

Electronic Signature Agreement

Ascend Steakhouse & Sushi LLC has adopted an online hiring process that saves paper, and allows you to be placed into payroll quickly. As part of this process you will be asked to electronically sign required forms and documents by placing your initials in a box where indicated.

By providing your signature below you:

- Agree that your initials, in conjunction with the password that you used to gain access to this system, identify that a record or transaction belongs to you.
- Agree that because data entered on this site will be attributed to you that it is essential for you to guard your own login and password and not reveal it to any another person for any reason.
- Agree that a record or transaction signed with my electronic signature may not be denied legal effect or enforceability solely because it is in electronic form.

By entering my initials in the box below, I certify that I have read and understand the above information and that I agree to the conditions as stated above.

Enter your initials to create your electronic signature.

My Initials

Confirm My Initials

Electronically Signed: 4/25/2018 12:44 AM

By: marcin p szopik (Portal User [mszopik])

IP Address: 174.216.0.172

User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_13_4) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/11.1 Safari/605.1.15

Signature: msz

Basic Information

During this onboarding process you will be presented with electronic forms. Where possible we will automatically fill in values in these forms with the information below. Please fill in the information below, provide your electronic signature and then press the Save button.

First Name	<input type="text" value="Marcin"/>
Middle Name	<input type="text" value="P"/>
Last Name	<input type="text" value="Szopik"/>
Maiden / Other Names Used	<input type="text"/>
SSN	<input type="text" value="536-49-6246"/>
Address	<input type="text" value="1855 trossachs blvd se"/>
Apt. Number	<input type="text" value="#1402"/>
City	<input type="text" value="Sammamish"/>
State	<input type="text" value="Washington"/>
Zip Code	<input type="text" value="98075"/>
County	<input type="text" value="king"/>
Home Phone	<input type="text" value="(206) 565-7246"/>
Cell Phone	<input type="text" value="(206) 565-7246"/>
Email Address	<input type="text" value="szopiks@yahoo.com"/>
Gender	<input type="text" value="Male"/>
Date of Birth	<input type="text" value="11/01/1977"/>

Electronic Signature

By entering my electronic signature below I certify that the information above is true and correct.

Electronic Signature

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By: Marcin P Szopik (Portal User [mszopik])

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Social Media & Public Relations Agreement

With regards to social media and all public relations interactions, the following regulations are in place:

1. Employees are permitted to associate themselves with the restaurant when posting on social media but they must clearly brand their online posts as personal and purely their own. Company used pages, Hashtags (#) and links should be used for things that support, build, and grow the business.
2. Employees may Like, Share, Tweet, Retweet and Post on the official pages of the restaurant, but all content should be positive and supportive.
3. The company should not be held liable for any repercussions the employees' content may generate.
4. Employees are not allowed to post on behalf of the company using its logo or trademarks in a way that comes off as Lincoln South Food Hall, its parent, partners, or any of the brands represented.
5. Content pertaining to sensitive company information (particularly those found within restaurant internal networks) should not be shared to the outside community. Divulging information like the company's design plans, internal operations and legal matters are prohibited.
6. Proper copyright and reference laws should be observed by employees when posting online.
7. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs are not tolerated. Nor are references towards drugs, prostitution, illegal or morally questionable activities.
8. Employees are not allowed to disclose information that are financial, operational and legal in nature, as well as any information that pertains to clients and customers.
9. Content should be limited to things related to the brand, company, restaurant, sales or promotions- no outside products, offers, etc.
10. Employees should not solicit the friends, followers, etc. of the business for personal reasons whether personal business, relationship, sexual, etc.
11. Online Harassment of any kind will not be tolerated.
12. Employees should make a conscious effort not to include any pricing in their pictures as this is subject to change as the business evolves and may mislead or upset customers.
13. The company reserves the right to edit or amend any misleading or inaccurate content depicted in blogs, posts, tweets, links, sites, boards, or online discussions. The company also reserves the right to delete any content in violation of the code of conduct.
14. At no time should employees engage the news media. The only person allowed to act on behalf of the company is the General Manager, legal counsel, and brand partners or individuals acting with their authorization.

