


**ORIGIN INVESTIGATIONS INC.**

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# **MANUAL OF POLICY AND PROCEDURE**

**(CONTRACTOR)**

**REVISED  
09/2024**

## **INTRODUCTION**

### **History**

Origin is a full-service private investigation and intelligence agency. We provide services to governments, corporations, law firms, and individuals. Our investigators and operatives have extensive knowledge and training acquired through law enforcement, intelligence, and private sector experience. Origin is a registered United States federal government contractor (7R8N0) and a licensed private investigation agency with the State of California (187863).

### **Mission and Vision**

Our investigators specialize in matters related to criminal investigations, intelligence gathering, corporate and insurance fraud, surveillance, background investigations, computer forensics, threat assessment, and missing persons. We maintain an extensive network of assets to assist with cases throughout the United States and abroad.

### **Core Values**

- Origin works tirelessly to expose hidden or misunderstood evidence. With our uncommon depth of diligence, we find the answers that have eluded others.
- We focus on the details of every case. Our understanding of the real world injects our findings with authenticity to which clients and courts can relate.
- Origin reports are clear, comprehensive, and decisive. We account for alternative explanations and strive for definitive assessments whenever the facts allow.
- Our investigators are experienced professionals and are able to maintain critical focus during high-profile investigations and contentions court proceedings.
- Origin responds to what you think is urgent. We meet our deadlines while maintaining flexibility to serve the constantly changing priorities and schedules of our clients.

### **Purpose of the Manual of Policy and Procedure**

This manual of policy and procedure is presented as a matter of information and has been prepared to inform contractors about the Agency's philosophy, policies, and business conduct. While this manual is not intended to be a book of rules and regulations or a contract, it includes important guidelines which may be of help. Due to the nature of the fast-paced changes within industries, the manual can be amended at any time.

This manual of policy and procedure will not answer every question contractors may have, nor would the Agency want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help contractors feel comfortable with us. The Agency depends on its contractors; their success is our success. Please don't hesitate to ask the dedicated point of contact questions. We believe contractors will enjoy their work.

No one other than authorized management may alter or modify any of the policies in this manual. No statement or promise by a supervisor, manager, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with a contractor.

Should any provision in this manual be found to be unenforceable and invalid, such a finding does not invalidate the entire manual, but only the subject provision. Nothing in this manual is intended to infringe upon contractor rights.

We ask that contractors read this guide carefully, become familiar with the Agency and our policies, and refer to it whenever questions arise.

### **Background Checks**

The Agency may conduct an initial background check on any applicant or contractor with their signed consent and periodic background checks thereafter. A background check may consist of prior employment verification, reference checks, education confirmation, criminal background, credit history, or other information, as permitted by law (if permitted by AB 22). Third-party services may be hired to perform these checks. Refusal to consent to a background check may result in termination of services.

## **CONDUCT AND BEHAVIOR**

### **General Conduct Guidelines**

Contractors are advised to exercise common sense and courtesy at all times, for the benefit of clients, peers, and the Agency as a whole. Professionalism is expected, as is respect for the safety and security of people and property. Failure to meet these expectations may be grounds for the termination of services. Though this is not an exhaustive list, the following are examples of unacceptable conduct that affect the quality of service.

- Failure to follow the policies outlined in this manual.
- Negligent, careless, or inconsiderate treatment of clients or their information.
- Theft, misappropriation, or unauthorized possession or use of any property that does not belong to the contractor.
- Unauthorized removal of Agency property from the premises.
- Sharing trade secrets or other confidential business information with anyone who does not have an official need to know.
- Accessing, without authorization, confidential information pertaining to clients or contractors.
- Falsifying or changing any type of Agency, client, or contractor document or record without authorization.
- Willfully, negligently, or carelessly damaging, defacing, or mishandling property of the Agency, a client, or a contractor.
- Taking or giving bribes of any nature.
- Entering Agency premises without authorization.
- Violating security, safety, or fire prevention regulations, or tampering with safety equipment.
- Unauthorized use of a personal vehicle for Agency business.
- Conduct that is illegal under federal, state, or local law.
- Creating a disturbance on Agency premises.
- Use of abusive language.
- Any rude, discourteous, or unbusinesslike behavior, on or off Agency premises that adversely affects the Agency services, operations, property, reputation, or goodwill in the community, or interferes with work.
- Insubordination or refusing to follow instructions from a supervisor or manager; refusal or unwillingness to accept a job assignment or to perform job requirements.
- Leaving during scheduled work hours without notice.
- Sleeping during regular working hours.
- Recording time for another contractor or having time recorded by another contractor.
- Use or possession of illegal drugs on Agency premises at any time.
- Use of alcohol or illegal drugs during working hours or working under the influence of intoxicants.
- Unauthorized possession of a weapon on Agency premises.
- Illegal gambling on Agency premises.
- Soliciting, collecting money, vending, and posting or distributing bills or pamphlets during agreed upon working hours. Such activity by contractors during non-working time is not restricted so long as such activity does not interfere with the regular operation of business, is orderly, lawful, in good taste, conducted in an orderly manner, and does not create a safety hazard or a mess.

