

# Mortgagepros LLC

## Employee Handbook



February 11, 2026

# **ABOUT THIS HANDBOOK/DISCLAIMER**

## **CONTRACT DISCLAIMER**

The purpose of this Handbook is to provide an explanation of the current policies, procedure, and benefits of MortgagePros (the "Company") and serve as a guide to the working conditions, employee benefits, and many important policies affecting your employment with the Company. It is very important that you are familiar with the policies and procedures contained in this Handbook, as well as any additional policies or procedures that may be communicated to you and/or updated from time to time. Every employee is expected to understand and comply with the policies and provisions in this Handbook.

**It is important to understand that you are employed in an "at will" employment relationship, which means that either you or the Company can end your employment at any time, with or without cause or notice, for any reason or no reason at all.** Please understand that no supervisor, manager, or representative of the Company other than the Managing Members (George Abro and Nathan Shamo) of the Company has the authority to enter into any agreement with any individual for employment for any specified period of time, or to make any promises or commitments of any kind regarding the terms or conditions of employment for any employee, and then, only in writing and signed by a Managing Member and by the individual employee.

**The information continued in this handbook (nor any other verbal or written communication by a management representative) does not, and is not intended to, create a contract of employment, compensation, or benefits, and does not create any express or implied contractual rights. The policies contained in this handbook may be altered, amended, or discontinued by the Company at any time without prior notice to employees.** If there are errors or information subject to interpretation, the Company may interpret, change, or correct that information at its discretion. This Handbook is not an exhaustive list of every workplace rule and policy, but rather a guide to employees on commonly raised questions. Although we have tried to draft this handbook with as much attention to detail as possible, some information pertaining to the Company's policies or procedures may have been omitted.

The Company reserves the right to change, revise, or revoke any portion of this Handbook without prior notice at its discretion. This Handbook supersedes all previous handbooks, policies, manuals, letters, memoranda, or understandings that may have been issued on subjects contained in this policy manual. If there is an inconsistency between the Employee Handbook and a specific policy or plan document, then the most current version of the policy or plan document will prevail.

The Company complies with all applicable federal, state, and local laws. Should there be a conflict between this Handbook and any applicable state, local, or federal law, the applicable state, local, or federal law will prevail. Any reference to one gender applies to both genders.

It is your responsibility to read, understand, and comply with this handbook. If there is any item that you do not understand, please request clarification from Human Resources. After completing your review of this handbook, please so acknowledge by signing the statements at the end of the handbook, returning one copy to Human Resources, and keep one copy for yourself. The signed acknowledgment form will be placed in your employee personnel file. This Handbook is the property of the Company. If you leave the employment of the Company, this Handbook must be returned to Human Resources.

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## Section 1 - Governing Principles Of Employment

### 1-1. Introduction

#### WELCOME

For team members who are commencing employment with MortgagePros LLC ("MortgagePros" or "the Company"), on behalf of MortgagePros, let me extend a warm and sincere welcome. For team members who have been with us, thanks for your past and continued service. I extend my personal best wishes for success and happiness here at MortgagePros. We understand that it is our team members who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

George Abro and Nathan Shamo,  
Managing Partners

### 1-2. Equal Employment Opportunity

#### EQUAL EMPLOYMENT OPPORTUNITY

MortgagePros is an Equal Opportunity Employer. It is the policy and practice of the Company to provide equal opportunity for all employees and applicants for employment regardless of actual or perceived race (including hair texture and protective hairstyles); color; religion; national origin; citizenship status; age; sex; gender; pregnancy, childbirth, pregnancy-related conditions, and lactation; gender identity or expression, including transgender status; sexual orientation; height and weight; family or marital status; military service and veteran status; physical or mental disability; genetic information; arrest record; or any other characteristic protected by applicable federal, state, or local laws and ordinances. This policy of equal employment opportunities applies to all aspects of the employment relationship including recruitment, selection, promotion, transfer, discipline, compensation, benefits, training, termination, and all other terms, conditions, and privileges of employment.

Any team members with questions or concerns about equal employment opportunities in the workplace must bring these issues to the attention of the Company, in accordance with the Company's Complaint Procedure outlined in the Company's Anti-Discrimination and Anti-Harassment policy set forth below. MortgagePros will not allow any form of retaliation against team members who raise issues of equal employment opportunity, as set forth below in the Company's Anti-Discrimination and Anti-Harassment policy. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All team members must cooperate with all investigations conducted pursuant to this policy.

