATHER POLICY ............................................................................................... 29
TRANSFERS/INTERNAL RECRUITMENT .................................................................................... 30
BENEFITS .................................................................................................................................. 32
HEALTH INSURANCE .................................................................................................................. 32
WELCOME TO CURALEAF

Welcome to CURALEAF! You are joining a team of compassionate dedicated individuals who are committed to enhancing the quality of life for our patients and customers. CURALEAF is the leading vertically integrated multi-state cannabis operator in the United States. We are a high-growth cannabis company with a national brand known for quality, trust and reliability and are committed to be the industry’s leading resource in education and advancement. We leverage our extensive research and development capabilities to distribute cannabis products in multiple formats with the highest standard for safety, effectiveness, consistent quality and customer care. If you are energetic, passionate, and motivated to build a rewarding career in an exciting industry you have joined the right team!

This Handbook will provide an overview of the structure of CURALEAF; information about benefits you may be eligible to receive as a CURALEAF employee; and an outline of key policies and procedures which are conditions of employment.

Nothing in this handbook is intended to constitute or imply a contract for or promise of employment. Absent a writing to the contrary signed by the CEO or his designee, your employment is “at-will”, which means you and CURALEAF are free to terminate the employment relationship at any time, for any or no reason.

If you have questions about any of the information provided in this Handbook, please contact your immediate supervisor or Human Resources.

Thank you for joining us! We hope that you will find your work both challenging and tremendously rewarding.

Sincerely,

The CURALEAF Management Team
OUR WORKING RELATIONSHIP

CURALEAF has maintained its position in the cannabis industry with strong leadership and through the team efforts of dedicated, capable, flexible, and highly motivated employees. Your future and the future of CURALEAF are linked and are dependent upon individual performance and our ability to work together as a team.

As a leader in the cannabis industry, we believe it is reasonable for you to expect the Company to provide:

- Dignified and fair treatment.
- A safe and clean working environment.
- Respect for you as an important individual in our formula for success and growth.
- Competitive wages and benefits.
- Opportunities for self-development, to participate on teams and to improve your skills, your company and your job.
- Open and honest communication.
- Procedures for resolving employee complaints.
- Recognition of all work performed (both exceptional and poor performance).
- Company leadership that balances the concerns of the organization with the concerns of the people who work within the organization.

To meet our goals and objectives, the Company in turn expects its employees to:

- Be punctual and maintain a good attendance record.
- Strive to be the best at your job, every day.
- Abide by the Company’s policies and rules.
- Respect the culture and practices upon which the CURALEAF organization is based.
- Work safely and keep your work area clean.
- Ensure no interruption of product or service to our customers.
- Support continuous improvement.
- Share your knowledge and experiences and help train other CURALEAF employees.
- Commit yourself to meet the production and quality expectations of our customers.
- Respect your fellow employees and accept personal responsibility for professional, respectful, and considerate behavior.

We look forward to working with you and hope that you will take pride in being a member of our team.
AN INTRODUCTION TO THIS HANDBOOK

CURALEAF has prepared this Employee Handbook (“Handbook”) to provide you with an overview of some of CURALEAF’s key policies, practices and benefits available to eligible employees as more specifically set forth in the Benefit Plan Documents. It is your responsibility to read the Handbook thoroughly. The Handbook is intended to familiarize you with important information about CURALEAF, as well as provide guidelines for your employment experience with us to foster a safe and healthy work environment. Please understand that this handbook only highlights CURALEAF’s key policies, practices, and benefits for your personal understanding and cannot, therefore, be construed as a legal document. It is intended to provide general information about some of the policies, practices and benefits governing the employees of CURALEAF, and is not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to be a substitute for sound management, judgment, and discretion.

This Handbook supersedes all previous employee handbooks or other information which conflicts with the matters stated herein. No employee handbook can answer every question or anticipate every situation. For that reason, this Handbook is not intended to provide more than general summaries of policies, procedures and benefits described. If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice, you should address your specific question to your supervisor or to Human Resources. This Handbook, and the policies, procedures, practices and benefits described in this Handbook may be modified, revised, or discontinued by CURALEAF in its sole and absolute discretion at any time with or without notice.

We must work together to make CURALEAF a viable, healthy, and a successful organization. This is the only way we can provide a satisfactory working environment that promotes genuine concern and respect for others including all employees, patients, customers, visitors, and vendors. If any statements in this handbook are not clear to you or if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice, please contact your supervisor or Human Resources for clarification.

Non-compliance with any policies described in this Handbook may result in disciplinary action, as determined by CURALEAF in its sole discretion, up to and including separation of employment.
COMPANY VISION, MISSION AND VALUES

CURALEAF believes that cannabis is powerful and can help improve lives, and CURALEAF is committed to be the industry leading resource in cannabis education and advancement, through research and advocacy. We will continue to leverage our extensive research and development capabilities to distribute cannabis products in multiple formats with the highest standard for safety, effectiveness, consistent quality and customer care.

OUR CORE VALUES

- We improve quality of life.
- We care for our members in their journey towards full-spectrum wellness.
- We pride ourselves in producing and selling safe, high quality products.
- We pioneer what cannabis should be by fostering education and innovation.
- We serve and support our communities.

OPEN-DOOR POLICY

CURALEAF has a philosophy of open communication, where all employees have the right, and are encouraged, to speak freely with management about their job-related concerns.

The most important relationship you will develop at CURALEAF will be between you and your supervisor. We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns and other issues that are important to you. However, should you need support from someone other than your supervisor, the entire management team, including the President, is committed to addressing your individual concerns in a timely and appropriate manner.

ETHICS AND COMPLIANCE HOTLINE

Every employee has a responsibility for reporting violations of our; Employee Handbook, Code of Conduct, Policies and Procedures, Federal and State Laws and Regulations. Employees are encouraged to raise questions or concerns to their supervisor or other members of the management team including HR, Compliance and Legal.

However, if you prefer to raise your concern anonymously, we have established an external ethics and compliance hotline where employees may report concerns either confidentially or anonymously. CURALEAF has zero tolerance for any form of retaliation and will promptly review and investigate every concern that is raised. The information you provide will be securely sent to us through Ethics Point, our compliance hotline provider on a confidential or anonymous basis if you should choose. To report a matter to the Ethics and Compliance Hotline please call 1-844-756-5524
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

CURALEAF is committed to providing an equal employment opportunity to all applicants and employees. CURALEAF will not discriminate against applicants or employees on the basis of age, race, color, sex (including pregnancy, lactation, childbirth or related medical conditions), national origin or ancestry, religion, gender, physical or mental disability, genetic information (including testing and characteristics), sexual orientation, military or veteran’s status, marital or familial status, creed, citizenship, gender identity or expression, atypical cellular or blood trait, or other legally protected characteristic under applicable federal, state or local laws. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, separation and all other terms and conditions of employment.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or any member of the CURALEAF Human Resource or Management Teams. Any employee who violates this policy or knowingly retaliates against an employee for reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including separation of employment. Complaints brought under this policy will be promptly investigated and handled with due regard for the respect of all involved.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. CURALEAF does not discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. It is CURALEAF’s policy to comply with all Federal and state laws regarding the employment of persons with disabilities.

RELIGIOUS ACCOMMODATION

The Company will provide reasonable accommodation for employees’ religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee’s religious beliefs, observances, or practices and the employee’s job requirements, without causing undue hardship to the Company.

IMMIGRATION LAW COMPLIANCE

CURALEAF is committed to compliance with Federal immigration law. This law states that all employees hired after November 6, 1986 must complete an employment verification form (I-9) within three (3) business days of starting work with CURALEAF. The law also requires that employees provide specific documents that evidence their identity and eligibility to work in the United States. All new hires must complete this procedure without exception. All employees who require documentation to work in the United States, including but not limited to Employment
Authorization Cards or Visas, must notify their manager and the Human Resources Department six (6) months before the expiration of those documents.

ANTI-HARASSMENT, DISCRIMINATION, AND RETALIATION POLICIES AND COMPLAINT PROCEDURES

Harassment of any kind, discrimination, and/or retaliation against employees, by other employees, vendors, visitors, customers, and clients, is unlawful and will not be tolerated. CURALEAF prohibits these forms of offensive conduct, regardless whether they are motivated by protected class status.

Furthermore, CURALEAF does not tolerate sexual harassment. Sexual harassment of employees, male or female, occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

Harassment may include, but is not limited to:

- Offensive or derogatory jokes, comments, slurs, kidding or teasing;
- Threatening, intimidating, or unwelcomed touching or other actions;
- Written or graphic material, including pictures, cartoons or posters, which are offensive, pornographic or denigrating.

Prohibited sexual harassment is defined as follows: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Because CURALEAF takes allegations of harassment, discrimination, and/or retaliation seriously, we will respond promptly to complaints and, where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as necessary, including disciplinary action, up to and including separation, as appropriate.

If you feel that you are being harassed or subject to discrimination or retaliation, in any manner, you are encouraged to consult and follow the complaint procedures identified in this handbook.
Please note that while this policy sets forth our goals of promoting a workplace that is free of unlawful harassment, discrimination, and retaliation, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of harassment, discrimination, or retaliation.