### **Sexual and Other Unlawful Harassment**

The Agency is committed to providing a work environment free of harassment in any form, including inappropriate and disrespectful behavior, intimidation, and other unwelcome conduct directed at an individual because of their inclusion in a protected class. Applicable federal and state law defines harassment as unwelcome behavior based on someone's inclusion in a protected class. Sometimes language or actions that were not expected to be offensive or unwelcome actually are, so contractors should err on the side of being more mindful to the feelings of others rather than less.

The following are examples of harassment; behaviors not in this list may also be considered harassment:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Retaliation or threats of retaliation for refusing advances or requests for favors;
- Leering, making sexual gestures or jokes, or commenting on a contractor's body;
- Displaying sexually suggestive content;
- Displaying or sharing derogatory posters, photographs, or drawings;
- Making derogatory epithets, or slurs;
- Ongoing teasing about a contractor's religious or cultural practices;
- Ongoing teasing about a contractor's sex, sexual orientation, or gender identity;
- Physical conduct such as touching, assault, or impeding or blocking movements

Sexual harassment on the job is unlawful whether it involve harassment by peers, harassment by a manager, or harassment by persons doing business with or for the Agency, such as clients, customers or vendors.

### Retaliation

Any form of retaliation against someone who has expressed concern about any form of harassment, refused to partake in harassing behavior, made a harassment complaint, or cooperated in a harassment investigation, is strictly prohibited. A complaint made in good faith will under no circumstances be grounds for disciplinary action. Individuals who make complaints that they know to be false may be subject to disciplinary action, up to and including termination of services.

### Enforcement

All managers and supervisors are responsible for:

- Implementing the Agency's harassment policy;
- Ensuring that all contractors they supervise have knowledge of and understand the Agency policy;
- Reporting any complaints of misconduct to the designated Agency representative, Jayden Brant, so they may be investigated and resolved internally;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy; and
- Conducting themselves in a manner consistent with the policy.

### Addressing Issues Informally

Contractors who witness offensive behavior in the workplace - whether directed at them or another contractor - are encouraged, though not required, to immediately address it with the contractor whose behavior they found offensive. A contractor who is informed that their behavior is or was offensive should stop immediately and refrain from that behavior in the future, regardless of whether they agree that the behavior could have been offensive.

### Harassment Complaint Procedure

Contractors are encouraged to use the Complaint Procedure to report behavior that they feel is harassing, whether or not that behavior is directed at them. The Complaint Procedure provides for immediate, thorough, and objective investigation of claims of harassment. Appropriate disciplinary action will be taken against those who are determined to have engaged in harassing behavior.

### **Abusive Conduct**

Abusive conduct means malicious conduct in the workplace that a reasonable person would find hostile or offensive and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe.

The Agency considers abusive conduct in the workplace unacceptable and will not tolerate it under any circumstances. Contractors should report abusive conduct to a manager or Human Resources. Managers are responsible for ensuring that contractors are not subjected to abusive conduct. All reports will be treated seriously and investigated when appropriate. Contractors who are found to have engaged in abusive conduct will be subject to discipline, up to and potentially including termination. Retaliation against a contractor who reports abusive conduct or verifies that it took place is strictly prohibited.

## **Complaint Procedure**

The Agency has established a procedure for a fair review of complaints related to any workplace controversy, conflict, or harassment. Contractors may take their complaint directly to the person or division listed in Step 2 if the complaint is related to their supervisor or manager or if the contractor feels the supervisor or manager would not provide an impartial resolution to the problem.

