

**Team Play Book**

**Effective August 2016**

**Nature of Team Membership**

This handbook is intended to provide our team with a general understanding of our personnel policies. Every player is encouraged to familiarize themselves with the contents of this Playbook, for it will answer many common questions concerning employment with 1X3 Innovations, LLC (hereinafter referred to as “1X3i”).

However, this Playbook cannot anticipate every situation or answer every question about team membership. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor 1X3i is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedures, 1X3i reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this Playbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by the Chief Executive Officer of 1X3i.

**Team Relations**

1X3i believes that the work conditions, wages, and benefits it offers to its players are competitive with those offered by other employers in this area and in this industry. If individual teammates have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when teammates deal openly and directly with each other, the chemistry can be excellent, communications can be clear, and attitudes can be positive. We believe that 1X3i amply demonstrates its commitment to the team by responding effectively to each player’s concerns.

**Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, decisions at 1X3i will be based on merit, qualifications, and abilities. 1X3i does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, disability, or any other characteristics protected by law.

1X3i will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of team membership, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal playing time to all qualified individuals, 1X3i has established an affirmative action program to promote opportunities for individuals in certain protected classes throughout the team.

Any players with questions or concerns about any type of discrimination are encouraged to bring these issues to the attention of their immediate supervisor or to Michael Lawyea, York Bush, and/or Aaron Jarvis. Any identified/verified instance of discrimination will be subject to disciplinary action, up to and including termination.

**Ethics and Conduct**

The successful operation and reputation of 1X3i is built upon the principles of fair dealing and ethical conduct of our team members. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable rules and regulations, as well as a scrupulous regard for the highest standards of play and personal integrity.

The continued success of 1X3i is dependent upon our customers trust and we are dedicated to preserving that trust. Players owe a duty to 1X3i, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

1X3i will comply with all applicable laws and regulations and expects its directors, officers, and players to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with Michael Lawyea, York Bush and/or Aaron Jarvis for advice and consultation.

Compliance with this policy of ethics and conduct is the responsibility of every 1X3i member. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination.

**Conflicts of Interest**

Team members have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which 1X3i wishes the team to operate. The purpose of these guidelines is to provide general direction so that players can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Michael Lawyea, York Bush and/or Aaron Jarvis for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of 1X3i. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the team member, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential conflict of interest occurs when a player is in a position to influence a decision that may result in a personal gain for that player or for a relative as a result of 1X3i business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the team member is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if an individual player has an influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of 1X3i as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where a teammate or relative has a significant ownership in a firm with which 1X3i does business, but also when a player or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving 1X3i.

**Outside Employment**

Because a team requires a full commitment from all its members, 1X3i discourages individual members from obtaining outside employment. However, 1X3i recognizes that due to extreme economic factors some players may find it necessary to work outside of the team. In this situation, 1X3i asks that the individual player brings any outside work issues directly to the attention of Michael Lawyea, York Bush and/or Aaron Jarvis.

If 1X3i determines that a teammate’s outside work interferes with performance or the ability to meet the requirements of 1X3i as they are modified from time to time, the member may be asked to terminate the outside employment if he or she wishes to remain with 1X3i.

Outside employment will present a conflict of interest if it has an adverse impact on 1X3i.

**Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of the entire team. Such confidential information includes, but is not limited to, the following examples:

* Computer processes
* Computer programs and codes
* Customer lists
* Customer preferences
* Marketing strategies
* New materials research
* Pending projects and proposals
* Proprietary production processes
* Research and development strategies
* Scientific prototypes
* Technological data
* Technological prototypes

All players may be required to sign a non-disclosure agreement as a condition of employment. Teammates who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination and legal action, even if they do not actually benefit from the disclosed information.

**Disability Accommodation and Maternity**

1X3i is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity for qualified persons with disabilities. All practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful team opportunities. Pre-employment inquiries are made only regarding an applicant’s ability to perform the duties of the position.

Reasonable accommodation is available to all disabled teammates, where their disability affects the performance of job functions. All decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all players on an equal basis.

