

# **EMPLOYEE HANDBOOK**

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# Employee Handbook

## Table of Contents

<b>Introduction</b>	Page 1
<b>Let's Communicate</b>	Page 2
<b>What You Can Expect From Us</b>	Page 3
Introductory Period	Page 3
EEO and Reasonable Accommodations	Page 3
Unlawful Harassment, Discrimination and Retaliation Policies	Page 3
Reporting Harassment, Discrimination and Retaliation	Page 5
<b>Timekeeping and Payroll Practices</b>	Page 6
Employee Classification	Page 6
Your Pay	Page 6
Timekeeping Procedures	Page 6
Meal Periods	Page 7
Rest Periods	Page 7
Lactation Break	Page 7
<b>Company Benefits</b>	Page 7
Insurance and Retirement Benefits	Page 7
State Mandated Insurance Benefits Programs	Page 8
Workers' Compensation Insurance	Page 8
Civic Duties	Page 8
Paid Sick Leave	Page 8
Leave for Emergency Rescue Personnel	Page 9
Leave for Victims of Felony Crimes	Page 9
Leave for Victims of Domestic Violence, Sexual Assault or Stalking	Page 9
Pregnancy Disability Leave of Absence	Page 10
Discretionary Medical Leaves of Absence	Page 10
Personal Leave of Absence	Page 11
Military Leave of Absence	Page 11
<b>What We Expect of You/Employee Conduct</b>	Page 11
Absenteeism and Tardiness	Page 11
Alcohol and Drug Policy	Page 12
Fraud, Dishonesty and False Statements	Page 13
Outside Employment	Page 13
Sleeping	Page 13
Smoking	Page 13
Solicitation-Distribution Policy	Page 14
Theft	Page 14
Workplace Violence	Page 14
<b>Procedures and Guidelines</b>	Page 14
Bulletin Boards	Page 14
Company Keys/Entry Cards	Page 14
Conflicts of Interest	Page 15
Hazardous and Toxic Materials	Page 15
Safety	Page 15
Searches and Inspections	Page 15
<b>Technology and Information</b>	Page 15
Cellular Phones, Smart Phones, Tablets and Handheld Devices	Page 15
Computers, Databases, E-mail, Voice Mail and the Internet	Page 16
Fax Machines, Copiers and Scanners	Page 19
Protection of the Company's Trade Secrets and Confidential Information	Page 20
Social Media, Social Networking and Blog Policy	Page 20
Unauthorized Interviews	Page 21
<b>Change In Status</b>	Page 22
Changes in Personnel Records	Page 22
Outside Inquiries Concerning Employees	Page 22
Notice of Resignation	Page 22
Exit Interview	Page 22
To Sum It All Up	Page 22



# INTRODUCTION

## Welcome

Welcome! We (“the Company”) have teamed up with Helpside, Inc. (“Helpside”), a full service Professional Employer Organization (PEO) that provides human resources outsourcing services. Helpside’s expertise in payroll, benefits, and labor and employment compliance allows companies like ours to focus on core business objectives, such as providing products and/or services, customer service, sales, and marketing.

Helpside assists us with certain specific human resources and administrative functions, which may include payroll, benefits, unemployment insurance, workers’ compensation insurance, disability insurance and certain other personnel related issues. Helpside does not, however, oversee the day-to-day operations of our Company or our employees. The managers and supervisors of the Company will continue to supervise your day-to-day activities as well as handle the operations of the business.

Communication is critical to the success of any winning team. This handbook outlines the benefits, practices and policies that are important to you. You should use this handbook as a guide and ready reference. If you have questions as you read through this handbook, please do not hesitate to discuss them with your supervisor. Your supervisor is a very important source of information and will be more than happy to assist you. Should you have questions about payroll, benefits, workers’ compensation or other routine administrative questions, you should contact Helpside.

If you have questions regarding your employment or wish to lodge a complaint or resolve any work-related issue, you should contact our Company’s Human Resources Contact (“HR Contact”).

You may also reach Helpside at 801-443-1090 or [humanresources@helpside.com](mailto:humanresources@helpside.com).

## Purpose of this Employee Handbook

This Handbook is designed to acquaint you with our Company and to give you a ready reference to answer most of your questions regarding your employment. In addition, in accordance with the specific policies of our Company and the laws of the particular state where you are employed, there may also be an Addendum, located at the back of this Handbook, which serves as a supplement to this Handbook.