### Step 1

The complaint should be submitted orally or in writing to a supervisor or manager within three working days of the incident or as soon as possible. Sooner is better, as it will assist in a more accurate investigation, but complaints will be taken seriously regardless of when they are reported. Generally, a meeting will be held within three business days of the contractor's request, depending upon scheduling availability. Attempts will be made to resolve the issue during the meeting, but regardless of whether there is an immediate resolution, the supervisor or manager will give the contractor a written summary of the meeting within three business days. Resolution may take longer if further investigation of the complaint is required. If the contractor is not satisfied with the resolution, they may proceed to Step 2.

### Step 2

The contractor may submit an oral or written request for review of the complaint and Step 1 resolution to Jayden Brant or a designated investigator. This request should be made within three working days following the receipt of the Step 1 resolution. Jayden Brant or the designated investigator will review the complaint and resolution and may call an additional meeting to explore the problem. If warranted, additional fact-finding will be undertaken. A final decision will be rendered within 10 working days after receiving the Step 2 request, and a written summary of the resolution will be provided to the contractor who filed the complaint.

## **Corrective Action**

A high level of job performance and professionalism is expected from each contractor. In the event that a contractor's job performance does not meet the standards established for the position, they violate Agency policies or procedures, or their behavior is otherwise unacceptable, corrective action may ensue. Corrective action may include, but is not limited to, coaching, oral or written warnings, and termination of services. The type and order of actions taken will be at management's sole discretion and the Agency is not required to take any disciplinary action before making an adverse decision, including termination of services.

## **COMPENSATION**

### **Pay Periods**

The designated pay period for all contractors is bi-weekly. Paydays are every other Friday. Except as otherwise provided, if any date of paycheck distribution falls on a holiday, contractors will be paid on the preceding scheduled workday.

### **Timekeeping**

All hours worked by contractors shall be duly documented and submitted to the Agency in accordance with the agreed-upon procedures. The use of the timekeeping system to record hours worked is highly recommended for administrative purposes, such as invoicing, project tracking, and maintaining accurate records for payments and reporting.

### **Expense Reimbursement**

The Agency will cover all reasonable, business-related expenses. Any cost that does not fall within the guidelines below must be approved by the appropriate manager *before* the expense is incurred. Contractors may not be reimbursed for expenses that were not approved in advance and are deemed unnecessary or extravagant.

The following types of expenses may be reimbursable under this policy:

- Travel expenses including airfare, reasonable airline luggage fees, train fare, bus, taxi, and related tips
- Mileage on a personal vehicle at the current IRS reimbursement rate

The following expenses are examples of expenses not reimbursable under this policy:

- Airline club dues
- Traffic fines
- Tips in excess of 20%
- In-flight movies, mini-bar expenses, and other forms of personal entertainment
- First-class airfare

No policy can anticipate every situation that might give rise to legitimate business expenses. Reasonable and necessary expenses not listed above may be reimbursable. When prior approval is required, managers should use their best judgment to determine if an unlisted expense is reimbursable under this policy.

### **Documentation**

Requests for reimbursement of business expenses must be submitted on the Expense Report Template. In order to comply with IRS regulations, all business expenses must be supported with adequate records; contractors are responsible for keeping these records as expenses are incurred. These records must include:

- The amount of the expenditure
- The time and place of the expenditure
- The business purpose of the expenditure
- The names and the business relationships of individuals for whom the expenditures were made

Requests for reimbursement lacking this information will not be processed and will be returned to the contractor. While original receipts are preferred for all expenses, they are required for those greater than \$25.00. Requests for exceptions to this policy should explain why the exception is necessary and be approved by management.

### **Approvals**

Expense reimbursement forms, together with required documentation, must be submitted to the contractor's manager for review and approval. Once the expense reimbursement has been approved, it should be submitted for processing no more than 30 days after the expenses occurred. Managers approving expense reports are responsible for ensuring that the expense report has been filled out correctly with the required documentation and that the expenses submitted are allowable under this policy.

### **Advances and Loans**

The Agency does not give advances or loans to contractors.

## **HEALTH, SAFETY, AND SECURITY**

### **Non-Smoking**

Any law that prohibits smoking in any public building or within 20 feet of a main entrance, exit, or window of a public building must be abided. The Agency does not permit smoking in any Agency buildings, facilities, work sites, or vehicles. Contractors wishing to smoke should do so during their break times, outside Agency buildings in designated areas, and in accordance with local ordinances.

### **Drug and Alcohol**

The Agency is dedicated to providing contractors with a workplace that is free of drugs and alcohol. While on Agency premises, whether during work time or non-work time, contractors are prohibited from being under the influence of drugs or alcohol. There are limited exceptions for the use of prescription drugs (not including marijuana), as long as they do not create safety issues or impair a contractor's ability to do their job, and the moderate use of alcohol at Agency-sponsored or sanctioned events.