1X3i classifies pregnancy as any other medically disabling condition, and will provide reasonable leave for all employees for the period of disability as determined by the associate and her physician. When ready to return to work, the employee will be reinstated to her original job or a similar level position providing circumstances have not so changed as to make it impossible or unreasonable to do so. At all times our maternity leave policy will be in compliance with the State and Federal laws.

1X3i is also committed to not discriminating against any qualified players or applicants because they are related to or associated with a person with a disability. 1X3i will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. 1X3i is committed to taking all other actions necessary to ensure equal opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state and local laws.

**Player Categories**

It is the intent of 1X3i to clarify the definitions of player classifications so that everyone understands their player status and benefit eligibility. These classifications do not guarantee team membership for any specific period of time. Accordingly, the right to terminate the player relationship at will at any time is retained by both the individual and 1X3i.

Each team member is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT players are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT players are excluded from specific provisions of federal and state wage and hour laws. A player’s EXEMPT or NON-EXEMPT classification may be changed only upon written notification by 1X3i management.

In addition to the above categories, each player will belong to one other player category.

***REGULAR FULL-TIME*** players are those who are not a temporary or introductory status and who are regularly scheduled to work 1X3i’s full-time schedule. Generally, they are eligible for 1X3i’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

***PART-TIME*** players are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 32 hours per week. While they do received all legally mandated benefits (such as Social Security and workers’ compensation insurance), they are ineligible for all of 1X3i’s other benefit programs.

***TEMPORARY*** players are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Player assignments in this category are of a limited duration. Membership beyond any initially stated period does not in any way imply a change in payer status. Temporary teammates retain their status unless and until notified of a change. While temporary players receive all legally mandated benefits (such as worker’s compensation insurance and Social Security), they are ineligible for all of 1X3i’s other benefit programs.

**Access to Personnel Files**

1X3i maintains a personnel file on each team member. The personnel file includes such information as the player’s job application, resume, records of training, documentation of performance appraisals and salary increases, and other player records.

Personnel files are the property of 1X3i, and access to the information they contain is restricted. Generally, only supervisors and management personnel of 1X3i who have a legitimate reason to review information in a file are allowed to do so.

Teammates who wish to review their own file should contact the Human Resources Manager or executive level management in the absence thereof. With reasonable advance notice, players may review their own personnel files in 1X3i’s offices and in the presence of an individual appointed by 1X3i to maintain the files.

**Employment Reference Checks**

To ensure that individuals who join 1X3i are well qualified and have a strong potential to be productive and successful, it is the policy of 1X3i to check the employment references of all applicants.

The Director of Human Resources or Michael Lawyea, York Bush and/or Aaron Jarvis will respond in writing only to those reference check inquiries that are obtained in writing. Responses to such inquiries will confirm only dates of membership, wage rates, and position(s) held. No player data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

**Personnel Data Changes**

It is the responsibility of each player to promptly notify 1X3i of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports, should be accurate and current at all times. If any personnel data has changed, notify the Human Resources Manager or Office Manager.

**Team Applications**

1X3i relies upon the accuracy of information contained in the team application, as well as the accuracy of other data presented throughout the hiring process and membership. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

In processing team applications, 1X3i may obtain a consumer credit report for purposes only concerning credit worthiness, credit standing, and credit capacity. If 1X3i takes an adverse action based in whole or in part on the consumer credit report, a copy of the report and a summary of your rights under the Fair Credit Reporting Act will be provided as well as any other documents required by law.

**Player Benefits**

Eligible players at 1X3i are provided with a wide range of benefits. A number of the programs (such as Social Security, workers’ compensation, state disability, and unemployment insurance) cover all team members in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including player classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the Team Playbook.

The following benefit programs are available to eligible players:

* Bereavement Leave
* Health Insurance
* Holidays
* Jury Duty Leave
* Military Leave
* Vacation Benefits
* Voting Time Off

Benefit programs require contributions from members, but some are fully paid by 1X3i.