### **1-3. Americans with Disabilities Act Policy**

Mortgagepros LLC is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, Mortgagepros LLC will endeavor to make a reasonable accommodation to applicants and team members who have requested an accommodation or for whom Mortgagepros LLC has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the team member additional restroom breaks; allowing the team member whose work requires standing to sit and whose work requires sitting to stand; allowing the team member breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the team member is able to perform; restructuring job duties; light duty; or a modified work schedule. Mortgagepros LLC will work with the team member to determine what accommodation is appropriate for the team member, given the team member's unique circumstances, that does not impose an undue hardship on Mortgagepros LLC.

Any team member who would like to request an accommodation based on any of the reasons set forth above should contact the Head of Human Resources and/or the team member's team leader and/or the team member's supervisor. Accommodation requests can be made in writing using a form which can be obtained from the Head of Human Resources and/or the team member's team leader and/or the team member's supervisor. If the team member who has requested an accommodation has not received an initial response within five (5) business days, they should contact the Head of Human Resources.

Unless otherwise required by law, Mortgagepros LLC may request that the team member provide supporting documentation. Cooperating with Mortgagepros LLC by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the team member may require such an accommodation, Mortgagepros LLC will engage in an interactive dialogue with the team member.

Even if the team member has not formally requested an accommodation, Mortgagepros LLC may initiate an interactive dialogue under certain circumstances, such as when Mortgagepros LLC has knowledge that team member's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Mortgagepros LLC initiates an interactive dialogue, it should not be construed as Mortgagepros LLC's belief the team member requires an accommodation, but will serve as an invitation for the team member to share with Mortgagepros LLC any information the team member desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Mortgagepros LLC will communicate openly and in good faith with the team member in a timely manner in order to determine whether and how Mortgagepros LLC may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Mortgagepros LLC will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the team member. Mortgagepros LLC is not required to provide the specific accommodation sought by the team member, provided the alternatives are reasonable and either meet the specific needs of the team member or specifically address the team member's limitations.

Mortgagepros LLC will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the team member's underlying reason for needing an accommodation.

Mortgagepros LLC will not allow any form of retaliation against team members who have requested an accommodation, for whom Mortgagepros LLC has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Team members with questions regarding this policy should contact the Head of Human Resources and/or the team member's team leader and/or the team member's supervisor.

#### **1-4. Anti-Discrimination and Anti-Harassment**

### **ANTI-DISCRIMINATION AND ANTI-HARASSMENT**

The Company is committed to maintaining a work environment that is free of unlawful discrimination and harassment for all employees. In keeping with this commitment, the Company will not tolerate unlawful harassment of its employees by anyone including managers, supervisors, co-workers, or persons doing business with or for the Company. The Company complies with all federal, state, and local laws regarding discrimination and harassment and this policy is maintained, interpreted, and implemented in accordance with applicable laws.

In accordance with the federal, state, or local law, you have the right to be free from unlawful discrimination and sexual harassment. Sexual harassment is illegal. Anyone who wishes to register a complaint regarding job-related harassment or discrimination based on any legally protected basis should follow the procedure set forth in this Anti-Discrimination and Anti-Harassment policy.

#### **I. What is the Company's Policy on Harassment and Discrimination?**

It is the policy of this Company to maintain a safe and professional work environment free of harassment and discrimination in accordance with applicable federal, state, and local law. To that end, the Company strictly prohibits any unlawful or sexual harassment. The Company also strictly prohibits all other forms of harassment or discrimination based upon the person's actual or perceived race (including hair texture and protective

hairstyles); color; religion; national origin; citizenship status; age; sex; gender; pregnancy, childbirth, pregnancy-related conditions, and lactation; gender identity or expression, including transgender status; sexual orientation; height and weight; family or marital status; military service and veteran status; physical or mental disability; genetic information; arrest record; or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to the prevention of any and all impermissible harassment or discrimination.

## **II. Who Does This Policy Apply To?**

This policy applies equally to all individuals employed by the Company and applicants for employment, and any additional protected individuals, as defined by any applicable local, state, and federal law. Harassment can occur between any employee, whether supervisor or not, or between an employee and a client, subcontractor, customer, or other non-employee. Our Company will not tolerate harassment of our employees.