This policy applies to all work-related activities and locations, whether inside or outside the workplace. This includes worksites, project locations, business trips, and business-related events. CURALEAF’s property, e.g. computers, copy machines, telephones, facsimile machines, and computer software applications such as email, internet, and intranet access may not be used to engage in harassment, discrimination and/or retaliation which violates this policy. Moreover, this policy also applies to employees and other individuals who have a relationship with CURALEAF, such as contractors, vendors, etc.

Employees who have witnessed, or been subject to, any form of discrimination, harassment or retaliation shall immediately notify their supervisor, Human Resources, or the CURALEAF President. CURALEAF will promptly investigate any claim in a fair and timely manner and take appropriate action. If it is determined that inappropriate conduct has occurred, CURALEAF will take appropriate action under the circumstances. Such actions may include but are not limited to counseling, education, disciplinary action, suspension, demotion, transfer, or the separation of employment.

CURALEAF prohibits retaliation against any employee who brings forth any complaint or assists in the investigation of any complaint. Unlawful retaliation occurs when an adverse action is directed against an employee because that employee has complained about harassment or discrimination, participated in an investigation of harassment or discrimination, or has taken some other action protected by law. No retaliatory measures may be taken at any time against any employee who makes a report of discrimination, harassment or any other form of unlawful conduct. Any person found to have retaliated against another individual will be subject to disciplinary action, up to and including immediate separation of employment.

POLICY AGAINST PREGNANCY DISCRIMINATION

CURALEAF treats all employees affected by childbirth, pregnancy, or related medical conditions the same as any other employee who is similarly able or unable to work in accordance with the Pregnancy Discrimination Act and any other laws applicable to childbirth, pregnancy or related medical conditions.

COMPLAINT PROCEDURES

If you believe you are being harassed, or have been the subject of harassment, discrimination or retaliation, you should promptly take the following actions:

1. If you feel comfortable doing so, politely but firmly confront the person engaged in the offensive conduct and ask him or her to stop. If you feel uncomfortable with a face-to-
face discussion with this person, then you should write your complaint in a letter or memo and keep a copy of the correspondence. If you feel uncomfortable with confronting the person engaged in the offensive conduct as outlined here, skip to Step 2.

2. Immediately contact your supervisor, Human Resources, or the President to relay the nature of the conduct.

3. All complaints will be handled in a timely manner. Your complaint will be handled on a “need-to-know basis,” which means that only those management personnel needed for participation in the investigation, the alleged harasser, and possible witnesses will be contacted. CURALEAF has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. In certain instances, CURALEAF may decide that to ensure that its investigation of a complaint is reasonable and fair, the aspects of its investigation should be kept in strict confidence. If CURALEAF reasonably imposes such a requirement and any employee fails to maintain such confidentiality, that employee may be subject to disciplinary action up to and including immediate separation of employment.

4. CURALEAF will promptly investigate any claim in a fair and timely manner and take appropriate action. If it is determined that inappropriate conduct has occurred, CURALEAF will take appropriate action under the circumstances. Such actions may include but are not limited to counseling, education, disciplinary action, suspension, demotion, transfer, or the separation of employment. The severity of the action(s) taken will be determined by the nature and frequency of the offense, and/or other conditions surrounding the incident(s).

**WORKING AND COMPENSATION**

**EMPLOYMENT ON AN AT-WILL BASIS**

All employees of CURALEAF, regardless of their classification or position, are employed on an at-will basis. This means that each employee’s employment is terminable at the will of the employee or CURALEAF at any time, with or without cause and with or without notice. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of CURALEAF shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis. Only the CEO may create a contractual obligation of employment for a definite term that is not on an at-will basis.

**INTRODUCTORY PERIOD**

Every new employee goes through an initial period of adjustment in order to learn about CURALEAF and about your job. During this time, you will have an opportunity to find out if you are suited to your new position.
Additionally, the introductory period gives your supervisor an opportunity to evaluate your performance. The initial introductory period is typically 90 days from your start date, although CURALEAF reserves the right to adjust the length of this introductory period depending on the nature of your position or other appropriate circumstances.

During the introductory period, your employment may be separated at any time if management concludes that you are not progressing or performing satisfactorily. In addition, successful completion of the introductory period does not guarantee continued employment. Even after the introductory period, and at all times during your employment with CURALEAF, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

**ATTENDANCE AND REPORTING TO WORK**

Each employee is important to the overall success of our business. When you are absent from, or late to, your work shift, someone else must perform your job in your absence. Consequently, you are expected to report to work on time by the scheduled start of each shift. Reporting to work on time means that you are ready to start work, not simply arriving at work, at your scheduled start time.

If you unexpectedly need to be absent from, late to work or need to leave early, you must notify your supervisor at least one hour prior to the start of your scheduled workday that you will be late or absent from work, except in cases of an emergency, and provide the reason for that absence or tardy. If your supervisor is not available, you should leave a message that includes your phone number so that your supervisor can return your call. Failure to properly notify CURALEAF may result in disciplinary action, up to and including the separation of employment. Your attendance record (absenteeism and tardiness) is part of your overall performance rating and will be referenced during your review.

Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including separation. Any employee with unexcused tardiness or unexcused absences that exceed 3 occurrences within a 3-month period will face disciplinary action, up to and including separation of employment. Tardiness is considered 10 minutes or more late for your shift. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
• Time off due to a work-related injury that is covered by workers’ compensation.

After an absence from work for 3 consecutive shifts without properly notifying your supervisor, you will be considered to have voluntarily abandoned your position and your employment will be separated. After 3 consecutive shifts’ absence due to illness or injury, you may be required to provide documentation from your physician to support the absence, and to confirm that you may safely return to work, in accordance with applicable law.

WORKDAY HOURS AND SCHEDULING

The regularly scheduled workday for employees varies by location. Due to the nature of the products with which we work, some tasks MUST be performed on weekends by select staff. Employees are required to be present for work during the times established for them by their supervisors or by the Management Team.

Your regular schedule may vary depending on such factors as weather, unforeseen circumstances, inventory needs, etc. If you are unsure about expected starting times on any particular job assignment, ask your supervisor for clarification.

For meal breaks, our policy for non-exempt hourly employees is:

• 30-minute meal break for employees who work at least 5 consecutive hours per day (unless otherwise required by state law)
• The meal break is unpaid and employees are free to leave the company premises during this time
• All employees are required to take a break and no employee is authorized, without prior supervisory approval and signing off on the appropriate meal break waiver form, to perform work during the meal break.
• Please note that employees may not forego their meal break in order to leave work prior to the scheduled end of their shift.

You may be entitled to additional break time(s) in accordance with applicable law.

RECORDING HOURS WORKED

All non-exempt hourly employees are required to sign in and out when you arrive at work and when you finish your shift using the attendance management system. You also are required to sign in and out for your meal breaks. Only you are authorized to record your own time. Failure to accurately record your own working hours may impact your paycheck for that week and/or may result in disciplinary action, up to and including separation.

Non-exempt employees must report all time worked and not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless
directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

**PAY PERIOD AND PAYDAY**

CURALEAF’s workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. CURALEAF issues paychecks every other Friday. Therefore, every other Friday, a paycheck will be issued to employees for all hours worked in the pay period ending the previous Saturday. We encourage, but do not require, employees to use direct deposit.

Each pay period, CURALEAF will make certain payroll deductions. These deductions include federal and state income taxes, Social Security taxes (FICA), court-mandated withholdings, and other deductions that you authorize CURALEAF to make. All payroll deductions will be noted on the stub attached to your paycheck or on the direct deposit voucher. It is your responsibility to ensure that all deductions are correct, and you must notify the Payroll Department immediately if you discover an error.

It is CURALEAF’S policy and practice to accurately compensate employees for all hours worked and do so in fully compliance with applicable federal and state law.

**OVERTIME**

Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Overtime must be approved by a supervisor and will be made known to you as far in advance as possible. Employees who work overtime without the prior approval of their supervisor are subject to disciplinary action, up to and including separation.

Hourly, non-exempt employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek, or as otherwise required by applicable law. Hours worked do not include approved time off.

To the extent possible, overtime will be distributed equally among all employees at a site who are in the same classification and position, provided that the employees concerned are equally capable of performing the available work. Decisions regarding overtime work will be made by a supervisor, or his/her representative or assistant. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

**HOLIDAYS**

All regular-status employees will be paid for holidays as long as they were present for work on the workdays immediately before and after that holiday, had a previously approved
planned day or days off, or had an acceptable excuse for being absent on any such days. If a paid holiday falls within a vacation period, the holiday will not be counted as a vacation day.

All production, cultivation and retail staff who perform work on a paid holiday will be paid time and a half for their hours worked that day in addition to the regular holiday pay (total of 2 1/2x).

When CURALEAF is closed in observance of a holiday, full time employees will be paid 8 hours of holiday pay, and part-time employees will be paid 4 hours of holiday pay, if you were scheduled to work.

CURALEAF’s non-retail operations observe the following paid holidays:

- New Year’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

CURALEAF’s retail stores observe the following holidays:

- New Year’s Day: Open: 12-5pm
- Easter Sunday: Closed
- Memorial Day: Open: 10-5pm
- Independence Day: Open: 10-5pm
- Labor Day: Open: 10-5pm
- Thanksgiving Day: Closed
- Christmas Day: Closed
- New Year’s Eve: Early Closing/5pm

**EMPLOYMENT CLASSIFICATIONS**

Employees who have successfully completed their introductory employment period will be classified as Regular Full-Time or Regular Part-Time Employees. Employment is at will both during and after completion of the introductory period.