Contractors are strictly prohibited from possessing illegal drugs, cannabis, or excessive quantities of prescription or over-the-counter drugs while on Agency premises, performing Agency-related duties, or operating any Agency equipment. Any drugs confiscated that are suspected of being illegal will be turned over to the appropriate law enforcement agency.

Contractors taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform their job and should advise their manager of any resulting job limitations. Once notified, the Agency will make reasonable efforts to accommodate the limitation.

The Agency reserves the right to test any contractor for the use of illegal drugs, marijuana, or alcohol, in accordance with applicable law. Contractors in safety-sensitive positions may be subject to regular or random drug testing. Drug or alcohol tests may also be conducted after an accident in which drugs or alcohol could reasonably be involved, or when behavior or impairment on the job creates reasonable suspicion of use. Under those circumstances, the contractor may be driven to a certified lab for testing at the Agency's expense. Refusal to be tested for drugs or alcohol will be treated the same as a positive test result.

Violation of this policy may result in discipline, up to and including termination of services.

To the extent that any federal, state, or local law or regulation limits or prohibits the application of any provision of this policy, then that particular provision will be ineffective in that jurisdiction only, while the remainder of the policy remains in effect.

### **Injury and Accident Response and Reporting**

If a contractor is injured or witnesses an injury at work, they must report it immediately to the nearest available manager. Contractors should render any assistance requested by that manager. When any accident, injury, or illness occurs while a contractor is at work, regardless of the nature or severity, the contractor must complete an injury reporting form and return it to Human Resources as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by Human Resources or the designated Safety Officer, including a determination as to whether the injured contractor may return to work.

Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials.

In addition to compliance with safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, the Agency has an independent interest in making its facilities a safe and healthy place to work. The Agency recognizes that contractors may be in a position to notice dangerous conditions and practices and therefore encourages contractors to report such conditions, as well as non-functioning or hazardous equipment, to a manager immediately. Appropriate remedial measures will be taken when possible and appropriate. Contractors will not be retaliated or discriminated against for reporting of accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

## **Insurance Requirements**

Contractors are required to maintain active general liability insurance and a valid private investigator license according to state law throughout their engagement with the Agency. These coverages are essential for managing risks and protecting both parties during the course of the work.

The Agency will not be responsible for providing any insurance coverage or benefits. All insurance-related matters will be governed by the Contractor's insurance policy and license requirements. Any discrepancies will be resolved according to the terms and conditions outlined in the Contractor's insurance policy and applicable licensing regulations.

## **Workplace Violence and Security**

The Agency advises all contractors to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional, or veiled threat of harm to any contractor, customer, business partner, or Agency property will be acceptable. Acts of violence or intimidation of others will not be tolerated. Any contractor who commits, or threatens to commit, a violent act against any person while on Agency premises, will be subject to discipline, up to immediate termination of services.

Contractors share the responsibility of identifying and alleviating threatening or violent behaviors. Any contractor who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to a manager. Threats will be investigated and appropriate remedial or disciplinary action will be taken.

## **Driving Safety**

Contractors who drive on Agency business are expected to drive safely and responsibly and to use common sense and courtesy. Contractors are also advised to follow the rules and conditions described below:

- A valid driver's license must be maintained as a condition of continued services for positions that require driving. The Agency may request to see a contractor's license at any time.
- Contractors may not use an Agency vehicle without express authorization from management.
- Contractors who drive their own vehicles for work must maintain the minimum amount of insurance required by state law. The Agency may request proof of insurance at any time.
- Contractors must wear seat belts at all times, whether they are the driver or a passenger.
- With the exception of a phone being used only for navigation purposes, contractors are required to turn off cell phones or put them on silent before starting their car.
- Contractors who are using a device for navigation purposes should complete all set up before starting the vehicle.
- Avoid the use of electronic devices for purposes other than navigation. This includes, but is not limited to, making or receiving phone calls, sending or receiving text messages or e-mails, browsing the internet, reading books, and downloading information from the web. If a contractor needs to engage in any of these activities while driving, they must pull over to a safe location and stop the vehicle prior to using any device.
- Contractors should not engage in other distracting activities such as eating, shaving, or putting on makeup, even in stopped or slow-moving traffic.
- The use of alcohol, drugs, or other substances that in any way impair driving ability is prohibited. This includes, but is not limited to, over-the-counter cold or allergy medications and sleep aids that have a residual effect.
- Contractors must follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
- All passengers must be approved by management in advance of travel.
- Contractors must not allow anyone to ride in any part of the vehicle not specifically intended for passenger use or any seat that does not have a working seat belt.
- Contractors must promptly report any accidents to local law enforcement as well as the Agency.
- Contractors must promptly report any moving or parking violations received while driving on Agency business or in Agency vehicles.