The content of this Handbook constitutes only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. This handbook should not be construed as creating any kind of contract for ongoing employment or specific terms of employment.

# Let's Communicate

## Employee Relations Philosophy

Our Company is dedicated to providing an excellent employee relations program. We will attempt to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement.

### If You Have A Problem

If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot help you unless you tell us what it is we can do.

Our Problem Solving Procedure offers employees the freedom to discuss anything they wish with their supervisors. If you have a problem, it can usually be resolved by following these steps:

1. Any concern should first be discussed with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.
2. If you prefer not to speak with your immediate supervisor, or you feel that your immediate supervisor cannot, or has not, satisfactorily resolved the problem, you should contact our HR Contact
3. If Steps 1 and 2 are not effective, or if at any time you need to speak to someone other than members of the Company's management team to have an issue of any kind addressed, please contact Helpside.
4. If you have a complaint of harassment, discrimination or need to request an accommodation, please refer to the Equal Employment Opportunity and Reasonable Accommodation policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

The Company takes all concerns and problems that are brought to its attention seriously. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

Please note that the Company utilizes a system of binding arbitration for disputes with employees which cannot be resolved by other means, and which would otherwise be subject to resolution in court.

Please tell us if you have a problem. We think you'll find the Company and its human resources provider, Helpside, to be receptive to your concerns.

# What You Can Expect From Us

## Introductory Period

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude and overall interest in your job will be observed. During this period, you may not be eligible for certain Company benefits. Employees who fail to demonstrate the commitment, performance and attitude expected by the Company may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the Company has the same right.

As a result of an excused absence during your introductory period or for other reasons identified by management, the Company may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

## Equal Employment Opportunity and Reasonable Accommodations

The Company is committed to providing equal employment opportunities to all employees and applicants without regard to race, ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state and local laws. Helpside endorses these principles in its provision of services to the Company.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities, as well as employees’ religious beliefs and observances. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability and/or employees’ religious beliefs and observances to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify our HR Contact. If the Company does not completely and timely address your request for an accommodation, you should contact Helpside. Once the Company and/or Helpside is aware of the need for an accommodation, there will be an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

If you believe that you have been treated in a manner that is not in accordance with these policies, please notify our HR Contact. If the Company does not completely and timely address your complaint, you should contact Helpside. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race, ethnicity, religion, color, sex (including childbirth, breast feeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable state or federal law.

The Company’s policy against unlawful harassment, discrimination and retaliation applies to all employees, including supervisors and managers, as well as to all unpaid interns and volunteers. The Company

prohibits managers, supervisors and employees from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, groping, assault, or blocking movement;
- physical or verbal abuse concerning an individual's gender, gender identity or gender expression; and
- verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- inappropriate verbal, graphic, or physical conduct;
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- other harassing conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of the Company's management.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful

harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation for their religious beliefs and observances.

### **What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against or Retaliated Against**

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by another employee, supervisor, manager or third party doing business with the Company, you should immediately contact your supervisor or our HR Contact. In addition, if you observe harassment, discrimination, or retaliation by another employee, supervisor, manager or non-employee, please report the incident immediately to the individual listed above. If the Company does not address your report or complaint completely and in a timely manner, you should contact Helpside.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to our HR Contact. If the Company does not address your report or complaint completely and in a timely manner, you should contact Helpside.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

**Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.** Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

# Timekeeping and Payroll Practices

## Employee Classification

### Full-Time Employees

Full-time employees are employees who are normally scheduled to work at least thirty (30) hours per week, as determined by the Company in its sole discretion.

### Part-Time Employees

Part-time employees are employees who are normally scheduled to work fewer than thirty (30) hours per week, as determined by the Company in its sole discretion.

### Temporary Employees

Temporary employees are employees who are employed to work on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for company benefits.

### Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws.

### Exempt Employees

Exempt employees include all employees who are classified by the Company as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws.

If you have any questions concerning the benefits for which you qualify, please contact our HR Contact or Helpside, or the applicable benefit plan documents. Similarly, if you have any questions concerning your classification, please consult our HR Contact.

## Your Pay

If the scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the preceding business day. Any questions about the number of hours for which you have been credited and paid, the amount of your pay or deductions should be brought to the attention of our HR Contact. If the Company does not completely and timely address your question, you should contact Helpside.