**Employment Classifications**

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. **Regular Full-Time Employees** - An employee who has satisfactorily completed the introductory period and is scheduled to work thirty (30) hours or more per week on a regular and continuous basis.
2. Regular Part-Time Employees - An employee who has satisfactorily completed the introductory period and is usually scheduled to work less than thirty (30) hours per week on a regular and continuous basis.

3. Temporary Employees - An employee whose services are anticipated to be of limited duration. Temporary employees are not eligible for benefits except as required by law. Service as a temporary employee does not count as service as a Regular Employee for benefit eligibility purposes unless required by applicable law.

CURALEAF provides definitions of employment classifications so that employees understand their employment status and benefits eligibility. These employment classifications comply with the Fair Labor Standards Act of 1938. For payroll purposes, employees will be classified as one of the following:

4. Exempt Employees - Certain employees, such as executive, administrative, professional, and management employees, are paid on a salary basis for all hours worked each week. No overtime pay will be paid to exempt employees.

5. Non-Exempt Employees - All employees paid on an hourly basis who are not otherwise classified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime pay.

EMPLOYEE INFORMATION

It is your responsibility to provide current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, tax information, etc. to CURALEAF. Please use the personnel records form to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form. For more information or to receive the appropriate forms, contact Human Resources.

PERSONNEL FILES

CURALEAF maintains a confidential personnel file for each employee. These files are the property of CURALEAF. Employees may review their personnel file with reasonable notice to, and in the presence of, a Human Resources Representative, unless otherwise required by state law. Terminated employees will not be permitted access to any part of their personnel file except as required by law.

PERFORMANCE EVALUATIONS

In general, employees who have completed the introductory period will then have their job performance reviewed on an annual basis by their supervisor. Written records of these evaluations will be placed in your personnel file. You may request an informal evaluation from your supervisor at any time.
SAFETY

CURALEAF believes in maintaining safe and healthy working conditions for our employees. To achieve our goal of providing a safe workplace, each and every employee must be safety conscious.

We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect you to follow these policies and procedures, to act safely, and to report unsafe conditions to your supervisor immediately.

**Reporting Unsafe Conditions or Practices**

You are expected to be cognizant of unsafe working conditions or practices. If you observe an unsafe condition, you should correct it immediately if possible, and if not warn others to report that condition to your supervisor immediately. If you have a question or concern regarding the safety of your workplace and associated practices, ask your supervisor for clarification.

If you observe a coworker exhibiting an unsafe practice, you are expected to mention this to the coworker and to your supervisor. Likewise, if a coworker brings to your attention an unsafe practice you are displaying, please thank the coworker and make any necessary adjustments to your methodology to work safely and in accordance with company policies and practices. Safety at work is a team effort.

**Maintaining a Safe Worksite**

We expect you to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Maintaining cleanliness in each area of the site.
- Maintaining proper slip-and-fall prevention protocols.
- Inspecting and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Following safe food-handling guidelines.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

**Using Safety Equipment**

Where needed, CURALEAF provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including separation.
If you require safety equipment that has not been provided, contact your supervisor before performing the job duty for which you need the safety equipment.

**Reporting an Injury**

Federal law requires CURALEAF keep records of all work-related illnesses and accidents that occur during the workday. State laws also require employees report any illness or injury on the job, no matter how slight. If an employee injures him/herself or becomes ill, he/she should immediately contact his/her supervisor. If the employee fails to report an injury, he/she may jeopardize his/her right to collect workers’ compensation payments as well as health benefits. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on an Incident Report Form, which is available from your supervisor.

**CARE OF EQUIPMENT AND SUPPLIES**

All items that have been issued to you during the course of your employment, including but not limited to computers, laptops, cell phones, personal digital assistants and all information saved or stored on those devices, remain the property of CURALEAF. You are responsible for their care, security and return. Lost, misplaced or stolen keys, swipe cards, computers, laptops, cell phones and other CURALEAF property must be immediately reported to your supervisor. CURALEAF may charge a fee to replace any CURALEAF property.

Neglect, theft, and/or destruction of CURALEAF’s materials or equipment are grounds for disciplinary action, up to and including immediate separation of employment.

**SMOKING AT THE WORKPLACE**

Cigarette smoking is permitted only during designated breaks in the designated areas outside the building, away from windows and doors, and as far as possible from the view of customers or visitors to the worksite. Employees are responsible for disposing of litter in the receptacles provided. Tobacco products can transfer Tobacco Mosaic Virus to our valuable crop. Please be certain to wash your hands thoroughly after smoking before returning to work.

**VIOLENCE AND WEAPONS**

Employees are strictly prohibited from bringing any weapons, including but not limited to: knives, pistols, rifles, stun guns, mace, etc., onto CURALEAF property. In addition, CURALEAF does not tolerate violence or behavior that could be deemed threatening, intimidating, coercive or that could lead to violence in the workplace. This prohibition extends to anytime and anywhere an employee is engaged in CURALEAF business, regardless of the work location. If you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your supervisor, or Human Resources.

You are expected to immediately report to your supervisor any violation of this policy. Any employee who fails to report any conduct prohibited by this policy, or any employee found
threatening another employee, fighting, and/or carrying weapons to the worksite will be subject to disciplinary action, up to and including immediate separation of employment.

Exceptions to this policy will be made for the licensed storage of firearms and/or ammunition in an employee car on CURALEAF parking lots where such exception is required by state law.

NO TOLERANCE WORKPLACE DRUG AND ALCOHOL ABUSE POLICY

CURALEAF has a No Tolerance Workplace Drug and Alcohol Abuse Policy.

CURALEAF’s drug policy with respect to cannabis and illegal substance use by its employees is as follows:

CURALEAF does not tolerate the presence of, or use of, illegal drugs, the illegal use of legal drugs, or the use of legal drugs that may negatively affect your ability to perform your job duties in our workplace.

1. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol or being under the influence of such controlled substances is strictly prohibited while on duty, while on CURALEAF’s premises or worksites, or while operating CURALEAF’s equipment or vehicles. The illegal use of drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to prosper as a business.

2. Cannabis is a Schedule I drug under the Controlled Substances Act and is also regulated by state laws. CURALEAF only permits the use of cannabis by employees for medical purposes if that employee possesses a medical cannabis patient identification card in that state and only if the use is in compliance with all other state laws and regulations. If an employee uses medical cannabis but does not hold a valid patient identification card in the state where the medicine is used by an employee, that employee has no legal protection or recourse. He or she is committing a federal and state crime and is in violation of CURALEAF company policy. This policy applies to both workplace use and use at company meetings and events.

3. In states where recreational cannabis is legal, recreational cannabis may not be used on-site or at off-site company events. Discretion and good judgment should be exercised at all times.

4. If you need to use a prescription drug that negatively affects your ability to perform your job duties, or if you are a qualified medical cannabis patient and your use of medical cannabis negatively affects your ability to perform your job duties, you are required to discuss possible accommodations with your supervisor. Violation of this policy will result in disciplinary action, up to and including separation.

5. Once employed, drug testing will only be required if there is reasonable suspicion that an employee is impaired while working.

   a. Note: In some states there may be particular positions which require pre-employment drug testing as a condition of employment. Drug testing will be conducted only in accordance with applicable law.
6. Any employee who is convicted of violating criminal drug statutes must notify an appropriate manager of CURALEAF of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action, up to and including separation.

7. If an employee possesses a valid medical cannabis patient identification card in the state where the medicine is being used, only those products allowable under that state's regulations are permitted to be possessed or used.

8. Employees who are patients may not share their medical cannabis with other people including employees and may not purchase product on behalf of another person. Employees may not solicit other employee patients to purchase on their behalf. Employees who are patients may not purchase product while on the clock and must have another employee conduct the sale. Please refer to your state’s SOP for further information.

9. If your state regulations mandate that you report any awareness of diversion* and or consumption by non-medical patients (inclusive of coworkers) you are required to do so in accordance with the company whistleblower policy.

* Please note: Each state defines diversion differently, please refer to your state regulations for definitions.

**Enforcement**

As a condition of your employment with CURALEAF, employees must comply with this drug policy. Illegal use, sale, purchase, transfer, theft or possession of drug use may be referred to law enforcement in accordance with the law. Failure to comply with the drug policy may result in disciplinary action, up to and including separation. Your receipt of this policy statement and signature on the handbook acknowledgment form signify your agreement to comply with this policy. Be advised that no part of the drug policy shall be construed to alter or amend the at-will employment relationship between CURALEAF and its employees.

If you would like further clarification on the Company's drug policy, please reach out to Human Resources or Compliance.

**RESPONDING TO EMERGENCIES**

In the event of an emergency in any of our facilities, employees are responsible for notifying appropriate emergency personnel, alerting management, and following established protocols to assist other employees, customers, visitors, vendors, etc. to safety. Each of our facilities has a CURALEAF Emergency Response Guide available for employee reference in the case of such emergencies.

**HEALTH AND DRESS CODE**

To present a business-like, professional image to our customers and the public, as well as ensure the safety of our products and the health of our plants, all employees are required to
wear appropriate clothing and follow certain sanitary practices on the job. An employee who comes to work inappropriately dressed may not be permitted to start his/her shift. Failure to adhere to these policies may result in disciplinary action, up to and including separation. By necessity, the policy for dispensary staff is somewhat different than for production employees. Administrative staff is expected to adhere to dress code standards at all locations.

