

# **EMPLOYEE HANDBOOK**

August 2021

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# Introduction

## Welcome

Welcome! We (“the Company”) have teamed up with Helpside, Inc. (“Helpside”), a full-service Professional Employer Organization (PEO) that provides human resource services. Helpside’s expertise in payroll, benefits, and workforce compliance allows companies like ours to focus on our core business objectives.

Helpside assists us with certain specific human resources and administrative functions, which may include payroll, benefits, unemployment insurance, workers’ compensation insurance, disability insurance and 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.

Effective communication is critical to the success of any 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. 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 your supervisor or 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,<sup>1</sup> 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. The Company may change any of its policies, procedures, benefits, or other matters described in this Handbook or elsewhere with or without notice, at the sole option of the Company, without prior agreement by any employee. Neither this Handbook, employment with the Company, nor any other document shall be construed as a contract with the Company regarding any of the matters addressed in any handbooks or policies.

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<sup>1</sup> Some Helpside client employers have their own, company-specific employee handbook. In the event that the Company has a client-specific handbook and there is a conflict between this handbook and the Company’s client-specific handbook, the client-specific handbook shall govern.

# Let's Communicate

## Employee Relations Philosophy

Our Company is dedicated to providing an excellent employee experience. We will always endeavor to maintain good working conditions, competitive wages and benefits, open communication, 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 we can do.

Our problem-solving procedure offers employees the freedom to discuss any job-related concerns with their supervisors. If you have a problem, it can usually be resolved by following these steps:

1. Whenever possible, 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 brought to its our attention seriously. We will work to address your concerns as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

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

### At-Will Employment

Unless otherwise agreed to in a writing signed by you and the Company's president or CEO, your employment with the Company is at-will. This means that ***your employment, position, and compensation with the Company may be changed or terminated at the will of the Company, at any time, for any reason or no reason at all. You have the right to terminate your employment with the Company at any time, with or without cause or advance notice, and the Company has the same right.***

### 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 federal, state and local laws that apply to the Company. Helpside endorses these principles in its provision of services to the Company.

The Company is also committed to complying with the laws applicable to the Company that protect 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**

To the extent required by applicable state and federal laws,<sup>2</sup> the Company will provide a work environment that is free of unlawful harassment, discrimination, and retaliation. To the extent required by law, the Company 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 or romantic 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

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<sup>2</sup> The application of federal and state employment laws often depends on an employer's number of employees. By adopting this handbook, small employers do not become subject federal and state laws and do not accept legal obligations beyond the obligations imposed by laws applicable to them.

invitations;

- physical conduct, such as touching, groping, or assault;
- 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 in accordance with all applicable laws.

## **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 worksite supervisor or 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. Unless employment extends beyond 12 months, the employment status of temporary employees will not be changed due to an extension of employment more than originally planned.

#### Seasonal Employees

Seasonal employees are employees who are employed to work during a regular season for less than 6 months. Seasonal positions open and close during the same months of the year following a regular pattern. Unless otherwise required by applicable law, seasonal employees are not eligible for benefits through Helpside.

#### 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.

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 Employee Portal found on helpside.com. (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 timecard, an electronic timekeeping system, or other approved, written 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 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 timecard or time record must be initialed by you and your supervisor. Under no circumstances may any employee punch or record another employee's timecard.

## **Meal Periods**

The Company provides meal periods according to applicable law.

## **Rest Periods**

The Company provides rest breaks according to applicable law.

## **Lactation Break**

To the extent required by law, 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 reasonably 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, paid 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 it employs fewer than 50 employees and the additional break time would impose an undue hardship.



# 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 may provide 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 and 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**

The Company provides time off to vote as required under applicable state and local laws. If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, please contact your direct supervisor or HR Contact. 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**

Some states require employers to provide leave for emergency personnel. Thus, 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. **Company sponsored insurance may or may not be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to medical leave. Please reach out to your worksite employer and Helpside with questions on how your benefits may be impacted during your leave.**

## **Discretionary Medical Leaves of Absence**

Employees may be eligible for medical leaves of absence in accordance with applicable law and at the discretion of the Company. 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 practicable. 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 may be terminated. **Company sponsored insurance may or may not be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to medical leave. Please reach out to your worksite employer and Helpside with questions on how your benefits may be impacted during your leave.**

You should speak directly with our HR Contact prior to taking a leave to ensure your understanding 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 and your enrollment in company sponsored benefits.

## **Personal Leave of Absence**

The Company, in its sole discretion, may provide additional types of unpaid personal leave. Leave of more than 30 days may impact your eligibility to remain on company-sponsored insurance.

Failure to report to work as scheduled following time off of any kind may result in discipline, including termination. Time spent on a personal leave under this policy will not be used for accruing 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. Requests for personal leave must be made to your supervisor in writing. 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 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/Employee Conduct**

## **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 Company policies and rules may warrant disciplinary action. Forms of discipline that the Company may elect to use include verbal corrections, written warnings, final written warnings, and/or suspensions. The system is not formal, and the Company may, at its sole discretion, deviate from any order of progressive disciplinary actions and utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The Company's discipline policy in no way limits or alters the at-will employment relationship. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right. 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.

## **Absenteeism and Tardiness**

Each employee is expected to be at his or her workstation on time each day and to remain there throughout his or her scheduled hours. Absenteeism or tardiness, even for good reasons, is disruptive to 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 a text or 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 first.

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 three (3) 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 a 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 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. During your regular working hours, you are expected to devote your full time and ability to the Company's interests. 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. When, in the Company's estimation, employment outside regular working hours harms a person's ability to meet regular job responsibilities, such employment or commitments are prohibited.