15. If there are serious events related to the legal, health and safety of the restaurant, or our guests, the General Manager may mandate that employees cease all social media interactions on the page of the business and any of their personal or related accounts with regards to the business.

I Understand this list is not all inclusive, management reserves the right to make changes or edits as necessary. Violations of the Social Media and Public Relations Policy may result in progressive discipline up to and including termination.

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ASCEND

PRIME STEAK & SUSHI

Attendance Policy

PURPOSE

To provide a uniform and fair corrective program for excessive absenteeism, tardiness, and early outs. To provide clearly understood responsibilities for hourly, daily rated, and salaried non-exempt associates. Attendance standards are intended to:

- Reduce the negative impact of tardiness and absenteeism on the operation.
- Ensure that attendance standards are consistent throughout the property.
- Provide Employees with the opportunity to correct their behavior.
- Create a consistent method to fairly monitor Employee's attendance without subjectivity or favoritism.
- Hold Employees accountable for maintaining this company standard.

POLICY

The attendance policy is positive in nature and stresses recognition for consistent attendance. This policy recognizes that absences will occur from time to time for various personal reasons and makes allowances for the occasional absence, while attempting to prevent frequent absenteeism.

1. All attendance violations are considered active and maintained on a twelve (12) month rolling calendar.
2. After one consecutive full (12) calendar months of perfect attendance, all existing attendance violations and counseling in an associate's file are inactive and no longer used for progressive counseling purposes, excluding pattern absences.
3. Time spent on a leave of absence and/or time off for qualified FMLA are not considered an attendance violation and are not subject to the conditions set forth in this policy.

DEFINITIONS & GUIDELINES

1. Absences (not pre-approved):

Definition: When an Employee is absent for an entire shift, or fails to complete more than 50% of an assigned shift.

2. Absences (pre-approved):

Definition: When an Employee is absent from work for an entire shift for a pre-approved reason.

Guidelines:

- a. Advance notice, documentation and approval are required for such absence.
- b. Pre-approved absences are not considered an attendance violation and are not subject to the conditions set forth in this policy.

3. Tardy:

Definition: Reporting late to work, including returns from breaks or lunch, without prior approval.

Guidelines:

- a. Notification alone does not constitute approval.

4. Failure to give proper notice:

Definition: Failure to notify an immediate supervisor at least four (4) hours prior to your scheduled shift.

5. Early Out:

Definition: Leaving work prior to the end of your scheduled shift, regardless of the reason.

Guidelines:

- a. If an early out is initiated by management, such absence will not be considered an attendance violation and will not be subject to the conditions set forth in this policy.
- b. If an early out is initiated by the employee, this will be considered an attendance violation.

6. Peak Business Period / Blackout Dates:

Definition: Any time period designated by management that limits or restricts approved time off.

Guidelines:

- a. Examples of a Peak Business Day include, but are not limited to; New Years Eve/Day, Super Bowl, Chinese New Years, etc. See blackout Dates section of your employee handbook for complete list.

7. Failure to report to work without notification (No Call/No Show):

Definition: Not calling in and not reporting for a scheduled shift, before the shift starts, (5 minute grace period provided).

Guidelines:

- a. Such absence is considered “willful misconduct,” and will be treated appropriately
- If an employee is absent for three (3) or more consecutive work days and they have fulfilled the leave of absence eligibility requirement, they will be placed on a leave of absence.
- a. Employees will be required to provide medical documentation releasing them to full duty before returning to work. (Refer to the FMLA and Company Leave Policy).
- No Call/No Show – The Employee will be placed on a suspension pending investigation. If, after the investigation it is proven that there is no just cause for failure to report to work without notification, the Employee will be terminated from the Company.
- It is the Employee’s responsibility to notify their immediate supervisor or manager-in-charge when prevented from reporting to work. This must be done at least four **(4) hours prior** to scheduled reporting time. If you do not follow proper call in procedures, it will result in progressive discipline. Being on time means being at your workstation, fully prepared to begin work at your scheduled start time.
- a. When reporting an absence the associate must follow the appropriate call out procedures, as defined in their employee handbook.