The Health Dress Code and Appearance Policy outlines the specific details of the dress code and appearance rules for our production site and the dispensary. These will be described in the employee orientation. Employees will be expected to read the policy that pertains to their work site and sign off that they understand and agree to comply by the standards.

For more information, please refer to your local Health and Dress Code.

**CONFLICTS OF INTEREST**

You should avoid external business, financial, or employment interests that conflict with CURALEAF’s business interests or with your ability to perform your job duties including, for example, relationships with any other employer, consultant, contractor, customer, or supplier.

Violations of this rule may lead to disciplinary action, up to and including separation of employment.

**CODE OF ETHICAL CONDUCT**

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your supervisor or Human Resources if you have any questions.

Employees of CURALEAF should not solicit anything of value from any person or organization with whom CURALEAF has a current or potential business relationship.

Employees of CURALEAF should not accept any item of value, of incidental value, or of no value, from any party in exchange for or in connection with a business transaction between CURALEAF and that other party. This includes items that our members may offer as tokens of gratitude. This includes gifts, gratuities, food, drink or entertainment offers. You may suggest that the donor instead provide the gift for our members’ use or donate it to a service organization such as a hospice or similar program.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your supervisor or the Human Resources.

Violations of this code may lead to disciplinary action.

**SOLICITATION AND DISTRIBUTION**
CURALEAF imposes limits on solicitation and distribution activities on its premises because, when left unrestricted, such activities can interfere with the normal operations, be detrimental to efficiency, be an annoyance to co-workers, and can pose a threat to security. CURALEAF enforces limits on workplace solicitations and the distribution of materials in a manner consistent with prevailing law.

The term "solicitation" refers to an employee’s efforts to persuade a co-worker to join or support some endeavor, or an organization, or to purchase products or services, through conversation or face-to-face contact.

The term “distribution” refers to the circulation or posting of notices, flyers, brochures, emails or other written materials that identify events or meetings, promote products or services, or are intended to support an endeavor, organization, or cause.

The following limitations apply to solicitation and distribution activities:

- During working time when you are engaged in or required to be performing your work tasks, you may not engage in solicitation activities involving other employees or the distribution of written materials, as described above, for any purpose. “Working time” does not include meal or rest breaks.
- During periods in another employee’s workday, when he/she is engaged in or required to be performing his/her work tasks, you may not solicit the other employee or distribute materials for any purpose, even if you are off duty or not required to be performing work tasks at the time.
- Employees who are off-duty or not required to be performing his/her work tasks at that time may solicit other employees who are off duty or not required to be performing work tasks at that time, or may engage in distribution of written materials, in non-working areas on the premises such as parking lots or outside smoking break areas.
- The posting of written materials of any kind is restricted to CURALEAF’s community bulletin boards; no other posting activity may take place in any work area or mixed-use area of the premises at any time.
- Persons not employed by CURALEAF are never permitted to solicit or distribute literature in work areas or mixed-use areas (i.e., reception, public-access areas, or break rooms) at any time, for any purpose; provided however, CURALEAF patients may post written materials on CURALEAF’s community bulletin boards subject to the rules set forth below.
- All postings on CURALEAF’s bulletin boards, whether by CURALEAF employees or CURALEAF patient members, are subject to the following limitations:
  a. Posts containing profanity, sexual or racial content are prohibited.
  b. Posts that advocate a political party or political candidate are prohibited.
  c. Posts that condone or engage criminal activity are prohibited.
d. Posts that identify companies or providers that compete with CURALEAF are prohibited.
e. Petitions (defined as a written document in which persons are asked to sign to show that they want a person or organization to do or change something) or documents on which persons are encouraged to write their contact information are prohibited, except in connection with your right to engage in concerted activity under Section 7 of the National Labor Relations Act.

The use of CURALEAF community bulletin boards for the posting of non-work-related written materials, in every instance, whether by CURALEAF employees or members, must be approved, in advance, by either your direct supervisor or the Director of Retail in the dispensary. CURALEAF reserves the right to remove any and all postings made without advance approval and/or that deviate from the limitations identified above.

- CURALEAF employees are expected to enforce these rules with respect to non-employees by requesting them to cease soliciting and/or distributing literature and leave all work areas and mixed-use areas. Employees should immediately notify their immediate supervisor of such incidents.

- CURALEAF may authorize fundraising drives, civic activities, or related community events involving CURALEAF employees, on behalf of charitable organizations or for employees’ gifts, in its sole discretion and consistent with the rules identified herein.

- Any unauthorized solicitation or distribution activities, in work or mixed-use areas on CURALEAF’s premises is prohibited.

Failure to comply with these policies may result in employee disciplinary action.

**INSIDER TRADING**

The Insider Trading Policy provides guidelines to directors, officers, employees, consultants and contractors of CURALEAF and its subsidiaries (collectively the “Company”) with respect to transactions in the Company’s securities.

For more information, please refer to the [Insider Trading Policy](#).

**RELATIVES AND ROMANTIC RELATIONSHIPS**

An environment where employees maintain clear boundaries between personal and business interactions is most effective for conducting business. Accordingly, although CURALEAF does not strictly prohibit employing relatives and the development of romantic relationships between co-workers, it has established limitations regarding how these relationships should be handled during working hours and within the working environment, to ensure that these relationships do not adversely impact the work environment. Because individuals in managerial relationships or other influential roles have access to sensitive information and broader scope of
decision-making responsibilities, those individuals are subject to more stringent limitations. As a result, CURALEAF prohibits a relative or a romantic relationship between a manager/supervisor and employee with a direct reporting relationship. If a romantic relationship develops between a manager/supervisor and an employee, the supervisor/manager is required to immediately disclose the relationship to Human Resources. If CURALEAF finds that the relationship creates an actual or a perceived conflict of interest, appropriate action may be taken to address it. Depending on the facts and circumstances of the situation, CURALEAF may transfer one of the individuals to a different department, location, or position, or take other remedial action, up to and including the separation of employment.

CURALEAF will consider an employee’s relative for employment on the basis of his/her relative’s qualifications, but it will not employ the relative if the employment involves:

- a direct or indirect supervisory relationship between the employee and relative;
- an adverse impact on work performance;
- an actual or perceived conflict of interest; or
- an adverse impact on the Company’s safety, security, or morale.

Employees who become relatives may continue their employment so long as such employment does not involve any of the conditions noted above. Employees must notify CURALEAF of the existence of relationships that are covered by this policy.

This policy applies to relatives which includes but is not limited to spouse, domestic partner, parent, child, siblings’ grandparents, uncles, aunts, cousins, in-laws, and step family members. Employees who are dating, living together, have a child together, or get married while employed by CURALEAF are also subject to this policy.

**PERSONAL CALLS, VISITS, AND BUSINESS**

CURALEAF expects your full attention while you are working. Although you may occasionally have to take care of personal matters during the workday, you should conduct such personal business on your personal cell phone, either before or after the workday, or during breaks. Absent special circumstances, CURALEAF’s phones should not be used to place or receive personal calls, as they must be available to serve CURALEAF’s customers. Personal calls should be made in employee-only areas of the building and not in view of patients or customers.

**WORK-RELATED CELL PHONE POLICY**

The cell phone policy provides guidelines on stipend and reimbursement programs applicable to employees who meet the eligibility requirements and consistently use their personal cell phones for work-related use or require the need to be provided with a dedicated work cell phone to perform their job.

For more information, please refer to the Cell Phone Policy.
BUSINESS EXPENSES

Employees may occasionally incur expenses on behalf of CURALEAF, with the prior approval of their supervisor. CURALEAF will reimburse you for typical business expenses, such as mileage (for example, when CURALEAF asks you to travel to a different work site during the workday) and certain job-related supplies or materials. CURALEAF will pay mileage reimbursements on a timely basis for the prior months’ mileage, upon timely receipt of your mileage record using CURALEAF Expense Reimbursement form. Mileage will be calculated from your regular work site and will be paid at the current IRS rate.

In order to be reimbursed for job-related supplies or materials, you must deliver a receipt for the supplies or materials to CURALEAF’s business office within 7 days of the purchase.

For more information, please refer to Travel and Expense Policy.

INSPECTION OF PERSONAL AND COMPANY PROPERTY

CURALEAF’s employees use the property and equipment CURALEAF owns and provides, and may also use CURALEAF’s materials, information, and other supplies. You must remember that property supplied by CURALEAF remains the property of CURALEAF. CURALEAF reserves the right to search any Company property (e.g., computers, desks, lockers, or other storage areas) at any time. CURALEAF also reserves the right to inspect your personal property (e.g., tool boxes, lunch boxes, purses, briefcases) during the workday and/or as you leave the CURALEAF worksites. This policy also applies to any employee engaged in CURALEAF’s operations, whether or not in the office, along with packages or other items that the employee may be carrying. Refusal to allow inspection may lead to disciplinary action, up to and including the separation of employment.

NETWORK AND ELECTRONIC RESOURCES POLICY

Network and electronic resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that CURALEAF provides you to assist you in your work. These resources and related access systems are proprietary company property and subject to review or access by CURALEAF at any time.