## **Inclement Weather and Outages**

This policy establishes guidelines for Agency operations during periods of extreme weather and similar emergencies. The Agency will remain open in all but the most extreme circumstances. However, the Agency does not advise contractors to take unwarranted risks when traveling to work in the event of inclement weather or other emergencies. Each contractor should exercise their best judgment with regard to road conditions and other safety concerns.



#### Procedures during Closings

If weather or traveling conditions delay or prevent a contractor's reporting to work, their immediate supervisor should be notified as soon as possible. If possible, such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message or message with another contractor is acceptable.

## **TRAVEL POLICY**

Generally, the time contractors spend commuting to and from work is not considered work time and is excluded from this policy. However, Origin considers time spent traveling for work-related purposes during the workday as work time, and thus pays nonexempt contractors travel pay, as described in this policy, for such time.

Nonexempt contractors who are required to travel for work-related purposes are eligible for travel pay under this policy. Nonexempt contractors who are required to travel for work-related purposes during the workday will be paid for such travel time at their regular base rates of pay.

Contractors are expected to record work-related travel time on their time records pursuant to the Agency's time-keeping policy.

Travel pay will apply in the following circumstances:

- Off-premises work location from work – Once a contractor reports to work, if he or she is required to travel to an off-premises worksite, all time spent from the time the contractor leaves the work premises until the contractor returns to his or her normal work location is counted as work time and all mileage driven from when the contractor leaves the work premises until the contractor returns to his or her normal work location is counted as work mileage.
- Off-premises work location from home – If a contractor is required to travel to and from an off-premises worksite directly from his or her home, all time and mileage spent for such travel, less the contractor's normal commute time and mileage, is counted as work time and mileage.
- Extended travel – If a contractor is required to travel out of town for work-related purposes, the time spent traveling to and from the out-of-town location, including all time spent as a passenger on an airplane, train, bus, taxicab or car, is considered work time; however, any time the contractor spends engaged in personal activities (such as mealtime, sleeping, sightseeing or watching television) will not count as work time.

As detailed in the Agency's expense reimbursement policy, contractors will be reimbursed for all reasonable travel-related costs incurred. Contractors with questions regarding travel pay should contact Jayden Brant.

## **WORKPLACE GUIDELINES**

### **Hours of Work**

Contractors are expected to be at their work area and ready to work at the agreed upon time. If a change is deemed necessary or if the Agency changes its operating hours, contractors will be given notice.

### **Off-the-Clock Work**

Contractors must accurately record all time worked, regardless of when and where the work is performed. Off-the-clock work (doing work that is not reported in the timekeeping system) is prohibited. No member of management may request, require, or authorize contractors to perform work without compensation. Any possible violations should be reported promptly to a member of management.

### **Attendance and Tardiness**

Contractors are expected to be at work and ready to go when the agreed upon shift begins or resumes. If a contractor is unable to be at work on time, or at all, they must notify their manager no later than 30 minutes before the start of their scheduled workday for the team to take the appropriate measures. If a contractor's point of contact is not available, the contractor should contact another member of management. If a contractor is physically unable to contact the Agency, they should ask another person to make contact on their behalf. Leaving a message with a co-worker or answering service is not considered proper notification. Excessive tardiness or absences are unacceptable job performance.

If a contractor becomes ill during the agreed upon workday and feels they may need to leave before the end of their shift, they should notify their point of contact immediately.

Absences should be arranged as far in advance as possible. When a contractor needs to be absent during the agreed upon work hours, they should attempt to schedule their outside appointment or obligation so that their absence has the smallest impact possible on business operations.

### **Personal Appearance and Hygiene**

Contractors are expected to present a professional image, both through behavior and appearance. Accordingly, contractors must wear work-appropriate attire during the workday or any time they are representing the Agency. Clothing does not need to be expensive, but should be clean and neat in appearance. Contractors should consider their level of customer and public contact and the types of meetings they are scheduled to attend in determining what attire is appropriate.