All persons can be victims of sexual harassment regardless of the victim's gender identity or the perpetrator's gender identity. All persons can be victims of sexual harassment regardless of the victim's sexual orientation or the perpetrator's sexual orientation. Victims of sexual harassment can include not only the target of the sexual harassment, but also third parties or bystanders.

Harassment can apply to conduct outside the workplace as well as on the work site. An employee's "working environment" is not limited to the physical location where the employee is assigned. The "working environment" extends to other work sites including off-site, mobile or moving work sites/locations.

If you have any questions about what constitutes harassment or to whom this policy applies, please contact Human Resources.

## **III. What is Unlawful Discrimination and Harassment Anyway?**

Discrimination is defined as treating an applicant or an employee less favorably based on a protected category.

Title VII of the Civil Rights Act of 1964 provides that it is unlawful to harass a person (an applicant or an employee) because of that person's sex. Harassment includes, but is not limited to, ethnic slurs or racial epithets, name-calling, jokes, cartoons, pictures, gestures, unwelcome physical touching, and other conduct whether verbal, physical, or visual, based on a person's actual or perceived race (including hair texture and protective hairstyles); color; religion; national origin; citizenship status; age; sex; gender; pregnancy, childbirth, pregnancy-related conditions, and lactation; gender identity or expression, including transgender status; sexual orientation; height and weight; family or marital status; military service and veteran status;

physical or mental disability; genetic information; arrest record; or any other characteristic protected by applicable federal, state, or local laws and ordinances.

Sexual harassment is defined as unwelcome sexual advances, unwelcome conduct of a sexual nature, requests for sexual favors, and visual or physical conduct of a sexual nature when:

submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting the individual; or

such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment can take many forms. Types of unlawful sexual harassment include:

- . Quid Pro Quo Sexual Harassment. "You do something for me, and I'll do something for you." This means that a manager or supervisor may not tell an employee that in order to receive a promotion, raise, preferred assignment, or other type of job benefit - or to avoid something negative like discipline or an unpleasant assignment - the employee must do something sexual in return. Example - "I will promote you to a supervisor if you do blank for me."
- . Hostile Work Environment Sexual Harassment. "The air at work is full of sexual references and it is impacting me." A hostile work environment may occur when unwelcome sexual advances, requests for sexual favors, or any conduct of a sexual nature has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Example - The supervisor repeatedly and continuously makes sexual comments to a subordinate employee when they walk by and touches them each time.

By way of illustration only, and not limitation, some examples of unacceptable behavior include the following:

- *Verbal*: Sexual innuendos, suggestive comments, insults, remarks, jokes about sex, anatomy, or gender-specific traits, sexual propositions, threats, repeated requests for dates, unwanted sexual advances, offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity.
- *Non-Verbal*: Suggestive or insulting sounds (whistling), leering, making sexual or obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.
- *Visual*: Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic materials or websites.
- *Physical*: Touching, assault, impeding or blocking movement, unwelcome hugging or kissing.

- *Textual/Electronic:* Sexting, the use of sexually explicit language, cyber stalking and treats via all forms of electronic communication.
- *Online:* Derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.

Sexual conduct becomes sexual harassment when the behavior is unwelcome. Behavior may be unwelcome in the sense that the victim did not solicit or invite it, or in the sense that the victim regarded the conduct as undesirable or offensive. The best way to know or show that conduct is unwelcome is to not engage in and report the conduct in accordance with the Company's reporting procedures. Do not make a comment back. Walk away or explicitly tell the individual that it was/is not ok.

Welcome behavior can quickly become unwelcome behavior. What starts off as welcome behavior (such as consensual joking) can become unwelcome behavior. Also, consent can be revoked at any time. When someone experiencing sexual harassment behavior says, "stop talking to me like this" it must stop. The perpetrator cannot use as a defense "Well you started it." or "You were ok with it at first."