**Vacation Benefits**

Vacation time off with pay is available to eligible players to provide opportunities for rest, relaxation, and personal pursuits. Teammates in the following classification(s) are eligible to earn and use vacation time as described in this policy:

**A. Regular Full-Time Team Players**

The amount of paid vacation time players receive each year increases with the length of their employment as shown in the following schedule:

1. Upon initial eligibility players are entitled to 5 vacation days each year on an accrual basis, at roughly 1.54 hours per pay period;
2. After one (1) year of eligible service, players are entitled to 10 vacation days each year on an accrual basis, at roughly 3.08 hours per pay period;
3. After two (2) years of eligible service, players are entitled to 10 vacation days each year on an accrual basis.
4. After five (5) years of eligible service, players are entitled to 15 vacation days each year, on an accrual basis.

The length of eligible service is calculated on the basis of a “benefit year”. This is the 12-month period that begins when a member starts to earn vacation time. A player’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

Once teammates enter an eligible classification, they begin to earn paid vacation time according to the schedule.

Vacation time off is paid at the player’s base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials.

At stated above, players are encouraged to use available paid vacation time for rest, relaxation and personal pursuits. In the event that available vacation is not used by the end of the benefit year, players will forfeit the unused time.

Paid vacation time can be used in minimum increments of one-half day. Every effort will be made to grant you your vacation at the time you desire. However, vacations cannot interfere with 1X3i’s operation; therefore 1X3i will approve/schedule vacations considering both the wishes of the employee and operational requirements. All vacation requests must be arranged with the Director of Human Resources and must be made a minimum of four (4) weeks prior to the intended vacation. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority or at the discretion of the President.

**Accumulation Rights**

Vacation time may not be carried over and accumulated in subsequent calendar years. Exceptions to this policy may be made in unusual circumstances, each case to be considered separately by management.

**Holidays**

1X3i will grant holiday time off to all players on the following five (5) national holidays:

* New Year’s Day
* Memorial Day
* Independence Day (4th of July)
* Labor Day
* Thanksgiving

1X3i will also grant holiday time off by allowing team members to choose any three (3) additional days for personal observance:

Your Birthday Good Friday

Rosh Hashanah (1 day) Chinese New Year

Yom Kippur (1 day) Martin Luther King Day

Hanukah (1 day) President’s Day

Kwanzaa (1 day) Day after Thanksgiving

Ramadan (1 day) Christmas Day

Each player will be allowed to up to a total of eight (8) holidays per year.

1X3i will grant paid holiday time off to all eligible members immediately upon assignment to an eligible player classification. Holiday pay will be calculated based on the player’s straight-time pay rate (as of the date of the holiday) times the number of hours the player would otherwise have worked on that day. Eligible player classification(s):

* Regular Full-Time Players

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible player’s aid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt players work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for the holidays will not be counted as hours worked for the purposes of determining overtime.

To substitute a personal observance holiday, an eligible player must request the substitution in writing to the Director of Human Resources a minimum of one week prior to the holiday that is being substituted.

**Workers’ Compensation Insurance**

1X3i provides a comprehensive workers’ compensation insurance program at no cost to team members. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or, if the teammate is hospitalized immediately.

Players who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible player to qualify for coverage as quickly as possible.

Neither 1X3i nor the insurance carrier will be liable for the payment of workers’ compensation benefits for injuries that occur during a player’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by 1X3i.

**Sick/Personal Leave**

1X3i provides leave sick/personal time benefits to all eligible players for periods of temporary absence due to illnesses or to attend to personal business. Eligible player classification(s):

* Regular Full-Time Players

Regular full time employees will be eligible to receive regular straight time pay, eight (8) hours per day, for up to four (4) days per calendar year, accrued at roughly 1.23 hours per pay period.

You may use your sick/personal leave in units of no less than four hours at any one time. Please advise 1X3i as soon as possible that you will be absent from work due to illness. You are required to request personal leave time from your manager in advance and obtain his or her approval. All requests for personal leave must be arranged through the office manager and human resources.