The following are generally not acceptable:

- Bare feet or flip flops
- Spandex, sweats, or work out attire
- Sagging pants, shorts, or skirts
- Sexually provocative clothing or exposed undergarments
- Clothing with offensive slogans or pictures
- Clothing showing excessive wear and tear
- Any clothing or accessories that would present a safety hazard
- Visible tattoos that are not appropriate in content

All contractors are expected to maintain appropriate oral and bodily hygiene. Hair (including facial hair) should be clean and neat. Accessories should not interfere with a contractor's work. The excessive use of perfume or cologne is unacceptable, as are odors that are disruptive or offensive to others or may exacerbate allergies.

Managers are responsible for enforcing dress and grooming standards for their division. Any contractor whose appearance does not meet these standards may be counseled. If their appearance is unduly distracting or the clothing is unsafe, the contractor may be sent home to change into something more appropriate.

Reasonable accommodation will be made for contractors' sincerely held religious beliefs and disabilities when such accommodations do not cause an undue burden. Contractors who would like to request an accommodation or have other questions about this policy should contact their supervisor.

## **Confidentiality**

Contractors may not disclose any confidential information or trade secrets to anyone outside the Agency without the appropriate authorization. Confidential information may include internal reports, financials, client lists, methods of production, or other internal business-related communications. Trade secrets may include information regarding the development of systems, processes, products, design, instrument, formulas and technology. Confidential information may only be disclosed or discussed with those who need the information. Conversation of a confidential nature should not be held within earshot of the public or clients.

When any inquiry is made regarding a contractor, former contractor, client, or customer, the inquiry should be forwarded to a manager or Human Resources without comment from the contractor. This policy is intended to alert contractors to the need for discretion at all times and is not intended to inhibit normal business communications.

## **Conflict of Interest**

A conflict of interest arises when a contractor is engaged in activity that could be detrimental to the Agency. This includes when a contractor improperly uses their position with the Agency for personal gain or the gain of someone with whom they have a relationship. *Improper use* includes behavior that is illegal, as well as behavior that is unethical or questionable to a reasonable person. These are some examples of a conflict of interest:

- A contractor requesting or requiring gifts or discounts in exchange for starting or continuing a business relationship with a client or vendor
- A contractor selecting a relative's company as a supplier when they have not produced the best proposal
- A contractor taking a second job working for a competitor and sharing confidential Agency information with the competitor
- A contractor taking a second job that interferes with their ability to do their work for the Agency at their full potential, whether due to scheduling, exhaustion, or some other factor

Because how things appear, whether accurate or not, has a significant impact on the Agency's reputation, contractors should also avoid the appearance of a conflict of interest. If questions arise as to whether a certain activity or behavior is a conflict of interest, contractors should speak with their manager or HR.

## **Business Gifts**

Contractors are prohibited from directly or indirectly requesting or accepting a gift for themselves or the Agency that has a value of \$50 or more. If a contractor is offered or given anything of value from any client, prospective client, vendor, or business partner in connection with Agency business, they should alert their manager immediately.

## **Reporting Irregularities**

Contractors should immediately report any actual or suspected theft, fraud, embezzlement, or misuse of Agency funds or property, as well as suspicious behavior. A contractor who is aware of such activity but does not report it will be considered part of the problem and measures will be taken accordingly.

## **Inspections and Searches**

Any items brought to or taken from the Agency's premises, whether property of the contractor, the Agency, or a third party, are subject to inspection or search unless prohibited by state law. Desks, lockers, workstations, work areas, computers, USB drives, files, e-mails, voice mails, etc. are also subject to inspection or search, as are all other assets owned or controlled by the Agency. Any inspection or search conducted by the Agency may occur at any time, with or without notice. Failure to submit to a search will be grounds for discipline.

## **Hardware and Software Use**

The following guidelines have been established for using the Internet and email in an ethical and professional manner. For the purpose of this policy, Agency Internet includes productivity software, instant messaging applications, the Agency cloud and networks, the intranet, and any other tool or program provided by or through the Agency or its internet connection.

- Agency Internet and email may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing, or obscene nature.
- Telephones should only be used for Agency business. Contractors should be professional and conscientious at all times when using Agency phones or when using a personal phone for Agency business.