Everyone is expected to refrain from conduct or behavior that could be interpreted by another person as harassing or intimidating or that could create a hostile or offensive working environment. While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment based not only on sex but other protected categories as well:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to any protected category;
- Using offensive or demeaning words, terms or phrases that have sexual connotations;
- Making or passing of sexual jokes, discussions of sexual activities, or graphic commentary about an individual's body, sexual prowess, or sexual deficiencies;
- Engaging in inappropriate touching or other physical contact;
- Displaying in the workplace sexually suggestive or inappropriate objects or pictures;
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any protected category;
- Creating the impressions expressly or implicitly that an employee's job security, job assignments, conditions of employment or opportunities for advancement are in any way dependent on the granting of sexual favors;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of a protected category and that is placed on walls, bulletin boards, email, voicemail, or elsewhere in the restaurant or on the premises, or circulated in the workplace; and
- Making offensive or demeaning statements (whether oral or written), including "jokes", cartoons, or other materials, concerning an individual's actual or perceived race (including hair texture and protective hairstyles); color; religion; national origin; citizenship status; age; sex; gender; pregnancy, childbirth, pregnancy-related conditions, and lactation; gender identity or expression, including transgender status; sexual orientation; height and weight; family or marital status; military service and

veteran status; physical or mental disability; genetic information; arrest record; or any other characteristic protected by applicable federal, state, or local laws and ordinances.

#### **IV. What Should I do If I Feel I Am Being Harassed or Discriminated against? -**

##### **THE COMPANY'S INTERNAL COMPLAINT PROCEDURE**

Employees have a right to work without harassment or discrimination. If anyone feels that they are being harassed or discriminated against by a co-worker, a supervisor, a manager, a vendor, a subcontractor, or a customer, or anyone else with whom they come into contact due to their employment with the Company, they should make an effort to immediately tell the individual to stop the offending conduct. State your objection to the action and the specific behavior to which you object. If you are uncomfortable with a discussion with the harassing individual(s), you may tell the individual to stop the offending conduct in writing. **You must also follow the complaint procedure below.**

All employees are advised that no member of management, regardless of their title, is authorized to condition tangible employment actions - e.g., promotion, demotion, etc. - upon submission or opposition to harassment of any kind. A threat or an attempt by any supervisor or member of management to take such actions should be reported immediately, if possible, before any tangible employment action takes place.

The Company has an "open-door" policy. This means that any employee who feels harassed or discriminated against is required to immediately and personally report the harassment to any one or all of the following people:

- Human Resources Director

- Human Resources

- Team Leaders

- Managing Partners

When reporting the harassment and/or discrimination, you should provide a written or verbal complaint to any one of the above-listed individuals as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence, such as notes, pictures, or cartoons.

An employee is not required to first report harassment or discrimination to a supervisor or manager. Harassment or discrimination may be reported to any of the people listed above. It is the responsibility of everyone to prevent and eliminate harassment and/or discrimination in the workplace. Accordingly, everyone is required to comply with the Company's Complaint Procedure as outlined above. If anyone witnesses another person being harassed or discriminated against, that employee should report the harassment or discrimination to one of the people listed above.

**Management has a duty to report any and all claims of harassment and discrimination to Human Resources or a Managing Partner. The failure to make such a report and/or escalate any complaints of discrimination or harassment brought to their attention may result in disciplinary action up to and including termination of employment.**

**IF YOU DO NOT REPORT HARASSMENT OR DISCRIMINATION, THE COMPANY MAY NOT OTHERWISE BE AWARE OF THE BEHAVIOR AND MAY THEREFORE BE UNABLE TO INVESTIGATE AND CORRECT THE SITUATION. THE COMPANY REQUIRES THAT ALL SUSPECTED OR ACTUAL HARASSMENT OR DISCRIMINATION BE IMMEDIATELY REPORTED. THIS POLICY APPLIES TO ANY SITUATION, WHETHER SUCH CONDUCT IS DIRECTED AT YOU OR SOMEONE ELSE.**

## **V. What Will Happen After I Report Harassment?**

Reports of harassment or discrimination will be investigated in a thorough, prompt, and professional manner in accordance with the Company's investigative procedure. In addition to having a duty to cooperate with an investigation of harassment, employees who have information about or who witness an act of harassment or discrimination against an employee, are required to report all information to the Company. The facts of each case will determine the response to each allegation. Appropriate disciplinary action and/or remedial action, up to and including discharge or ending of the business relationship, will be taken if it is determined that an individual violated the Company's policy on harassment or discrimination and/or has engaged in inappropriate conduct. All information regarding any specific incident will be kept as confidential as possible within the necessary boundaries of the fact-finding process.

If, following disciplinary and/or remedial action, the unwelcome harassment or discrimination continues, another report of the conduct must be made immediately in accordance with the procedures in this policy so that the Company can take further disciplinary and/or remedial measures appropriate to end the conduct.