All employees who use CURALEAF’s network and electronic resources must follow the guidelines below:

1. To the maximum extent possible, your use of CURALEAF’s network and electronic resources, during working time, should be devoted to company business and CURALEAF’s legitimate interests.

2. Messages and communications sent via CURALEAF’s network and electronic resources are subject to subpoena and access by persons outside CURALEAF and may be used in legal proceedings. Please consider this before sending any
personal messages or non-business-related material via the network and electronic resources.

3. E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.

4. Remember that all of CURALEAF’s policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of CURALEAF’s network and electronic resources. Employees must not review or forward sexually explicit, profane or otherwise offensive, or unlawful material using CURALEAF’s network and electronic resources.

5. Passwords protecting the use of CURALEAF’s network and electronic resources are CURALEAF’s property and will be assigned to you as needed. You must notify your supervisor of all passwords and encryption keys assigned to or used by them and must notify their supervisor of any changes to such passwords or encryption keys.

6. Do not install any software or program on any company computer or other hardware without the express consent of your supervisor.

7. CURALEAF expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.

8. You must not attempt to override or evade any program or measure installed by CURALEAF to protect the security or limit the use of its network and electronic resources.

CURALEAF retains the right to review and monitor all communications conducted and data saved, reviewed or accessed via CURALEAF’s network and electronic resources, including company computers, e-mail and internet access. CURALEAF does not permit its non-management employees to access or use any company password, e-mail account or remote access log-in other than a company password, email account, or remote access log-in that has been specifically assigned to you. Inappropriate use of network and electronic resources may result in disciplinary action, up to and including the separation of employment. You should be careful to safeguard your passwords, log off your terminals when not in use and not permit unauthorized users to access company systems.

To the maximum extent possible, employee use of CURALEAF’s mobile phones, during work time, should be devoted to company business and CURALEAF’s legitimate interests. These items always remain as company property and are to be returned to CURALEAF on your last day of work.

CONFIDENTIAL AND PROPRIETARY INFORMATION
CURALEAF considers its confidential and proprietary information, including the confidential and proprietary information of our patients and customers, to be one of our most valuable assets. As a result, you must carefully protect—and must not disclose to any third party—any confidential and proprietary information belonging to CURALEAF or its customers. Such protected information includes, but is not limited to, the following: all patient and customer-related information; matters of a technical nature, such as computer software, product sources, product research and designs; and matters of a business nature, such as customer lists, customer contact information, on-site program and support materials, candidate and recruit lists and information, placement information, pricing lists, training programs, growing and distribution techniques, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally, in document, computerized or other tangible form, concerning CURALEAF’s or its members’ operations and business.

You should ensure that any materials containing confidential or proprietary information are filed and/or locked up before leaving your work areas each day. During the workday, you should not leave any sensitive information unguarded in the open.

Notwithstanding the following confidentiality restrictions, which are specifically intended to protect CURALEAF’s trade secrets, patient and customer information and the proprietary information it has developed, CURALEAF does not prohibit its employees from discussing or disclosing issues associated with the terms or conditions of their employment or working conditions with each other or with third parties. If you have any questions about this policy, consult your supervisor immediately.

PROGRESSIVE DISCIPLINE POLICY

We expect all employees to be aware of and to follow workplace policies and rules that are in place to ensure the well-being of our colleagues and business operations. Employees are expected to comply with these internal requirements as well as the requirements of federal, state, and local laws.

This policy defines the process for correcting single and repeat episodes of employee failure to comply with CURALEAF’s policies and procedures and/or to meet specific workplace expectations for conduct. However, this policy also allows for disciplinary action to start at a higher step based on the severity and circumstances of the situation. For example, one incident of profanity overheard by others is different from profanity in anger directed at others; poor judgment in wearing inappropriate clothing in the workplace is different from overlooking a key safety protocol on product materials. Based on the circumstances, CURALEAF may elect, at its sole discretion, to forgo progressive discipline altogether, to move to a higher level of disciplinary action, or to move directly to the immediate separation of employment. CURALEAF reserves the right, in its sole discretion, to combine or skip progressive discipline steps based on the facts of each situation, the nature of the offense, timing, prior counseling or disciplinary action, the employee’s work record, training, etc. Progressive discipline does not alter the at-will nature of your employment.
Progressive Discipline Steps

The purpose of progressive discipline is to assist employees in improving undesirable behavior or job performance by being clear and precise about problems and the consequences if the same or other mistakes or misconduct occur. The supervisor should assess your failures and workplace obstacles interfering with compliance, such as equipment malfunctions, and whether the action was the result of an excusable mistake, an inexcusable error or deliberate action. You are expected to demonstrate sustained improvement while on progressive discipline. Extending progressive discipline should be done in consultation with Human Resources.

Step 1 - Verbal Warning/Counseling:

In many situations a verbal warning/counseling is enough. The purpose of a verbal warning is to bring to the employees’ attention the behavior or performance that is undesirable, and to clarify policies and expectations. The impact of the incident or violation should also be taken into consideration. The supervisor should document for his or her records that the conversation occurred, keeping in mind the significance of the impact of the act or omission.

Step 2 - Written Warning:

If the conduct addressed by a verbal warning is repeated, or additional instances of undesirable behavior or poor job performance occur within 12 months of a verbal warning, the supervisor should follow up with a written warning in the form of a letter. Or if a single incident is more serious than is appropriate for a verbal warning, the supervisor should issue a written warning. The written warning should describe the unacceptable conduct or performance, outline the proper expectations, and state that further disciplinary action, up to and including separation will occur if the unacceptable behavior and/or job performance is repeated within the next 12 months.

Step 3 - Final Written Warning:

If the conduct addressed by the written warning is repeated or additional problems occur within a 12-month period, discipline may progress to a final written warning. However, a single incident may be so severe as to merit an immediate final warning, depending on the circumstances. As noted above, the supervisor should work in consultation with Human Resources prior to taking disciplinary actions at higher levels, such as written warnings, final written warnings and separations of employment.

Step 4 - Separation of Employment:

Employment may be separated based on completing the progressive disciplinary process within a 12-month period or based on the severity of a single incident.

Misconduct that involves dishonesty, violation of the law, or significant risks to CURALEAF operations or to the safety or well-being of oneself or others is grounds for immediate separation of employment. However, the facts and circumstances of each case will determine what action,
up to and including separation from employment, is appropriate. Decisions to separate employment should be made in consultation with Human Resources. Examples of such misconduct include, but are not limited to:

- Violations of policy or procedure:
  - Code of Conduct
  - Anti-Harassment, Discrimination, Retaliation Policy and Equal Employment Opportunity
  - No Tolerance Workplace Drug & Alcohol Policy
  - Network and Electronic Resources Policy
  - Violence and Weapons
  - Confidential and Propriety Information
- Possessing an unauthorized weapon on Company time or premises
- Threatening or assaulting another person on Company time or premises
- Serious neglect of duty, insubordination, violation of safety rules, dishonesty, falsification of Company records, breach of confidentiality, unauthorized use of Company resources for personal gain, unauthorized removal or destruction of property belonging to others
- Criminal activity

This policy is not intended to apply to statements or actions protected under Section 7 of the National Labor Relations Act.

For more information, please refer to the Progressive Discipline Policy.

**CONVICTION SELF DISCLOSURE AGREEMENT**

Any CURALEAF employee who is subject to a conviction for any felony or any of the offenses listed below must disclose that information, and provide a description of the underlying circumstances, to your local HR Department, within forty-eight (48) hours of the conviction. For example:

- Murder
- Criminal Solicitation
- Conspiracy
- Assault
- Burglary
- Robbery
- Theft
- Receiving Stolen Property
- Reckless Endangering
- Vehicular Assault
- Vehicular Homicide
- Vehicular Assault
- Unlawful Imprisonment
- Kidnapping
- Interference with Custody
- Arson

- Forgery
- Issue Bad Check
- Unlawful Use of Credit Card
- Endangering the Welfare of a Child
- Hate Crime
- Stalking
- Carrying a Concealed Deadly Weapon
- Possession of a Weapon by a Person Prohibited
- Possession of a Weapon in a Safe School Zone

Self-disclosure also is required for:

- Any crime, either misdemeanor or felony, in which the main component of the statute deals with a sexual offense, including those offenses dealing with child pornography.

- Any crime, either misdemeanor or felony, dealing with the illegal possession, use, sale, distribution or trafficking of illegal drugs, narcotics, or prescription medications.

- Any misdemeanor or felony where the main component of the crime deals with an act of violence.

Self-disclosure pursuant to this policy may result in disciplinary action for the affected employee. Each situation and explanation will be evaluated in relationship to your position, job duties and its potential impact upon CURALEAF and its operations. Failure of an employee to provide the required information in accordance with this policy will result in disciplinary action, up to and including the separation of employment.

**RE-EMPLOYMENT**

Depending on a number of factors, including but not limited to your prior work history with CURALEAF and the nature and circumstances of your separation of employment, you may be eligible for either rehire or reinstatement by CURALEAF in the event your current employment terminates.

Former employees who are rehired and return to work within 90 days of their termination date will not be required to go through another introductory period, unless CURALEAF deems it necessary. Former employees who are rehired and return to work more than three months after their termination date will be rehired only as new employees and must complete a new introductory period. You will be considered a new employee for any and all benefits except as provided by applicable law.