- Department managers are responsible for keeping attendance records for all Employees. Absences will be coded in such a way that all absences due to FMLA, ADA and/or other statutory reasons can be readily identified.
- Employees displaying a pattern of absenteeism (i.e. each Tuesday night for three (3) weeks) will be identified and required to meet with the manager to discuss the reasons for establishing a pattern. In these cases, management reserves the right to pursue appropriate progressive counseling.

By signing this policy, I acknowledge I have read and understand the Lincoln South Food Hall Attendance Policy. I am also aware the violations of this policy may result in progressive discipline up to and including termination.

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Safety & Security Policy

We mean business when it comes to health and safety. We want to provide a clean and healthy workplace for our workers and avoid the needless pain and suffering associated with accidents. We are committed to a successful accident prevention program that includes the identification and correction of hazards and training of employees in safe work practices. We strive to comply with all safety and health standards and we expect the full cooperation of our employees so that we can be proud of our safety record.

Although the ultimate responsibility for the safety program lies with the managers and supervisors, the program cannot succeed without the cooperation of all our employees. Everyone must be one hundred percent safety conscious in everything he or she does while on the job. We are confident that with a sincere and concentrated effort from everyone, our safety goals can be achieved.

Management considers the safety of our employees and our customers to be of utmost importance. Moreover, all employees are expected to practice safe work habits on a daily basis and employ the following:

- Always take the safe road and do not take safety shortcuts
- Always use the necessary protective gear and equipment supplied
- All employees must wear slip resistant shoes while working
- Report any hazards immediately
- Always practice safety rules

Employees must report all accidents involving company property, products, or personnel to their immediate Supervisor as soon as possible, but no later than 24 hours.

By signing this policy, I acknowledge I have read and understand the Safety & Security Policy. I am also aware violations of this policy may result in progressive discipline up to and including termination.

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Employee Parking Policy

Unless otherwise advised, each employee can park his or her vehicle on premises, if space permits, in designated areas. Employees are not to utilize valet or any reserved spaces! To accomplish this objective, **each employee must register their vehicle with security.**

If space is unavailable, employees must park off property, specifically on major shopping weekends and during the year-end holiday season extending usually from the Thanksgiving holiday through the New Years day holiday. Lincoln South Food Hall is not responsible for any loss or damage to employee vehicles or contents while parked on or off property.

Free employee parking passes will be provided by Management. All cars in violation may be subject to tow or ticket at the employee's expense. Note, passes are provided as a convenience to employees, this does not guarantee that a parking space will be available. All spaces are on a first come-first serve basis. In the event of major events, employees may be asked or require to park elsewhere if there are not spaces available.

Employees will be provided with parking registration at the time they fill out their employment paperwork and will be expected to be compliant with parking regulations at all times. ***If you violate these regulations you will be ticketed by building management. The ticket gets charged to LSFH, we will then deduct it from your next paycheck.***

By signing this policy, I acknowledge I have read and understand the LSFH Employee Parking Policy and understand the ticketing process if parking rules are violated.

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Harassment Policy

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected under federal, state, or local law.

In Washington, the following also are a protected class: age [40 or over]; sex; marital status; race; creed; color; national origin, including ancestry; sensory, mental or physical disability, including the results of an HIV and/or Hepatitis C test; use of a trained guide dog or service animal by a person with a disability; pregnancy and childbirth; honorably discharged veteran or military status, credit report or credit history*, and sexual orientation.

*The prohibition against credit history discrimination does not apply to employers who are expressly permitted or required to consider credit history under federal or state law.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your immediate supervisor or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's race; color; religion; genetic information; national origin; sexual orientation, sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including contractor or subcontractor employees. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:

If an employee makes a report to any the members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that

we can take appropriate actions to address your concerns.