The length of eligible service is calculated on the basis of a “benefit year”. This is the 12-month period that begins when the member starts to earn vacation and sick/personal time. A player’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

At 1X3i, we pay you to play hard. If you are sick, and likely to make the team fail, stay home. We trust that our players will use this benefit as it is intended and with full knowledge that your teammates depend on you.

NOTES: If you are required to take a disability leave of absence, any accrued personal leave will be paid at the time the leave commences.

Employees going on unpaid required military leave of absence may apply their personal leave at the time the leave commences if they wish.

If you are on an approved leave of absence for less than thirty (30) days, your personal leave eligibility will not be affected; should the leave extend beyond thirty (30) calendar days, personal leave time will not continue to accrue.

This sick/personal leave policy does not apply to employees if leave is needed as a result of self-inflicted injury, illegal substance abuse or alcohol abuse, or illness or injury incurred while in the act of committing a felony or other illegal activity. In the event of an illness or injury, which is covered by workers’ compensation insurance, this sick/personal leave policy will not apply. 1X3i will request “proof-of-illness”.

If you are required to take a disability leave of absence, any accrued sick/personal leave will be paid at the time the leave commences; should the leave extend beyond thirty (30) days, sick leave will not continue to accrue. Sick/personal leave may not be carried over and accumulated from year to year. Sick/personal leave not used during a calendar year will be canceled out and not paid for.

**Health Insurance**

1X3i’s health insurance plan provides team members access to medical insurance benefits. Players in the following employment classifications are eligible to participate in the health insurance plan:

* Regular full-time team players

Eligible players may participate in the health insurance plan subject to all terms and conditions of the agreement between 1X3i and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify members for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible Team Players. Contact the Human Resources Manager for more information about health insurance benefits.

**Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt player. Federal and state laws require 1X3i to keep an accurate record of time worked in order to calculate player’s pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt team members should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another teammate’s time record may result in disciplinary action, up to and including termination of employment.

Players who are doing work for outside customers must keep accurate track of all billable time in order to ensure profitability of the team.

**Paydays**

All players are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, players will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during a player’s vacation, the player may receive his or her earned wages before departing for vacation if a written request is submitted at least one week prior to departing for vacation.

**Termination From the Team**

Termination from the team is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which membership is terminated:

* Resignation – voluntary termination initiated by a player;
* Discharge – involuntary termination initiated by the organization.

1X3i will generally schedule exit interviews at the time of termination. The exit interview will afford an opportunity to discuss such issues as player benefits, conversion privileges, repayment of outstanding debts to 1X3i, or return of 1X3i owned property. Suggestions, complaints, and questions can also be voiced.

Since team membership with 1X3i is based on mutual consent, both the player and 1X3i have the right to terminate membership at will, with or without cause, at any time. Players will receive their final pay in accordance with applicable state law.

Player benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the player’s expense if the player so chooses. Players will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

**Administrative Pay Corrections**

1X3i takes all reasonable steps to ensure that players receive the correct amount of pay in each paycheck and players are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the team member should promptly bring the discrepancy to the attention of the Office Manager so that corrections can be made as quickly as possible.

**Pay Deductions**

The law requires that 1X3i make certain deductions from every team player’s compensation. Among these are applicable federal, state, and local income taxes. 1X3i also must deduct Social Security taxes on each member’s earnings up to a specified limit that is called the Social Security “wage base”. 1X3i matches the amount of Social Security taxes paid by each team player.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

**Computer, Internet and E-mail Usage**

1X3i recognizes that use of the Internet and e-mail has many benefits and can make workplace communication more efficient and effective. Therefore, employees are encouraged to use the Internet and e-mail systems appropriately. Unacceptable use of the Internet and e-mail can place 1X3i and others at risk. This policy outlines the company’s guidelines for acceptable use of the Internet and e-mail.  
  
Scope  
  
This policy must be followed in conjunction with other 1X3i policies governing appropriate workplace conduct and behavior. 1X3i complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be construed to violate any of the rights or responsibilities contained in such laws.  
  
Use Guidelines  
  
1X3i has established the following guidelines for employee use of the company’s technology and communications networks, including the Internet and e-mail, in an appropriate, ethical and professional manner.  
  