At their option, employees may receive their checks through Direct Deposit by completing and returning a Direct Deposit Authorization Form. Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. You may change your deposit selections at any time. If you choose direct deposit your check stub will be made available at the time of issuance through the Prism Employee Self Service Portal. (You will not receive a paper stub.)

## Timekeeping Procedures

Unless otherwise notified, each employee is required to accurately record his or her hours of work for the Company, through the use of a time card, an electronic timekeeping system, or a handwritten record. You are required to submit the time record promptly so that your time record can be reviewed before your paycheck is processed for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. “Off clock” work time is not permitted. “Hours worked” is defined by law as all time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor before working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

You will be informed on your first day on the job whether you are required to keep your time by a time clock, a time sheet or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections to your time card or time record must be initialed by you and your supervisor. Under no circumstances may any employee punch or record another employee's time card.

## **Meal Periods**

The Company provides meal periods according to applicable law.

## **Rest Periods**

The Company provides rest breaks according to applicable law.

## **Lactation Break**

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor or our HR Contact to request time to express breast milk under this policy. If the Company does not completely and timely address your request, you should contact Helpside. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

# **Company Benefits**

In addition to any paid time off that the Company may provide through a vacation or PTO policy, which if offered are described in a separate written policy, the Company provides eligible employees the following listed benefits. We reserve the right to terminate or modify these policies at any time, for any reason, with or without advance notice to employees.

## **Insurance & Retirement Benefits**

Through Helpside, the Company may offer the following insurance and retirement benefits to eligible employees. Please confirm with the Company which plans are applicable to you.

- Group Health Insurance
- IRS Section 125 Cafeteria Plan
- Group Life Insurance
- Group Disability Insurance

- Profit Sharing Plan
- 401(k) Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits. For more information regarding our company benefits, employees should contact our HR Contact.

## **State Mandated Insurance Benefit Programs**

The Company complies with applicable state law regarding required disability insurance benefits.

## **Workers' Compensation Insurance**

Workers' Compensation insurance provides benefits to employees who experience injury or illness connected with employment. To be eligible for Workers' Compensation benefits, the injury or illness must be a direct result of the job. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately.

The Company maintains a strict policy against discharging, threatening to discharge, or in any manner discriminating against any employee because he or she has filed or made known his or her intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board. If you feel you are being discriminated against in violation of this policy you should contact our HR Contact. If the Company does not completely and timely address your complaint of discrimination, you should contact Helpside.

## **Civic Duties**

The Company encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

**Jury Duty:** If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan the department's work with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

To the extent allowed under applicable law, employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

**Witness Duty:** If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

**Voting:** If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

## **Paid Sick Leave**

The Company provides paid sick leave as required under applicable state and local laws. For more information regarding this policy or to report any concerns or issues regarding this policy, employees should contact our HR Contact.

## **Leave for Emergency Rescue Personnel**

To the extent required by applicable law, the Company provides eligible employees who are volunteer firefighters, reserve peace officers, or emergency duty personnel unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. To the extent required by applicable law, the Company also provides such employees with temporary, unpaid leave to engage in fire, law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, please alert your supervisor and our HR Contact so that they are aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor and our HR Contact in writing as far in advance as possible. Also, you must provide the Company with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work.

You may choose to use any accrued vacation or sick leave time, if available, for an absence under this policy.

## **Leave for Victims of Felony Crimes**

To the extent required by applicable law, the Company provides employees who are victims of felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding in which a right of the victim is at issue. To take this leave, employees must provide the Company in advance with a copy of the notice of the proceeding. If advanced written notice is not possible, the employee must provide the Company with notice of the need for leave as soon as practicable and upon returning to work the employee must submit appropriate documentation evidencing the employee's attendance at the judicial proceeding.

## **Leave for Victims of Domestic Violence, Sexual Assault, or Stalking**

To the extent required by applicable law, the Company provides unpaid leave to employees who are victims of domestic violence, sexual assault, or stalking to attend legal proceedings or obtain or attempt to obtain any relief necessary, including to obtain a restraining order, or to take steps to ensure their own health, safety, or welfare, or that of the employee's child. Employees who are victims of domestic violence, sexual assault, or stalking may also receive unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence or sexual assault; 3) obtain psychological counseling for the domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, the employee must provide the Company with advance notice of the leave. If advanced notice is not possible, the employee must provide the Company with the following certification upon returning back to work: 1) a police report showing that the employee was a victim of domestic violence or sexual assault; or 2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

The employee may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition and consistent with applicable law, employees who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the employee's safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to a job structure. The employer will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations.