- Use of personal cell phones or other devices should be held to a reasonable limit. Reasonableness will be determined by management.
- Disparaging, abusive, profane, and offensive language are forbidden.
- Contractors must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except with permission or as a single copy for reference only. Almost every piece of content is or could be copyrighted (a notice of copyright is not required), so contractors should proceed with caution when using or reproducing materials.
- Unless necessary for work, contractors should avoid sending or receiving large files, watching videos, mass-forwarding emails, or engaging in other activities that either consume large amounts of bandwidth or create electronic clutter.
- Contractors may not download any programs, applications, browser extensions, or any other files without prior approval or upon request of a manager.
- Each contractor is responsible for the content of all text, audio, or images they place on or send over the Agency's internet and email system. Contractors may not send messages in which they are not identified as the sender.
- Email is not guaranteed to be private or confidential. The Agency reserves the right to examine, monitor, and regulate email messages, directories, and files, as well as internet usage.
- Internal and external email messages are considered business records and may be subject to discovery in the event of litigation.

All Agency-issued hardware and software, as well as the email system and Internet connection, are Agency-owned. Therefore, all Agency policies are in effect at all times when they are in use. Access to the internet through the Agency's network is a privilege of employment that may be limited or revoked at any time.

## **Social Media**

### The Guiding Rule

Conduct that negatively affects a contractor's job performance, the job performance of fellow contractors, or the Agency's legitimate business interests—including its reputation and ability to make a profit—may result in disciplinary action up to and including termination.

Below are some guidelines for the use of social media. These guidelines are not intended to infringe on a contractor's Section 7 rights and any adverse action taken in accordance with this policy will evaluate whether contractors were engaged in protected concerted activity.

### Avoiding Harassment

Contractors must not use statements, photographs, video, or audio that could reasonably be viewed as malicious, obscene, threatening, or intimidating toward customers, contractors, or other people or organizations affiliated with the Agency. This includes, but is not limited to, posts that could contribute to a hostile work environment on the basis of race, sex, sexual orientation, disability, religion, national origin, or any other status protected by state or federal law.

### Avoiding Defamation

Contractors must not post anything they know or suspect to be false about the Agency or anyone associated with it, including fellow contractors and clients. Writing something that is untrue and ultimately harmful to any person or organization is defamation and can lead to significant financial liability for the person who makes the statement.

### Confidentiality

Contractors must maintain the confidentiality of Agency trade secrets and confidential information. Trade secrets include, but are not limited to, information regarding the development of systems, products, and technology. Private and confidential information includes, but is not limited to, customer lists, financial data, and private personal information about other contractors or clients that they have not given the contractor permission to share.

### Representation

Contractors must not represent themselves as a spokesperson for the Agency unless requested to do so by management. If the Agency is a subject of the content being created—whether by a contractor or third party—contractors should be clear and open about the fact that they are employed with the Agency but that their views do not necessarily represent those of the Agency.

### Accounts

Contractors must not use Agency email addresses to register for social media accounts unless doing so at the request of management. Contractors who manage social media accounts on behalf of the Agency should ensure that at least one member of management has all the login information needed to access the account in their absence.

### **Agency Property**

Agency property is defined as any piece of technology, equipment, furnishing, vehicle, building, or supply owned, leased, or otherwise in the custodial care of the Agency or any person acting as an Agency representative. It is the responsibility of each contractor to ensure proper use and maintenance of Agency property. Should any contractor have knowledge of any misuse, they must notify the supervisor immediately.

Contractors may not use Agency property for personal use unless specific permission has been granted by a member of management. Contractors will be held responsible for any loss or damage incurred while the property was in their possession for personal use. If the property is in disrepair when the contractor takes possession, they should note those issues with a member of management so they are not held responsible for them upon return.

Contractors are expected to take reasonable care of Agency property being used for Agency business. Normal wear and tear is expected, but any contractor found to neglect or misuse Agency property may be subject to discipline, up to and including termination. Failure to return Agency property may result in legal action.

Origin reserves the right to inspect all Agency property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the contractor and at any time, not necessarily in the contractor's presence.

For purposes of this Section, the following definitions apply:

- "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smartphones, radios, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.
- "Electronic communications" includes e-mail, text messages, phone calls, radio communication, fax machines, and any other communication, such as online services including the Internet.
- "Electronic information" is any information created by a contractor using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Origin servers are Agency property owned by the Agency for the purpose of conducting Agency business. These items must be maintained according to the Agency's rules and regulations. Computers must be kept clean and contractors must exercise care to prevent loss and damage. Prior authorization must be obtained before any Agency property may be removed from the premises.
- All electronic communications, including emails, are and shall remain the sole property of Origin and are to be used for Agency business.
- Electronic information created by a contractor using any computer or any means of electronic communication is also the property of Origin and remains the property of Origin.
- Information stored in Origin's computers and file servers, including customer lists, is the property of the Agency and may not be distributed outside the Agency without the written permission from Jayden Brant.
- Violation of any of the provisions of this policy, whether intentional or not, will subject contractors to disciplinary action, up to and including termination.