### **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 while on duty.

## **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**

In order to allow employees to give their jobs adequate 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 always prohibited on Company premises. 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.

## **Workplace Violence Policy**

The Company has a zero tolerance for violent acts or threats of violence against our employees, applicants, customers or vendors. This prohibition extends to fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises. An employee may store a firearm in their vehicle in a company parking lot only if allowed by applicable state law and only in accordance with such laws.

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 credible threats will be taken seriously and investigated 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 Company management.

## **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. 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 your supervisor or 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 current 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.

## **Searches and Inspections**

To protect the safety and property of all of our employees and to avoid theft, 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 property, belong to the Company and may be inspected at any time. Employees have no expectation of privacy regarding any use of Company equipment or property. Company computers and hand-held devices are for business purposes only and should not be used for non-work-related matters. Furthermore, the use of Company property for any unauthorized purpose 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 and hand-held devices at any time with or without prior notice and the employee should not assume that any data stored therein 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, smart watches, 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. There are some tasks and jobs during which any use of personal handheld devices is in appropriate or unsafe. The Company reserves the right to further restrict the use of personal handheld devices based on business considerations.

### **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 or other personal handheld devices 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 personal 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 will not be disciplined for delays in communication associated with compliance with this policy.

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. For business, security, and related reasons, including ensuring proper use and precluding

misuse, the Company reserves the right to monitor the use of Company Computer Systems. As a condition of employment or continued employment with the Company, employees consent to whatever monitoring the Company, in its discretion, decides to conduct, including the interception and review of e-mail, voicemail, telephone, fax, or other communications. No Company Equipment shall be coded in any way that could restrict this monitoring.

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, 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 burdens 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, exchanged, 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 using whatever reasonable means necessary. 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 upon request.

## **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 on the Company's computer system without prior approval from the IT department or your manager.

## **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 your supervisor. 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.

Notwithstanding the foregoing confidentiality obligations, pursuant to the federal Defend Trade Secrets Act, 18 U.S.C. § 1833(b), employees shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

## **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/applications including, but not limited to, LinkedIn, Facebook, Instagram, 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, which 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 Secrets/Confidential Information.
- Misusing or disclosing a client's, vendor's, partner's or supplier's Trade Secrets/Confidential Information 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.
- 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 co-worker, 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, emergency contact information, phone number, number of dependents, or other applicable information.

### **Outside Inquiries Concerning Employees**

All inquiries from outside sources concerning current or former employees should be directed to our HR Contact. Requests for Verification of Employment can be directed to Helpside. Except as set forth above, no information should be given regarding any employee by any other employee or manager to an outside requestor.

### **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.

## **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. If you ever have any questions about this handbook or any company policy, ask your supervisor, the HR Contact, or another member of management. Once again, welcome to our Company, and we look forward to working with you.

# Appendix A

Employees who work for larger companies (at least 50 employees) may be eligible for job and benefit protection under the Family Medical Leave Act (FMLA). Not all employers are covered and not all employees are eligible. Please reach out to your HR Contact or Helpside if you have questions on whether FMLA benefits apply to you.

## Family and Medical Leave Act

For covered employers, the Family and Medical Leave Act (FMLA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

## Employee Eligibility

To be eligible for FMLA leave, you must:

- have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
- have worked at least 1,250 hours for the Company over the 12 months preceding the date your leave would commence; and
- currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

## Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

- birth of a child, or to care or bond with a newly-born child (up to 12 weeks);
- placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care or to care or bond with the child (up to 12 weeks);
- to care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition (up to 12 weeks);
- because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
- to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
- to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

## Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions,

the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

## Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by measuring forward. The 12-month period is measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period.

- For example: Lucia's FMLA leave begins on November 6, 2020 so her 12-month period is November 6, 2020 through November 5, 2021.

For leave to care for a covered servicemember, the Company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends 12 months after that date.

FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

## Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. The company may choose to not allow intermittent leave for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care, and may require that leave be taken in at least two week increments within 12 weeks of the baby's birth or placement. Employees who require intermittent or reduced-schedule leave for any reason must try to schedule their leave so that it will not unduly disrupt the Company's operations. Intermittent leave is permitted at the same intervals as provided in the Company's paid leave policies.

## Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. To substitute paid leave for FMLA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

## Maintenance of Health Benefits

If you and/or your family participate in our group health plan and qualify for FMLA, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. The Company may require you to make arrangements to pay your share of health plan premiums while on leave or pay it upon return from leave. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. 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.

## Notice and Medical Certification

When seeking FMLA leave, you must provide:

- 30 days advance notice of the need to take FMLA leave to the HR Contact, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances;
- medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may



delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination. You should speak directly with the HR Contact prior to taking a leave to ensure your understanding of all of your obligations while on leave, such as reporting and verification obligations. If the Company does not completely and timely address your request for leave, you should contact Helpside. Failure to comply with this policy may substantially affect your ability to return to work.

## **Employer Responsibilities**

To the extent required by law, the Company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well as the employee's rights and responsibilities. The Company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the employee will be notified, and the Company will provide a reason for the ineligibility.

## **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

## **Other Employment**

The Company generally prohibits employees from holding other employment, including self-employment while on a leave under this policy. This policy remains in force during all leaves of absence including FMLA leave and violation of this policy may result in disciplinary action, up to and including immediate termination of employment.

## **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

## **Employers' Compliance with FMLA and Employee's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

While the Company encourages employees to bring any concerns or complaints about compliance with the FMLA to the attention of the HR Contact, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, the FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by the FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Military-Related FMLA Leave**

The Company also provides FMLA leave to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

#### **Definitions**

A "covered servicemember" is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of Military-Related FMLA Leave, the term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging

alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

## **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.