**CONFLICTING OUTSIDE ACTIVITIES**
CURALEAF discourages our full-time employees from taking additional outside employment. Employees who wish to take on outside employment must first obtain written permission from CURALEAF’s President before beginning the outside employment. Work requirements for CURALEAF, including overtime, must take precedence over any outside employment.

If CURALEAF permits an employee to take outside employment, the employee must report to his or her supervisor when the outside job has started. If, as a result of this outside employment, the employee is unable to work when requested by CURALEAF, including overtime, or is unable to maintain a high work performance level at CURALEAF, permission to work at the outside job may be rescinded, or the employee may be subject to dismissal.

REDUCTIONS IN WORKFORCE

Although CURALEAF strives to maintain work for all of our employees, there may be situations when it becomes practical or necessary to reduce the work force. Before making the final decision as to which employees will be affected by such a reduction, CURALEAF will consider comparative ability, training, work performance, length of service, and other factors and qualifications deemed relevant in its sole discretion and judgment.

RESIGNATION AND SEPARATION

Because your employment with the CURALEAF is “at will,” both you and the CURALEAF have the right to terminate your employment, with or without cause and with or without notice, at any time.

In the case of voluntary resignation, you should notify your supervisor, in a signed written statement indicating the expected last day of work and the reason for your departure, at least two weeks in advance of your last expected date of work.

All accrued, vested benefits that are due and payable at separation will be paid. Some benefits may be continued at your expense if you so choose. You will be notified in writing of the benefits that may be continued and the terms, conditions and limitations of such continuation. Your final pay will be issued in accordance with applicable state law.

DISCLOSURE OF EMPLOYEE INFORMATION

Employment agencies, search firms, credit and collection agencies, attorneys and others often contact the Company when seeking information about current or former employees, including subjective references. When receiving such a contact, please comply with the following guidelines:

- All of these contacts must be referred to the Human Resources Department;
• No employee is authorized to provide such information except as directed by the Human Resources Department;
• Upon receipt of a proper request, the Company will verify only the following information regarding current or former employees:
  o Name
  o Position
  o Dates of employment
• Additional information will be provided only when authorized in writing by the current or former employee or as compelled by judicial process.

All employees must comply with this policy, and failure to do so may result in disciplinary action, up to and including the separation of employment.

INCLEMENT WEATHER POLICY

CURALEAF’s office, cultivation and manufacturing sites, and dispensaries are open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

Notification of Closure

In the event that CURALEAF’s facilities are closed by CURALEAF or the government, employees who are scheduled to work will be notified as soon as possible by their supervisor. When a decision is made to close due to severe weather, you will receive a call, text message or email notification, informing you of the closure, when the business will reopen, and any other pertinent information.

If our business is open and you are going to be late, or you are unable to make it to work due to inclement weather, you must notify your supervisor as soon as possible by phone and by email and/or text message.

Early Closing

In the event that CURALEAF is open and severe weather develops or is anticipated to develop during the day a decision may be made by CURALEAF to close. In this situation you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time CURALEAF closes, you will be required to use sick time or vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

Pay During Closure
Employees who are scheduled to work the day of a full or partial day closure will be paid for the time scheduled. If CURALEAF is open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be unpaid unless you choose to use available sick or vacation time to cover the hours missed. You should always use your judgment about your own safety in getting to work.

**Cultivation**

For employees who work in the cultivation department, your supervisor will determine if it is necessary for you to come to work to provide essential plant care for the day.

**Processing Lab**

For lab personnel in the event of forecast inclement weather please use best judgement to secure ongoing laboratory processes and operating equipment. If in doubt, please discuss the state of process with your manager.

**Company Notification of Closure to CURALEAF Patients and Customers**

If CURALEAF’s facilities are operating on a delayed opening, early closure, or complete closure, communication should be sent through the following channels to inform patients and customers as soon as possible:

- Social Media Platforms
- Text messages
- Signage put on the front door of the dispensary

**TRANSFERS/INTERNAL RECRUITMENT**

**Transfer Policy**

CURALEAF recognizes that staff motivation, productivity, and retention are dependent upon people working in jobs that are well suited to their interests, and therefore we offer and encourage transfer opportunities for current employees. Likewise, supervisors should be supportive of staff members who have the desire to enhance their skills or develop new competencies to pursue different or greater responsibilities internally.

To be eligible to apply for a transfer, you must be in good standing and must be in your current position for at least one year (managers) or six months (all other employees). The six-month waiting requirement may be waived if the position is being adversely affected due to a reduction in the workforce or job elimination, or if there is significant change in the terms and conditions of employment (e.g. work schedule, hours, salary, status, etc.).
In all cases, your work record, including but not limited to performance, attendance, efforts to develop skills, and related behaviors will be used as valid criteria for determining suitability for a position.

In consideration of the above factors, you are required to complete an application and provide documentation that supports your performance history, such as the last performance evaluation or letters of reference. For all positions, consideration will be given to your demonstrated interpersonal skills, among other job-related factors, before making a final decision. Deficiencies in such skills or job-related factors may eliminate an individual from further consideration. Exceptions to this policy are reviewed on an individual basis and must be approved by the SVP, Human Resources.

**Transfer Eligibility Criteria**

- Managers must be employed in current position for at least one year. Employees (non-managers) must be employed in current position for at least six months.

- Written confirmation of acceptable performance record/evaluation signed by the applicant’s supervisor and completed no more than 18 months prior to date of transfer application (e.g. meets expectations, average rating, etc.).

- Maintain an acceptable level of performance including but not limited to absence of disciplinary action and/or resolution of previous disciplinary action.

- Successfully pass any special screening processes required for the position of interest, including but not limited to background investigations, reference checks, drug screens, and skills assessments.

- Notification of current Supervisor and/or Human Resources department.

**Interdepartmental or State Transfer Process**

**Employee Responsibilities:** Prior to initiating a transfer, it is required that you advise your immediate supervisor that you would like to consider other opportunities outside of your department or in another location/state. You must complete an on-line application and submit a copy of the last performance evaluation or letters of reference.

**Human Resources Responsibilities:** The Human Resources Manager in the hiring state will interview or refer an employee whose knowledge base, skill set, and work history match the open position. There should be open communication with the HR Managers in the state in which the employee currently works with regard to eligibility and appropriateness of transfer and corporate HR should be notified of each intercompany transfer before it occurs. It should be noted that only employees that are qualified and suitable are forwarded to the hiring manager for review.
**Hiring Manager Responsibilities:** If a hiring department knows of an employee outside the department who is interested in applying, the department is expected to notify Human Resources so that eligibility for transfer may be determined. Each hiring manager is responsible for conducting the final interview(s), verifying past employment/references and, ultimately, extending the formal offer of employment. Once an offer has been accepted, it is the responsibility of the hiring manager and the employee’s current manager to negotiate an effective transfer date and communicate this date to Human Resources.

**Note:** There will be no less than two (2) weeks’ notice to the department from which an employee is transferred. In the event the position being vacated is critical to the operation of the department, the employee may be retained until such time as the employee is replaced, but for no more than forty-five (45) days. However, for pay purposes, transfers will be effective at the beginning of the pay period two (2) weeks following acceptance.

**BENEFITS**

**HEALTH INSURANCE**

Unless otherwise required by applicable law, CURALEAF offers health, vision and dental insurance for all employees who regularly work at least 30 hours per week. New employees are eligible for benefits after completion of the applicable eligibility waiting period. Employees share the cost of the premium which is through authorized pre-tax deductions from employees’ paychecks. CURALEAF will contribute toward the premium of a company selected group plan. For more information, contact the Human Resources department.

**BENEFITS CONTINUATION (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the company’s health plan when a “qualifying event” occurs that would normally result in the loss or change of eligibility. Under COBRA, the employee or beneficiary pays the full cost of coverage.

**VACATION**

Regular full-time employees of CURALEAF are eligible to earn vacation time on a calendar year basis. The accrual for this policy starts on the day an employee is hired and there is a 90 day wait period until an employee may take vacation. Vacation is earned on the following schedule:

- **Completed Years of Employment:** 0 to Less than 3 years  
  **Vacation Days:** 10 days (.833 day per month)**
3 to less than 5 years  12 days (1 day per month)
5 to less than 10 years  15 days (1.25 days per month)
10 years and up  20 days (1.67 days per month)

Note: All employees at Director level and above will accrue 15 days of vacation annually until they reach five years of service at which point, they will accrue 20 days.

The maximum amount of vacation hours you accrue is determined by your rate of accrual. Any increase to your rate of accrual will take place on the January 1 following your anniversary date.

Requests for using vacation time must be made as soon as possible, but not later than 14 days before the date of absence, except in unforeseen or emergency situations.

For each request, a Request for Time Off form or WURK entry must be completed and submitted to your supervisor. The supervisor will then check to ensure there are no conflicts for the dates/times requested.

Up to a maximum of forty (40) hours of vacation time earned but not used during the calendar year may be carried over to the following calendar year. All other earned but unused vacation time will be lost and may not be carried over from year to year, unless otherwise required by applicable state law. Employees whose employment terminates will be paid for any vacation earned but not used through the date of termination. Employees may not take vacation days once they have given notice of resignation.

For employees in CA, please refer to the vacation section of the CA state supplement for your vacation policy information.