## **Pregnancy Disability Leave of Absence**

Consistent with applicable law, the Company provides employees who are pregnant with an unpaid leave of absence for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth).

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by applicable law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify our HR Contact of the need for a reasonable accommodation. If the Company does not completely and timely address your request, you should contact Helpside. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable. If you are affected by pregnancy or a related medical condition, please notify our HR Contact as soon as reasonably possible as we cannot provide you with reasonable accommodation unless we know of the need for such accommodation.

Prior to the start of the leave, we will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. Depending on your eligibility, medical insurance may be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

## **Discretionary Medical Leaves of Absence**

Employees who have completed at least ninety (90) days of employment may be eligible, subject to approval by the Company for up to four (4) weeks of unpaid leave of absence for medical reasons. Medical reasons may include illness, injury, or related medical and surgical procedures. Prior to the start of any approved leave under this policy, employees must submit a written statement to our HR Contact, in a form that is acceptable to the Company, from the employee's health care provider indicating that the employee is unable to perform his or her job and the anticipated date of the employee's return. In the event an employee's leave exceeds the anticipated date of return, it is the employee's responsibility to provide further verification from the employee's health care provider indicating that the employee is unable to perform his or her job and the revised anticipated date of return. Employees requesting leave under this policy must provide at least 30 days advance notice, to our HR Contact of the need for leave or in case of an unforeseen circumstance in which 30 days advance notice is not possible, employees must provide as much advance notice as is possible. While an employee is on leave under this policy the Company also may require periodic verification from the health care provider of the employee's inability to work.

Employees who are granted a medical leave of absence during their first 12 months of employment may return to their regular job if it is available. If it is not available, the Company will generally attempt to place the employee in a similar job for which he or she is deemed by management to be qualified, if such a job is available. If no jobs are available at the time, the Company will generally give the employee consideration for any position for which he or she applies and for which the employee is deemed by management to be qualified. A returning employee will be considered for a 30-day period following his/her notifying the Company in writing that he/she is ready to return to work. If the employee does not return within this 30-day period, he/she will be terminated. Medical insurance may be continued during the leave in accordance with the applicable plan document and COBRA.

You should speak directly with our HR Contact prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations. If the Company does not completely address your request for leave in a timely manner, you should contact Helpside. Failure to comply with this policy may substantially affect your ability to return to work.

## **Personal Leave of Absence**

The Company, in its sole discretion, may provide additional types of unpaid personal for up to a maximum of 30 days. An extension beyond 30 days will be considered on an individual basis.

Failure to report to work as scheduled following a leave of absence may result in discipline, including termination. Time spent on a personal leave under this policy will not be used for computing benefits such as vacation or holidays.

You should speak directly with your supervisor and our HR Contact prior to taking a leave under this policy to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. If the Company does not completely address your request for leave in a timely manner, you should contact Helpside. Failure to comply with this policy may substantially affect your ability to return to work. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

## **Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. If the Company does not completely address your request for military leave in a timely manner, you should contact Helpside.

# **What We Expect of You**

## **Overview**

This section of the Handbook discusses your responsibilities to the Company as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company may lead to discipline, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your supervisor or our HR Contact.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

## **Employee Conduct**

### **Absenteeism and Tardiness**

Each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Leaving a message, voice mail or sending an email does not qualify as notifying your supervisor—you must personally contact your

supervisor. If you are required to leave work early, you must also personally contact your supervisor and obtain his/her permission.

When absence is due to illness, the Company may require appropriate medical documentation.

Although an employee may be terminated at any time for failing to report to work without contacting the Company, if an employee fails to report for work or call in for four (4) consecutive calendar days they will generally be considered to have abandoned their job and may be subject to discipline, including termination.

## **Alcohol and Drug Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana) or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from Company property. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana, regardless of prescription), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

### **Prescription Drugs**

With the exception of medically-prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition that impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Who is Tested**

Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

### **Discipline**

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

## **Enforcement Policy**

To enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by the Company.