Sexual Harassment

Under state and federal law, “Sexual Harassment” is defined as unwelcome or unwanted advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature when: 1) submission to or rejection of such conduct is used as a factor in decisions affecting the hiring, evaluation, promotion, or other aspects of employment; or 2) such conduct has the purpose or effect of substantially interfering with an individual’s employment or creating an intimidating, hostile, or offensive work environment.

The following are some examples of Sexual Harassment:

- Verbal Conduct, such as sexually suggestive or obscene comments, threats, slurs, epithets, jokes about gender-specific traits, or sexual propositions.
- Physical Conduct, such as intentional touching, pinching, brushing against another’s body, impeding or blocking movement, assault, or coercing sexual contact.
- Written Conduct, such as sexually suggestive or obscene letters, notes, E-mail messages, photographs or invitations.
- Visual Conduct, such as leering or staring at another’s body, gesturing, or displaying sexually suggestive objects or pictures, cartoons, posters, or magazines.
- Continuing to express sexual or inappropriate interest after being informed that the interest is unwelcome.
- Using sexual behavior to control, influence, or affect another employee or job applicant of Lincoln South Food Hall.
- Suggesting, threatening, or implying that failure to accept a request for a date or sexual intimacy will affect an employee’s job prospects (i.e. promotions, transfers, or changes of assignment).
- Suggesting that a poor performance report will be given because an employee has declined a sexual proposition.
- Offering benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, or other benefits in exchange for sexual behaviors.

Ascend Prime Steak & Sushi will take reasonable steps to eliminate sexual harassment and any other kinds of harassment by non-employees, including Guests and vendors, who have contact with our employees or job applicants. Ascend Prime Steak & Sushi prohibits not only unlawful harassment, but also any unwelcome conduct in the workplace or relating to work or the work environment, even if the conduct does not rise to the level of unlawful harassment.

This will be based on the findings, after investigating the complaint. Under some state laws, employees may be personally liable for harassment. We WILL take all steps necessary to prevent any further harassment.

By signing this policy, I acknowledge I have read and understand the Harassment Policy. I am also aware violations of this policy may result in progressive discipline up to and including termination

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Signature: msz



MUTUALLY BINDING ARBITRATION AGREEMENT

This Dispute Resolution and Mutually Binding Arbitration Agreement ("Arbitration Agreement") is entered into between employee _____, his or her successors or assigns (hereafter "Employee"), on one hand, and Ascend Prime Steak & Sushi, its parents, subsidiaries, affiliates, successors or assigns (hereafter, the "Company"), on the other hand. Employee and Employee shall be referred, collectively, as the "parties."

1. **At-Will Employment:** In accordance with Company policy, Employee understands and acknowledges that nothing contained herein changes the "at-will" nature of Employee's employment with Ascend Prime Steak & Sushi (hereafter, the "Company"). Employee acknowledges that his or her employment with Company is for an unspecified duration and agrees that either the Company or Employee may terminate the employment relationship, with or without cause, with or without notice, at any time.
2. **Binding Arbitration of Claims:** In consideration of Employee's employment and the mutual promises and covenants set forth in this Arbitration Agreement, and for other valuable consideration, the receipt of which is hereby acknowledged, the Company and Employee mutually agree to final and binding arbitration of all Claims (as defined in Section 3, below) pursuant to the Federal Arbitration Act ("FAA") and each knowingly and voluntarily waives the right to resolve disputes relating to employment or the termination of employment through a jury trial.
3. **Covered Claims:** Except as expressly excluded in Paragraph 3a and 3b below, this agreement to arbitrate covers all disputes relating to or arising out of the Employee's employment with or termination of employment from the Company (hereinafter "Claims" or "Claim"). "Claims" shall include any and all claims, demands, causes of action, or disputes for which a state or federal court otherwise would be authorized to grant relief, including without limitation, claims for wrongful termination, breach of contract (whether express or implied), breach of the implied covenant of good faith and fair dealing, violation of public policy, unfair competition, wage and hour violations, discrimination, harassment, or retaliation, as well as any claim under the Americans With Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 and its amendments, the Fair Labor Standards Act, Chapters 608 or 613 of the Nevada Revised Statutes, claims against individuals or entities employed by, acting on behalf of, or affiliated with Company (all of which shall be considered third party beneficiaries of this Agreement), and any other claims, demands and causes of action (whether arising from contract, tort, statute or public policy) as may be recognized by state or federal law. "Claims" expressly includes any claim against each party to this agreement to arbitrate and their respective affiliates, parents, subsidiaries, successors, shareholders, officers, directors, employees, managers, representatives, attorneys, agents, or assigns.
 - a. **Excluded Claims:** This Arbitration Agreement does not apply to or cover claims for workers' compensation benefits, unemployment compensation benefits, claims based on a pension or benefit plan the terms of which contain an arbitration or other resolution procedure, in which case the provisions of such plan shall apply, and any other non-waivable statutory claims that are not subject to arbitration. Further, this Arbitration Agreement does not limit either party's right, where applicable, to file a claim or participate in an investigative proceeding of any federal/state, or local governmental agency, such as the Nevada Equal Rights Commission, the Equal Employment Opportunity