**SICK LEAVE**

**Eligibility, Amount, and Use of Paid Sick Leave**

Unless otherwise required by applicable law:

CURALEAF will grant each regular full-time employee a lump sum of 40 hours of paid sick leave each calendar year on January 1. All other employees will earn sick leave at a rate of 1 hour per every 30 hours worked, up to a maximum of 40 hours per calendar year. You may not use paid sick leave until your 90th day of employment. You may carryover up to 40 hours of accrued but unused sick time from one calendar year to the next, but in no event may you use in excess of 40 hours of sick time during any calendar year.

You may use paid sick leave if you or an immediate family member (i) is ill or injured, (ii) need to attend doctor’s appointments for urgent, continued or preventative care, or (iii) if you
or an immediate family member is a victim of family violence or sexual assault and require time off to address those circumstances.

If you miss work or are on a leave of absence related to any of the qualifying reasons listed above, and you have available sick time to use, you must use sick time to be paid for time missed while you are out of work.

Any unused sick leave under this policy will not be paid out at year end or upon separation, but if an employee is rehired, the employee’s prior service will be credited in accordance with applicable law.

Documentation

For absences of three or more consecutive days under this policy, an employee may be required to provide CURALEAF with reasonable documentation from a licensed health care provider indicating the need for the amount of sick time taken. In addition, an employee may be required to provide written confirmation that the employee used sick time in accordance with this policy.

If an employee is absent for three or more consecutive days under this policy due to his or her own illness or injury, CURALEAF may require the employee to provide medical documentation confirming that he or she is well enough to return to work.

You are required to provide at least 7-days advance notice of your intention to use sick leave, unless the need for leave is unforeseeable.

CURALEAF will not retaliate against employees who use paid sick leave.

FAMILY AND MEDICAL LEAVE ACT

In accordance with the Family and Medical Leave Act (FMLA), if CURALEAF employs 50 or more employees within a 75-mile radius of your worksite, CURALEAF will grant FMLA leave without pay to eligible employees at your worksite for up to 12 weeks in a 12-month period. Leave is calculated based on a rolling 12-month period, measured backward from the date any FMLA leave is taken. Under certain circumstances, described below, you may be eligible for up to 26 weeks of leave in a 12-month period. This FMLA leave is a guaranteed period of time eligible employees can be absent from work with job protection. The time off is not paid, unless you are taking vacation or sick leave concurrently with FMLA leave, or you are utilizing disability or paid family leave benefits. It is a requirement that vacation, and sick leave be taken concurrently with any FMLA leave except where prohibited by law.

You can request or use FMLA leave to cover the time you need to be away from work for any of the following purposes:
- For the birth and care of a newborn child or for the care of a newly adopted or newly placed foster care child, as long as the leave is taken in the year following the child’s birth or placement;

- To care for your qualifying child, spouse, or parent who has a serious health condition;

- To provide time to attend to your own serious health condition that leaves you unable to perform your job; or

- For “Active Duty Leave” or “Military Caregiver Leave” (both defined below).

**Eligibility.** To be eligible for FMLA leave, you must have worked for CURALEAF for at least one year and performed at least 1,250 hours of work during the previous 12 months.

**Requesting Leave.** Where the need for leave under this policy is foreseeable, you are required to give at least 30 calendar days advance notice to your supervisor when you need FMLA leave. Employees who are seeking FMLA Leave must complete a “Request for FMLA Leave” form and submit it to Human Resources. Employees who cannot foresee the need for FMLA leave 30 days in advance must give as much notice as they can. This generally means notifying CURALEAF within one or two workdays of the time you first learn of the need for leave, unless extenuating circumstances exist. If you fail to give the required notice for foreseeable leave with no reasonable excuse, your leave may not be protected.

**Active Duty Leave.** Active Duty Leave is defined as leave due to any “qualified exigency” (defined below) arising out of the fact that a spouse, son or daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves or is a retired member of the Armed Forces or Reserves who has been notified of an impending call or order to active duty in support of a contingency operation. Active Duty Leave is not available to employees whose spouse, child, or parent is a member of the regular (i.e., full-time) military.

A “qualified exigency” refers to the following circumstances:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or fewer;

- Military events and related activities: to attend official military events or family assistance programs or briefings;

- Childcare and school activities: for qualifying childcare and school-related reasons for a child, legal ward or stepchild of a covered military member;

- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
• Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;

• Rest and recuperation: to spend up to five (5) days for each period in which a covered military member is on a short-term rest leave during a period of deployment;

• Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty;

• Parental care leave: to care for a military member’s parent who is incapable of self-care when the care is necessitated by the military member’s covered active duty. Such care may include arranging for alternate care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility; and,

• Additional activities: for other events where the Company and the employee agree on the time and duration of the leave.

**Military Caregiver Leave.** Military Caregiver Leave is defined as leave to care for a spouse, son or daughter, parent or next of kin (i.e., closest living relative) who is a current member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for serious injury or illness. A covered service member incurs a serious illness or injury for the purpose of this paragraph when he or she is medically unfit to perform the duties of his or her office, grade, rank or rating.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date.

Military Caregiver Leave applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA as described herein, the combined leave shall not exceed 26 weeks during that 12-month period.

**Documentation Supporting Leave Request.** Employees who request FMLA leave because of a serious health condition, whether your own or that of a family member, also must submit a completed “Certification of Health Care Provider” to the Human Resource Department before the leave will be approved. A request for reasonable documentation of family relationship verifying the legitimacy of the FMLA leave may also be required.
A request for Active Duty Leave must be supported by a “Certification of Qualifying Exigency for Military Family Leave” form, as well as appropriate documentation, including the covered military members’ active duty orders. A request for Military Caregiver Leave must be supported by a “Certification for Serious Injury or Illness of Covered Service member” form, as well as any necessary supporting documentation.

You will have 15 days in which to return a completed certification form following your receipt of the form from CURALEAF. If you fail to provide timely certification after being required to do so, you may be denied the taking of the leave under the FMLA. If the certification form is incomplete or insufficient, you will be given written notification of the information needed and will have 7 days after receiving such written notice to provide the necessary information. If there is reason to doubt the validity of the medical certification, a second opinion, at the expense of CURALEAF, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of CURALEAF, may be required. The opinion of the third healthcare provider, which CURALEAF and the employee jointly select, will be the final and binding decision.

Under certain circumstances as provided by law, including (but not limited to) situations in which the need or nature of the approved leave changes, CURALEAF may, in its sole discretion, require recertification of an employee or family member’s serious health condition.

You can take up to 12 weeks of FMLA leave in a 12-month period except in the case of Military Caregiver Leave. However, where a husband and wife both work for CURALEAF, the two employees are limited to a combined total of 12 weeks of family leave to cover the time off they need after the birth or placement of a child or to care for a seriously ill parent. However, each employee is eligible to take any unused portion of the 12 weeks for his or her own serious health condition, the care of a seriously ill child or the care of the other spouse.

**Intermittent Leave.** Employees taking leave because of their own or a child, spouse or parent’s serious health condition can take their allotment of FMLA leave intermittently or in accordance with a reduced work schedule, if this is medically necessary. Where employees have some control over the timing of their leave, they are expected to consult with their supervisors to try to arrange a mutually acceptable time. Employees taking leave to care for a newly born or newly placed child do not have a legal right to take intermittent leave and can do so only with their supervisor’s consent. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary.

**Compensation and Benefits During Leave.** FMLA leave is unpaid, unless it is taken concurrently with accrued paid or other statutory leave. You are required to take all accrued paid leave concurrently with any FMLA leave, except where prohibited by applicable law. You also may be eligible for statutory or disability benefits. After the accrued paid leave is used up, the remainder of the leave will be unpaid. However, employees on FMLA leave continue to be covered by group health benefits on the same terms that are applicable for active employees. If payroll deduction is not available, you must make arrangements with the Human Resource Department to pay your portion of any benefit program that requires an employee contribution.
Employee benefits will not continue unless payment arrangements are made and fulfilled. No vacation or other time off is earned during the leave; however, FMLA leave does not cause employees to lose any previously accrued employment benefits.

Reinstatement Following Leave. As a condition of returning to work from a leave granted because of your own serious health condition, you must timely present a certification from your health care provider that you are able to return to work. On returning from any FMLA leave of absence, you will be restored to your original or an equivalent position with equivalent pay, benefits, and other employment terms. The only exceptions to this restoration procedure are for certain key employees, who are notified of their status when they first request FMLA leave. Key employees who take FMLA leave are reinstated to their former or equivalent positions only if their reinstatement does not cause the Company substantial and grievous economic injury.

MILITARY LEAVE

CURALEAF will provide the necessary time off to employees who are required to fulfill military obligations in any Armed Forces, National Guard, other uniformed services or state military, as required by federal and state law. If employees return to work or apply for reemployment on a timely basis, they will be reinstated in accordance with federal and state law.

Military leave will be unpaid, except exempt employees who are paid on a salary basis will be paid for any workweek in which the employee performs work. In addition, employees may choose to use accrued vacation for military leave in lieu of unpaid leave. If you need to take military leave, you must give advance notice of your service obligations to your supervisor, unless military necessity makes advance notice impossible.

Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Retaliation against an employee who requests leave under this policy is strictly prohibited.

Additional information regarding military leave may be obtained from Human Resources.