## **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Company premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

## **What Happens When an Employee Tests Positive for Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

## **Fraud, Dishonesty and False Statements**

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, workplace injury report, time sheet, time card, investigative questionnaires, or any other work-related document. Employees are likewise prohibited from making any material dishonest or false statement to co-worker, supervisor, vendor, client, or customer with respect to the performance of the employee's job duties. Any employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to our HR Contact immediately.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with an employee's job with the Company. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from our HR Contact.

## **Sleeping**

Everyone needs to be fully alert while on the job to protect the safety of all employees and to properly serve our customers. Therefore, the Company cannot tolerate sleeping or inattention on the job.

## **Smoking**

Smoking is prohibited in all Company buildings and vehicles. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where paint and flammable materials are present. As smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

## **Solicitation - Distribution Policy**

Our main job at the Company is to give our customers the best service possible. In order to allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

### **Theft**

To protect you, your co-workers and the Company, we reserve the right to inspect all purses, briefcases, packages, lockers and vehicles on the Company's property. If you must remove Company property from the premises, you must obtain written permission in advance from your supervisor.

## **Workplace Violence Policy**

The Company has a zero tolerance for violent acts or threats of violence against our employees, applicants, customers or vendors.

We do not allow fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, customer or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

## **Procedures and Guidelines**

### **Bulletin Boards**

The Company may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Company. No information may be placed on these bulletin boards without the prior approval of our HR Contact.

### **Company Keys/Entry Cards**

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See our HR Contact if you need another key and/or entry card. All keys and/or entry cards must be turned in to our HR Contact upon request, or upon separation from the Company. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Conflicts of Interest**

Company policy prohibits employees from engaging in any other business that competes with the Company. Company policy also prohibits an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of the Company, except with the knowledge and written consent of our HR Contact is also prohibited. Employees who believe that there is a possibility that any business venture of theirs may conflict with this policy, are responsible to notify our HR Contact and obtain his/her approval in writing.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Safety**

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee shall be instructed regarding the Company's injury prevention program. Each employee is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

## **Searches and Inspections**

To protect the safety and property of all of our employees, the Company reserves the right to inspect employees' lockers, desks, cabinets, briefcases, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Company computers are for business purposes only and should not be used for non-work related matters. Use of Company computers for unauthorized purposes is prohibited. Electronic mail and voice mail messages are to be used for business purposes only and are considered Company property. The Company may access its computers at any time with or without prior notice and the employee should not assume that any data stored in Company computers is confidential.

## **Technology and Information**

### **Cellular Phones, Smart Phones, Tablets, and Other Handheld Electronic Devices**

While at work, employees are expected to exercise the same discretion in using personal cellular phones, smart phones, tablets, and other handheld electronic devices ("personal handheld devices") as is expected for the use of all Company devices and equipment. Excessive use of personal handheld devices during the workday can interfere with employee productivity and be distracting to others. Employees should use their good judgment to reasonably limit personal calls, and personal text messaging, instant messaging, emailing and other means of electronic communications during work time. Employees are asked to use personal handheld devices for personal use outside of working hours, and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate

attention. The Company will not be liable for damage to, or loss of, personal handheld devices brought into the workplace.

### **Personal Use of Company-Provided Handheld Devices**

Where job or business needs demand immediate access to an employee, the Company may issue a business-owned handheld device to an employee for work-related communications. These Company-owned handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the Company's handheld devices.

### **Recording Devices**

To maintain the security of Company premises and systems, and the privacy of our employees and customers, the Company prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording capabilities. Employees are prohibited from taking photographs or copying for their own use, or for another person's use, confidential business documents not related to employee's own wages or working conditions at any time. Employees may not use a cell phone, camera phone, or any other handheld device in a manner that violates the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic, the Company's Equal Employment Opportunity Policy, or other Company policies. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

### **Safety Issues for Handheld Devices**

Employees are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. If an employee needs to make a phone call while driving, the employee must use a hands-free device. However, under no circumstances may an employee while driving use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

### **Reimbursement**

The Company reimburses employees for business expenses reasonably incurred in performing their duties, including employees' mandatory use of their personal handheld devices. If your job requires you to use your personal handheld device, such usage will generally be reimbursed at a reasonable rate, subject to the approved submission of a copy of your personal handheld device bill within a reasonable time after you receive your bill. If you believe that the business that is being conducted via your personal handheld device results in an expense to you that is greater than what the Company is offering, please contact our HR Contact. To the extent possible, employees should conduct Company business by using a Company-provided line rather than by their personal handheld devices.