Commission, or the National Labor Relations Board.

b. **Injunctive Relief:** This Arbitration Agreement does not prohibit or limit either the Employee's or the Company's right to seek equitable relief from a court including, but not limited to, injunctive relief, a temporary restraining order, or other interim or conservatory relief, pending the resolution of a dispute by arbitration.

4. **Arbitration Procedure:** All Claims shall be settled exclusively by final and binding arbitration, before a single arbitrator, in accordance with the employment rules and procedures of the American Arbitration Association ("AAA") or, if the parties agree, the Judicial Arbitration and Mediation Service ("JAMS"). Both the Company and the Employee are bound to use arbitration as the sole and exclusive means of resolving all Claims and to forego any right either may otherwise have to a trial by jury on the Claims covered by this Agreement. The arbitrator's decision is final and binding on the Employee and the Company.

a. The arbitration shall provide for (i) written discovery and depositions as provided by the Federal Rules of Civil Procedure and (ii) a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based.

b. The cost of such arbitration shall be borne equally by the Employee and the Company; except in such disputes where Employee asserts a claim under a state or federal statute prohibiting discrimination in employment or similar statutory, constitutional or public policy claim, or unless required otherwise by applicable law ("a Statutory Claim"). In disputes where Employee asserts a Statutory Claim, Employee shall be required to pay only the initial filing fee to the extent such filing fee does not exceed the fee to file a complaint in state or federal court. The Company shall pay the balance of the arbitrator's fees and administrative costs.

c. All rights, causes of action, remedies and defenses available under applicable state and federal law and equity are available to the parties hereto, and shall be applicable as though in a court of law, including the right to file a motion for summary judgment

d. The prevailing party shall be entitled to reasonable attorneys' fees and costs if provided by applicable law; however, nothing in this section of this agreement to arbitrate (Section 4b) shall be construed to grant any party any right to recover attorney fees and costs, except as set forth in Section 5, below.

e. Any competent court having jurisdiction thereof may enter judgment upon any award rendered by the arbitrator.

f. This Arbitration Agreement shall extend to claims against any parent, subsidiary or affiliate of each party, and, when acting within such capacity, any officer, director, shareholder, employee or agent of each party, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law.

g. The remedial authority of the arbitrator shall be the same as, but no greater than, what would be the remedial power of a court having jurisdiction over the parties and their dispute.

h. The arbitrator shall render an award and written opinion, and the award shall be final and binding upon the parties.

i. If any of the provisions of this Article are determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Arbitration Agreement, and this Arbitration Agreement shall be reformed to the extent necessary

to carry out the provisions of this Arbitration Agreement to the greatest extent possible and to ensure that the resolution of all conflicts between the parties, including those arising out of statutory claims, shall be resolved by neutral, binding arbitration.

j. If a court should find that this Arbitration Agreement is not absolutely binding, then the parties intend any arbitration decision and award to be fully admissible in evidence in any subsequent action, given great weight by any finder of fact, and treated as determinative to the maximum extent permitted by law. Such severance and/or substitution shall not affect the validity and enforceability of the remainder of the agreement to arbitrate.

k. Unless mutually agreed by the parties otherwise, any arbitration shall take place in the city in which the Employee is or was employed by the Company.