### **Monitoring of Agency Property**

Origin reserves the right to inspect all Agency property to ensure compliance with its rules and regulations, without notice to the contractor and at any time, and not necessarily in the contractor's presence. Origin' computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Agency reserves the right to access, review and monitor electronic files, information, messages, text messages, voicemail, e-mail, Internet history, real-time and historical GPS location data, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Agency policy or any law occurs. E-mail may be monitored by the Agency and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read aloud and/or heard by someone other than the intended recipient, even if marked as "private."

### **Passwords**

Origin may periodically need to assign and/or change "passwords" and personal codes for voice mail, email and other media and electronic devices and forms of communication. These communication technologies and related storage media and databases are to be used only for Agency business and they remain the property of Origin. Origin reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the Agency voice-mail and email systems are subject to the same Agency policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

### **Prohibited Use**

All existing Agency policies apply to contractor use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Agency assets or resources.

It is a violation of Agency policy to use computers, electronic communications, electronic information, or the Internet, in a manner that is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Agency policy. It is also a violation of Agency policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Agency computer is a violation of the Agency's policy against sexual harassment.

This description of prohibited usage is not exhaustive and it is within the discretion of Origin to determine if there has been a violation of this policy. Contractors that engage in prohibited use will be subject to discipline and/or immediate termination of services.

This policy is not intended to limit the ability of contractors to discuss with other contractors the terms and conditions of their contract, including such topics as rates, job performance, workload, supervisors, or staffing.

### **Personal Property**

The Agency is not liable for lost, misplaced, or stolen property. Contractors should take all precautions necessary to safeguard their personal possessions. Contractors should not have their personal mail sent to the Agency, as it may be automatically opened, and should check with their point of contact before having larger items delivered to the workplace.

For security reasons, contractors should not leave personal belongings of value in the Agency's workplace. Terminated contractors should remove any personal items at the time they leave Origin. Personal items left in the workplace are subject to disposal if not claimed at the time of a contractor's termination.

### **Personal Cell Phone Use**

The use of personal cell phones, or work cell phones for personal matters, should be held to a reasonable limit during work hours and not interfere with a contractor's productivity or the productivity of their coworkers. Reasonableness will be determined by management.

### **Parking**

All parking is at a contractor's own risk. Contractors and visitors should lock their vehicles and take appropriate safeguards to protect their valuables, including removing them from the vehicle if appropriate under the circumstances.

**Termination of Services**

The agreement between the contractors and the Agency is terminable by either party at any time, with or without cause, effective upon notice to the other party.

If the Agency exercises its right to terminate the agreement, any obligation it may otherwise have under that agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed up to the time of termination.



## **MANUAL OF POLICY AND PROCEDURE ACKNOWLEDGEMENT**

I acknowledge receipt of the Origin Investigations, Inc. Manual of Policy and Procedure and agree to follow the guidelines within it. I also acknowledge the following:

- Receipt of this manual does not create a contract in any way alter my independent contractor status; the Agency or I can end the agreement at any time, with or without notice, and with or without cause.
- If any provision of this manual shall be found invalid or unenforceable or should appear to create an employee / employer relationship, such provision should be ignored and the remainder of this manual shall be interpreted so as best to reasonably effect the intent of the Agency.
- I am not entitled to any particular sequence of disciplinary measures prior to termination.
- This manual may be modified at any time.
- Violation of any policy in this manual, or any policy included as an addendum, may be grounds for termination of services.
- This manual does not include every process, policy, and expectation applicable to contractors, or my position specifically; I may be counseled, disciplined, or terminated for poor behavior or performance even if the behavior or performance issue is not addressed in the manual.
- Should any provision in this manual be in conflict with federal, state, or local law, that provision only will be considered ineffective, while the rest of the manual remains effective.
- If any provision in this manual be in conflict with the Agency's Independent Contractor Agreement, the Independent Contractor Agreement shall supersede this manual.
- If I have questions regarding any policy in this manual, or other expectations related to my behavior or performance, it is my responsibility to speak with my point of contact.

### **CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name