### **Computers, Databases, E-Mail, Voice Mail and the Internet**

The following policy governs the use of all Company controlled computer equipment and software, collectively referred to hereinafter as "Company Computer Systems." The Company Computer Systems includes all computing/processing assets either owned, leased, internally developed, or otherwise within the company's control, including servers, computers, laptops, tablets, handheld devices, storage devices, electronic devices, cell phones, smart phones, scanners, copiers, fax machines, databases, applications, cloud services, and network infrastructure used for Company business (including e-mail, voice mail, Internet access, data processing, data storage, and application development, installation, and maintenance). The

policy also governs all personal devices used for Company business including tablets, handheld devices, laptops, cell phones, smart phones, portable storage devices, or home computers that are connected with or to the Company's computer system on a regular or intermittent basis, but which otherwise are not Company Computer Systems. This policy may not be changed except in a written document issued by our HR Contact.

Every component of the Company Computer Systems is the Company's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored, transmitted or received via Company Computer Systems remain the sole and exclusive property of the Company. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the Company Computer Systems in any manner that is unlawful, inappropriate wasteful of Company resources, or contrary to the Company's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

### **Company Property**

All software that has been installed on the Company Computer Systems is Company property and may not be used for any non-business, unlawful, or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on the Company Computer Systems and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company, and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Company.

Upon termination of employment, an employee shall not remove any software or data from Company Computer Systems and shall completely remove all data collected, downloaded and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business.

### **Proper Use**

Employees are strictly prohibited from using the Company Computer Systems, or personal computers used for Company business, for any purpose that violates this or any other Company policy, or for any other improper purpose such as the unauthorized or improper access or transfer of company trade secrets or confidential and proprietary information. Further, the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic extends to the use of the Company Computer Systems and personal computers used for Company business. Any employee who uses the Company Computer Systems in violation of these policies, or any other Company policy will be subject to discipline, up to and including immediate termination.

### **Prohibited Use Under Any Circumstances**

It is not possible to identify every type of inappropriate or impermissible use of the Company Computer Systems. Employees are expected to use their best judgment and common sense at all times when accessing or using these systems. The following conduct, however, is strictly prohibited at any time under any circumstances:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state and local laws.
- Employees may not use the Company's computer systems in any way that violates the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not access, browse,

transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer/client, or other outside party.

- Employees may not use the Company's computer systems in any manner that violates the Company's Employee Conduct Rules.
- Employees may not use the Company's computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use the Company's computer systems for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, email and Internet systems without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs or play electronic games through the Company's computer systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Company's computer systems.

#### **Prohibited Use During Working Time**

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through the Company's computer systems.
- Employees may not access Company computer systems for any purpose which does not advance the employer's legitimate business interests.
- Employees may not download, transmit, stream or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms and message boards, unless such activity is necessary for business purposes.

#### **Unsolicited E-mail**

Email has become an extremely important and efficient means of communication. However, the abuse of email systems, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. Employees are responsible for complying with the federal Anti-Spam regulations, and therefore employees may not use the Company's computer systems to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products and services without prior authorization.
- Promoting an employee's own personal business, goods, products and services.
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.

- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside e-mail, employees should delete unfamiliar or suspicious e-mail from outside the Company without opening it.

### **Monitoring**

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in the Company Computer Systems or personal computers used for Company business, or on the Company's voicemail system may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for the Company Computer Systems or personal computers used for Company business to our HR Contact. Changing passwords or creating new passwords without notifying our HR Contact is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Company Computer Systems and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using the Company Computer Systems and/or Company data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

### **System Integrity**

Because outside storage devices may compromise the Company's systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from our HR Contact, and (2) scanning the data for viruses. Any employee who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Company's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, or who access the computer systems and information it stores and processes without authorization may additionally be subject to criminal prosecution and/or substantial civil money damages.

### **Fax Machines, Copiers, and Scanners**

Any non-business use of the fax machines, copiers, and/or scanner and copy machines must be approved in advance by our HR Contact. Employees are prohibited from using these machines for the purpose of scanning, transmitting, receiving or copying materials which may be deemed offensive or insulting or in violation of the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic, or any other Company policy. Any employee who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to our HR Contact.