5. **Fees and Costs For Breach of Arbitration Agreement:** Should any party to this Arbitration Agreement hereafter institute any legal action or administrative proceeding against the other with respect to any claim waived by this Arbitration Agreement or pursue any arbitrable dispute by any method other than arbitration, the responding party shall recover from the initiating party all damages, costs, expenses and attorneys' fees incurred as a result of such action.

6. **Class Action Waiver:** There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action or as a class member in any purported class, collective action or representative proceeding ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, collective or representative action. Although an Employee will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

7. **Survival of Agreement:** This agreement to arbitrate shall survive the employer-employee relationship between the Company and the Employee and shall apply to any Claim(s) whether it arises or is asserted during or after termination of employment and expiration of this agreement.

8. **Integration:** This agreement to arbitrate constitutes the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any previous oral or written communications regarding dispute resolution.

THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT TO ARBITRATE, UNDERSTANDS ITS TERMS, AND HAS ENTERED INTO THIS AGREEMENT TO ARBITRATE VOLUNTARILY.

THE EMPLOYEE FURTHER ACKNOWLEDGES THAT HE/SHE HAS HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT TO ARBITRATE WITH HIS/HER LEGAL COUNSEL AND HAS USED THAT OPPORTUNITY TO THE EXTENT HE/SHE WISHES TO DO SO.

BY SIGNING BELOW, THE EMPLOYEE AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT TO ARBITRATE.

Electronically Signed: 4/25/2018 12:48 AM

By: Marcin P Szopik (Portal User [mszopik])

IP Address: 174.216.0.172

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Signature: msz

Download your Handbook by [clicking here](#)

This is to acknowledge that I have received a copy of the Employee Handbook. This Handbook sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities and obligations of my employment with the Company. I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the Handbook. I further understand and agree that I am bound by the provisions of the Handbook as well as to the other documents referred to herein, particularly the provision relating to the mandatory, binding arbitration of any employment related dispute. I understand that by agreeing to arbitration, I am waiving the right to a trial by jury of the matters covered by the "Arbitration" provisions of the Handbook as well as the right to join my claims with the claims of other employees (commonly referred to as "class actions").

I understand the Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate from time to time in its sole and absolute discretion. I further understand that my employment is at will and no manager, supervisor, or other employee of the Company, other than the Managing Member of Ascend Hospitality Group, can enter into an agreement for continued or indefinite employment or employment for a specific term, position, or rate of pay, and that any such agreement must be in writing.

My electronic signature below certifies that I understand that the foregoing agreement on at will status is the sole and entire agreement between the Company and me concerning the duration of employment and the circumstances under which my employment may be terminated and agree to the terms set forth in this Employee Handbook and related employment documents.

Electronically Signed: 4/25/2018 12:48 AM

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Emergency Contacts

Priority	First Contact
Contact Name	joanna (Girlfriend)
Address	1855 trossachs blvd se #1402 Sammamish WA 98075-5936 Cell Phone:(206) 499-7478

Electronic Signature Required

By entering my electronic signature below I certify that any information I supplied above is true and correct.