All technology provided by 1X3i, including computer systems, communications networks, company-related work records and other information stored electronically, is the property of the company and not the employee. In general, use of the company’s technology systems and electronic communications should be job-related and not for personal convenience.

Employees may not use 1X3i’s Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual’s race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane or offensive language; materials that might adversely or negatively reflect on 1X3i or be contrary to its legitimate business interests; and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.

Copyrighted materials belonging to entities other than 1X3i may not be transmitted by employees on the company’s network without permission of the copyright holder. Employees 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. Saving copyright-protected information to a network drive without permission is prohibited. Sharing the URL (uniform resource locator or “address”) of an Internet site with other interested persons for business reasons is permitted.

Employees may not use the system in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and “spamming” (sending e-mail to thousands of users.)

To prevent contamination of 1X3i technology and communications equipment and systems by harmful computer viruses, downloaded files should be checked for possible infection through the IT department. Also, given that many browser add-on packages (called “plug-ins”) may not be compatible with other programs and may cause problems for the systems, downloading plug-ins is prohibited without prior permission from IT.  
Every employee of 1X3i is responsible for the content of all text, audio or image files that he or she places or sends over the company’s Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. 1X3i’s corporate identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.

E-mail and other electronic communications transmitted by 1X3i equipment, systems and networks are not private or confidential, and they are the property of the company. Therefore, 1X3i reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.  
Internal and external e-mail, voice mail, and text messages are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

1X3i’s Right to Monitor and Consequences for Misuse  
  
All company-supplied technology, including computer systems, equipment and company-related work records, belongs to 1X3i and not to the employee user. Employees understand the company routinely monitors use patterns, and employees should observe appropriate workplace discretion in their use and maintenance of such company property.  
  
Because all the computer systems and software, as well as e-mail and Internet connections, are the property of 1X3i, all company policies apply to their use and are in effect at all times. Any employee who abuses the company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access, and, if appropriate, be subject to disciplinary action up to and including termination, within the limitations of any applicable federal, state or local laws.  
  
Questions Regarding the Use of 1X3i Technology  
  
If you have questions regarding the appropriate use of 1X3i electronic communications equipment or systems, including e-mail and the Internet, please contact your supervisor, manager or the IT department.

**Player Conduct and Work Rules**

To ensure orderly operations and provide the best possible environment, 1X3i expects players to follow rules of conduct that will protect the interests and safety of all teammates and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination from the team:

* Theft or inappropriate removal or possession of property
* Sexual or other unlawful harassment
* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
* Excessive absenteeism or any absence without notice
* Unauthorized disclosure of business “secrets” or confidential information
* Unsatisfactory performance or conduct

Team membership with 1X3i is at the mutual consent of 1X3i and the individual player, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

**Drug and Alcohol Use**

1X3i believes very strongly that your private life outside of work is just that, private. Therefore, 1X3i will not ask its players to submit to alcohol or other drug screening. However, each player, at all times, is expected to arrive at work fully able to perform his or her duties and responsibilities in a professional manner. If a player is under the influence of alcohol or any other drug such that it interferes with their ability to perform at an expected level, the player will be suspended without pay or permanently terminated.

**Sexual and Other Unlawful Harassment**

1X3i is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual’s sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated. 1X3i provides ongoing sexual harassment training to ensure you the opportunity to work in an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

* Unwanted sexual advances
* Offering employment
* Making or threatening reprisals after a negative response to sexual advances.
* Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
* Verbal conduct that includes making or using derogatory comments, epithets, slurs or jokes
* Verbal sexual advances or propositions
* Verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations
* Physical conduct that includes touching, assaulting, or impeding or blocking movements. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the President or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected again unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the President or any member of management so it can be investigated in a timely and confidential manner.

**Attendance and Punctuality**

To maintain a safe and productive work environment, 1X3i expects all players to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other teammates and on 1X3i. In the rare instances when players cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination from the team.

PLEASE READ AND SIGN IN ACKNOWLEDGMENT OF RECEIPT:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_