## **Protection of the Company's Trade Secrets and Confidential Information**

As part of their employment with the Company, employees may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company which employees prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination or cessation of employment, or at the Company's request at any time. To the extent an employee has entered into a Confidentiality Agreement, Non-Disclosure Agreement, or other similar agreement ("Agreement"), and the terms of such Agreement conflict with this Policy, the terms of the Agreement will control. In all other aspects, this policy shall apply.

## **Social Media, Social Networking and Blog Policy**

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

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure that employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in, or refrain from, such activities.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Employees are prohibited from the following:

- Using or disclosing the Company's trade secret information or proprietary information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to wages, hours and working conditions.
- Using or disclosing a client's, vendor's, partner's or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
- Posting or displaying content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by the Company, disclosing or publishing any promotional content, as defined above, about the Company or its products.
- Engaging in activities that involve the use of social media that violate other established Company policies or procedures.
- Using social media while on work time, which is the time employees are engaged in work, unless it is being done for Company business and with the authorization of the Company.
- Posting a photograph of a supervisor, manager, vendor, supplier, or customer without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact our HR Contact.

Employees may not use Company-owned equipment, including computers, Company-licensed software or other electronic equipment, nor facilities nor Company time, to conduct personal blogging or social networking activities.

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

**Social media account ownership.** To the extent an employee is authorized as part of his/her job duties to use social media account(s) to advance the employer's interests, the employer, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

## Unauthorized Interviews

Employees should not speak to the media on the Company's behalf without contacting our HR Contact. All media inquiries should be directed to our HR Contact.

# Change In Status

## Changes In Personnel Records

To keep your personnel records up to date, to ensure that the Company has the ability to contact you, and to ensure that the appropriate benefits are available to you, employees are expected to notify the Company promptly of any change of name, address, phone number, number of dependents, or other applicable information.

## Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources should be directed to our HR Contact. No information should be given regarding any employee by any other employee or manager to an outside source.

## Notice of Resignation

In the event you choose to resign from your position, we ask that you give us at least two weeks' written notice. Upon your separation from the Company, you are responsible for returning Company property in your possession or for which you are responsible.

## Exit Interview

Any employee leaving the Company may be asked to participate in an exit interview conducted by our HR Contact. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Company property or other matters related to the termination.

## To Sum It All Up

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful in your work at the Company. Once again, welcome to our Company, and we look forward to working with you.

# EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND

## AT-WILL AND ARBITRATION AGREEMENT

By signing below, I acknowledge that I have received my copy of the Company's Handbook and that I will familiarize myself with its contents.

1. I understand that this Handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time, although only changes in writing issued by an authorized representative are binding on the Company. The Company retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time. However, the policy of "at-will employment" (Paragraph 2) and the Arbitration Agreement (Paragraph 4) may only be changed, altered, revised or modified through a written agreement signed by myself, Helpside, and an authorized representative of the Company.

2. At-Will Employment/Relationship. I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment. I understand that my employment, position and compensation with the Company are on an at-will basis, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment with the Company at any time, with or without cause or advance notice, and the Company has the same right. I also understand that my at-will employment status may not be changed except in writing signed by me and an authorized Company representative. Similarly, my relationship with Helpside is "at-will," it may be terminated by me or Helpside with or without cause or advance notice, and only a written agreement between me and Helpside can change this at-will status. This document supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my relationship with the Company and Helpside.

3. Notwithstanding the foregoing, this Acknowledgement and Agreement does not supersede any executed written agreements that I may have entered into with the Company with respect to confidentiality of information, intellectual property, invention assignments, retention of documents, solicitation of customers or employees, and/or conflicts of interest guidelines. Furthermore, this Acknowledgement and Agreement does not supersede any written agreement that I may have entered into with the Company for something other than at-will employment, so long as such agreements have been memorialized in a fully executed written agreement, signed by an authorized representative of the Company. To the extent I have a written agreement with the Company for something other than at-will employment, I acknowledge and agree that my relationship with Helpside remains at-will.

4. Arbitration. I further acknowledge that the Company and Helpside utilize binding arbitration to resolve disputes, as set forth in the applicable Arbitration Agreement. I understand and agree that I will be required to execute the applicable Arbitration Agreement, which by this reference is incorporated into this Acknowledgment.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
DATE

[RETAIN IN EMPLOYEE PERSONNEL FILE]