Electronically Signed: 4/25/2018 12:49 AM

By: Marcin P Szopik (Portal User [mszopik])

IP Address: 174.216.0.172

User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_13_4) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/11.1 Safari/605.1.15

Signature: msz



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (*Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.*)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [][][] - [][] - [][][][]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States (<i>See instructions</i>)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (<i>See instructions</i>)	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
<div>QR Code - Section 1 Do Not Write In This Space</div>	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

Preparer and/or Translator Certification (check one):

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employment Eligibility Verification
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Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		<div>Additional Information</div> <div>QR Code - Sections 2 & 3 Do Not Write In This Space</div>		
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ *(See instructions for exemptions)*

Signature of Employer or Authorized Representative		Today's Date(mm/dd/yyyy)		Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)			City or Town		State ZIP Code



Employment Eligibility Verification
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OMB No. 1615-0047
Expires 08/31/2019

Employee Name from Section 1:	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
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Section 3. Reverification and Rehires (*To be completed and signed by employer or authorized representative.*)

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial	Date (<i>mm/dd/yyyy</i>)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (<i>if any</i>) (<i>mm/dd/yyyy</i>)
----------------	-----------------	---

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (<i>mm/dd/yyyy</i>)	Name of Employer or Authorized Representative
--	------------------------------------	---

Employee's Withholding Allowance Certificate

OMB No. 1545-0074

2018

► **Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.**

1 Your first name and middle initial Marcin P		Last name Szopik		2 Your social security number 536-49-6246	
Home address (number and street or rural route) 1855 trossachs blvd se #1402			3 <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."		
City or town, state, and ZIP code Sammamish, WA 98075			4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ► <input type="checkbox"/>		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages) . . .				5	1
6 Additional amount, if any, you want withheld from each paycheck				6	\$ 50.00
7 I claim exemption from withholding for 2018, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ►					

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature

(This form is not valid unless you sign it.) ►

Electronically Signed by Marcin P Szopik (Portal User [mszopik]) from IP [17

Date ► 4/25/2018 12:54 AM

8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)		9 First date of employment	10 Employer identification number (EIN)

Direct Deposit Information

- ☒ I want my Paycheck to be deposited in my bank account
- ☐ I would like to receive a live paycheck

Do you want your net pay to be deposited in to a single bank account or multiple bank accounts

- ☒ Single Bank Account
- ☐ Multiple Bank Accounts

Transit

Account Number

Retype Account Number

Checking ? ☒



Electronic Signature Required

By entering my electronic signature below I certify that any information I supplied above is true and correct.

Electronically Signed: 4/25/2018 12:56 AM

By: Marcin P Szopik (Portal User [mszopik])

IP Address: 174.216.0.172

User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_13_4) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/11.1 Safari/605.1.15

Signature: msz



Account Creation

MyPay is our Employee Self Service web site.

The system provides secure and easy access to view and change your personal and payroll information online.

Features of the system include:

1. Access to your current and previous check stubs.
2. Ability to run compensation reports.
3. Ability to download your year end W2 tax form.
4. Access to your current payroll setup, including information on earnings, deductions, taxes and direct deposits.
5. Ability to make time-off requests.
6. Ability to make other requests, such as address changes, or changes to your tax withholding.
7. Access to a company directory.

☐ I want to be enrolled into MyPay

Email Address

User Name

- You will receive an email with instructions for accessing the MyPay site including your user name and temporary password.
- This email is sent once all of the information you have provided has been reviewed by your hiring manager.
- Once you receive the email you will have 2 days to log-in before the temporary password expires, so please check your email account regularly.

Electronic Signature

By entering my electronic signature below I certify that the information above is correct.

Electronic Signature

Electronically Signed: 4/25/2018 12:57 AM

By: Marcin P Szopik (Portal User [mszopik])

IP Address: 174.216.0.172

User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_13_4) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/11.1 Safari/605.1.15

Signature: msz

ASCEND

PRIME STEAK & SUSHI

Upon completion of the online on boarding paperwork please provide a member of the management team with your forms of identification (social security card, drivers license, passport etc) as well any food handlers permit or liquor permit. Please note that you must have a food handlers permit within 14 days of working

Electronically Signed: 4/25/2018 12:58 AM

By: Marcin P Szopik (Portal User [mszopik])

IP Address: 174.216.0.172

User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_13_4) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/11.1 Safari/605.1.15

Signature: msz