VOTING LEAVE

CURALEAF encourages all employees to take part in the electoral process. In most cases, employees can vote before or after working hours. If you do not have at least two continuous hours off from work on Election Day during the times polls are open, you will be provided with unpaid leave to cast a vote on Election Day. You should notify your manager of the need for leave five days before Election Day. Applicable federal, state, provincial, and local laws as well as other applicable legal requirements will be followed.

BEREAVEMENT LEAVE

CURALEAF will provide regular full-time employees with up to three days of paid bereavement leave to attend or prepare for the funeral services and/or bereave the death of an
immediate family member. For purposes of this policy, “immediate family” is defined as your spouse, domestic partner, parents, stepparents, domestic partner’s parents, children, stepchildren, siblings, stepsister, stepbrother, grandparents, grandchildren, mother-in-law, and father-in-law or any other relative that resides in your household. CURALEAF will provide regular full-time employees with up to one day of paid bereavement leave to attend or prepare for the funeral services or bereave the death of a family member who is not immediate, but to whom the employee is related by blood or marriage. Direct all requests for Bereavement Leave to your supervisor or Human Resources. While on Bereavement Leave, you will be paid at straight time for the hours you were scheduled to work on the days missed.

**JURY DUTY**

Employees who are called for jury duty will be granted time off to perform their civic duty. You must notify your supervisor as soon as you learn you have been summoned as a juror so that work arrangements can be made.

CURALEAF will pay eligible employees the difference between their regular base pay, less any fees received by the employees from the court. Employees are responsible for providing CURALEAF with a copy of their jury duty check so it can be recorded in their pay check. The time off will be unpaid unless required by applicable law. In you are eligible to be paid for jury duty leave, you must provide your supervisor with the jury summons and a note from the Clerk of the Court indicating the times you were in court for jury duty.

An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify your supervisor of your availability to work.

**OTHER LEAVE**

Some states may provide for, and the Company may authorize in its sole discretion, additional types of leave other than those listed in this section. Employees who are interested in inquiring about such leave should contact the Human Resources Department for additional information.
ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current CURALEAF employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by my supervisor, or by his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that CURALEAF reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of CURALEAF, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or CURALEAF at any time, with or without cause, and with or without notice. Nothing contained in the policies, procedures, handbooks, or any other documents of CURALEAF shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

_________________________________________  ___________________________
Signature                                      Date

_________________________________________
Employee Name:  Printed
Disciplinary Action Level:
☐ Verbal Warning ☐ Written Warning ☐ Final Warning ☑ Separation of Employment

Was the employee suspended from employment pursuant to the issue that resulted in Disciplinary Action? ☐ Yes ☑ No

Your performance and/or behavior has been found unsatisfactory for the reason(s) set forth below:
(details of what, when and where violation occurred)

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/10/2020</td>
<td>verbal warning delivered for drawer shortage of $10.00</td>
</tr>
<tr>
<td>5/1/2020</td>
<td>written warning was delivered for severe transactional history</td>
</tr>
<tr>
<td>7/17/2020</td>
<td>final written warning delivered transactional history</td>
</tr>
<tr>
<td>8/22/2020</td>
<td>Drawer shortage of $20.00 – separation of employment</td>
</tr>
</tbody>
</table>

Agreed-upon improvement plan:

Separation of employment

Date of next meeting for follow-up:

__________________________

Employee Comments:

If you disagree with any information in this document, you may submit a written statement explaining your position on the matter. Curaleaf will keep your statement in your personnel file.

The employee’s signature below confirms that s/he understands the content and purpose of this discussion and acknowledges this Disciplinary Action Form will be retained in the employee’s file. The employee further understands that any additional policy violation, misconduct, or unsatisfactory performance may result in further disciplinary action, up to and including separation of employment.

Employee Signature: [signature] Date: 8/28/2020

Manager Signature: [signature] Date: 8/28/2020

Manager Name & Title (please print): Tyler Neier – Store Manager

*Provide copy to employee and to his/her personnel file.
Holy cow that is definitely by definition a nightmare transaction. I do believe we need to follow to progressive disciplinary policy and the written is the correct path to go. However maybe some re-training is in order or Perhaps moves to check in for a bit. Also maybe worth while the conversation with her seeing if everything is okay with her and assure there isn’t anything distracting her from doing her job. If there is maybe there is an easier position to put her in for a couple days.

Write up is approved though

Andrew Holstein – District Manager
Phoenix, Arizona
480-577-7820 Aholstein@curaleaf.com

From: Tyler Neier <tneier@curaleaf.com>
Sent: Tuesday, April 28, 2020 2:28 PM
To: Andrew Holstein <aholstein@curaleaf.com>; Rob Smith <rsmith@curaleaf.com>; Stephanie Cade <scade@curaleaf.com>
Cc: Tranica Reilly <treilly@curaleaf.com>; Bryce Skaggs <bskaggs@curaleaf.com>; Kaitlin Cook <kcook@curaleaf.com>
Subject: Anissa Keane Write Up Request

Good afternoon,

I am requesting to at least write up Anissa Keane for the transaction below. She made some huge mistakes and I'm not exactly how she didn't notice all of the issues during the transaction. I gave Anissa a verbal coaching on 4/10 because my inventory leads had connected her to several of the audit discrepancies after reviewing tape. Her lack of detail and proneness to error makes me concerned that she is not cut out for budtending. In my 4 years of management I have never come across a transaction that is quite this bad. I'd like your feedback on whether I should go further than a write up.

1. Never checked Cy's medical card.
2. Rang up transaction under wrong profile (De An)
3. No allotment was booked under Cy's or De's card. (puts our license at risk)
4. Patient was charged for 2/8th's of Mango Kush but only physically left with one.
5. Patient originally wanted to use FTP BOGO on 1/4 of flower to get a 1/4 FREE but was rang up for three 1/8th and no FTP BOGO was used.
6. Points were redeemed toward purchase on the incorrect profile (how would a new patient have points?)
**Gilbert Curaleaf - Absolute Healthcare, Inc #1107**
175 S. Hamilton Place
4-110
Gilbert, AZ 85233
(480) 361-0070
az.curaleaf.com

Date: 04/26/2020 7:05 PM

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASE Full Spectrum Chocolate 240mg 0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $30.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• DS 25% Off Pure Edibles (7.50)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SGOFLOWERS/DMango Kush T3.5g 36.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $36.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SGOFLOWERS/DMango Kush T3.5g 36.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $36.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UHE DRIED FRUIT Apricot 100mg 16.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $16.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UHEGUMMIES Peach Rings 100mg 16.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $16.00/unit</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $16.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOPPATTY PEANUT BUTTER 3x50mg 150mg 0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $18.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SGOFLOWERS/DMango Kush T3.5g 36.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $36.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Cup 75ctg 12.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $12.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Cup 75ctg 12.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $12.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBROWNIEPB Cup 75ctg 12.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unit Price: $12.00/unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;DS B2G1 Sublime Edibles (12.00)&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 203.50
Tax: 15.9
Total: 219.40

Tendered: 219.40
Change: 0.00

Today you saved: $19.50

Budtender: Anissa Keane

Patient wanted ¼ of Mango Kush + Free ¼ of Amnesia Haze ¼ for FTP BOGO

only physically received 1 Mango Kush ¼ but charged for 2.

Wrong patient (Cyp

Near checked Cyp's medical card.

No allotment booked for either Cyp or Dev

Thanks for visiting us and we hope you come back soon!
Thank you,

Ty Neier
Manager at Curaleaf Gilbert
A  175 S Hamilton Pl Bldg 4, Suite 110, Gilbert, AZ 85233
P  620.255.4173
Hey Tyler,

Although this is extreme the state system shows it was a female she allotted too. Because her last one was a verbal/written we will need to make this her last and final warning. After this one any infractions would result in termination.

7/5/2020
07:23 PM MST

Anissa Keane

Let me know if you have any questions.

Stephanie

Stephanie Cade - Director of Human Resources
4455 E. Camelback Rd. Suite E-280
Phoenix, AZ 85018
scade@curaleaf.com

Good afternoon,

I am requesting for approval to write Anissa Keane up. One of my inventory leads noticed a strange transaction from Sunday, July 5th where Anissa was helping a female but the patient profile indicated she was helping a male. The patient profile was for Brad [redacted] and marked as a male. It appears Brad is an old Emerald patient that hasn't been in since the transition to BioTrack last year so his profile does not have a driver's license or new patient entry form uploaded. The MMJ card # was also expired on the profile. This is
something Anissa should have noticed and fixed and she would've noticed that there was a potential mix-up. She finished the transaction under Brad's profile and we couldn't find an allotment booking under the expired card or Brad's active card (found it by changing the last number of his expired card). I am not sure if anything was booked to any card as it looks like as the female patient was leaving with her medicated product that Anissa realized her mistake and neglected to inform management. I also have no idea if the patient that walked out of the dispensary with medicated product has an medical card or if she was using Brad's expired card.

I wrote Anissa up a couple months ago on a transaction that had more mistakes than I've ever seen and I suspect she may still be a large part of our store's discrepancies. I would like to give her a final written warning or terminate her position at the Gilbert location based off of her putting our dispensary license at risk.

Thank you,
Ty Neier  
Manager at Curaleaf Gilbert  
A 175 S Hamilton Pl Bldg 4, Suite 110, Gilbert, AZ 85233  
P 620.255.4173