Anyone making intentional and/or malicious false claims of harassment or discrimination will be subject to disciplinary action up to and/or including termination of employment or other remedial action as appropriate. False claims refer to cases where the accuser is using a harassment or discrimination complaint to accomplish some end other than stopping the harassment or discrimination. It does not refer to complaints or charges made in good faith, which cannot be proven.

## **VI. Anti-Retaliation**

The Company is committed to prohibiting retaliation, including but not limited to retaliation against those who-in good faith-report, oppose, or participate in an investigation of alleged discrimination or harassment in the workplace. Also, the Company will not retaliate against any employee who complains of sexual harassment or against a victim of sexual harassment for requesting leave or a reasonable accommodation regardless of whether the request was granted.

Retaliation for reporting harassment or discrimination is illegal. If you feel that you are being retaliated against you should immediately contact one of the individuals listed above. In addition, if you observe retaliation by another employee, supervisor, manager, or non-employee, please report the incident immediately.

Anyone found to be responsible for violating this policy may be subject to appropriate disciplinary action, up to and including termination of employment at the sole discretion of the Company. Moreover, anyone who ignores potential violations of this policy may be subject to appropriate disciplinary action, up to and including termination of employment at the sole discretion of the Company.

### **1-5. Drug and Alcohol Policy**

The Company is committed to maintaining a professional, safe, and healthy working environment for all of its employees with the expectation that all employees will discharge their duties at an acceptable performance level and be unimpaired by the use of drugs, marijuana, other intoxicants, or alcohol use. The work environment includes work for the Company at any of its locations, client or vendor locations, or any other job site or where work is performed on behalf of the Company. The use of alcohol, drugs, marijuana, or other intoxicants can undermine employee productivity, safety, quality of Company products and the Company image. For these reasons, the Company has implemented the following policy.

While the use of marijuana has been legalized under Michigan law for limited medical uses and for recreational use, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by the Company's.

#### **I. Prohibitions**

**UNDER THE INFLUENCE OR IMPAIRED ON THE JOB, ON THE JOB USE, CONSUMPTION, POSSESSION, DISPENSATION, SALE, PURCHASE, TRANSFER, DISTRIBUTION, OR MANUFACTURE OF CONTROLLED SUBSTANCES, MARIJUANA, OR ALCOHOL IS STRICTLY PROHIBITED.**

The Company's Drug and Alcohol policy prohibits employees from engaging in any of the following:

- The unauthorized use, consumption, possession, manufacture, transfer, purchase, distribution, dispensation, sale or being under the influence of drugs, controlled substances, alcohol or other intoxicants (including marijuana, even with a valid prescription under state law) by anyone on Company premises, on Company business, on customer or vendor premises while on Company business, in Company-supplied vehicles or equipment, on any job location, or during working hours;
- Storing in a locker, desk, automobile or other place on Company premises any drugs, controlled substances, marijuana, alcohol or other intoxicants whose use is unauthorized;
- Being under the influence of or impaired by drugs, controlled substances, marijuana, alcohol or other intoxicants (i) on Company premises or on any jobsite, (ii) while on Company business, (iii) while on customers' or vendors' premises, (iv) while in Company supplied vehicles or equipment, or (v) at any time during working hours. Such use adversely affects the employee's and others' safety in the workplace and the Company's reputation in the community and industry; and
- Any possession, use, manufacture, distribution, dispensation or sale of illegal drugs off Company premises that adversely affects the individual's work performance, their own safety or of others at work, or the Company's regard or reputation in the community.
- The prohibitions in this policy apply to marijuana to the extent permitted by state law.

**II. PRESCRIPTION MEDICATION**

Prescription drugs are allowed provided they are in the possession of and used only by the individual for whom they are prescribed, under the conditions prescribed by a treating physician, and they do not impair an employee's performance or endanger the employee and/or other individuals in the workplace. An employee undergoing prescribed medical treatment with any drug, which may alter their physical or mental ability, must

report this treatment to the Company's management. The Company may require a temporary change in the employee's job assignment or that the employee comply with other appropriate courses deemed necessary by management during the period of treatment.

In accordance with state law and the Company's No Smoking Policy, smoking (including e-cigarettes and vaping) on Company premises is prohibited at all times, except in any designated outdoor areas, in accordance with applicable state and local law. Further, smoking, no matter the form, or consuming in any manner, any unauthorized or illegal substance (including marijuana) is not permitted on the Company worksite. The Company will administer this policy in accordance with any applicable state or federal law pertaining to lawful prescription for medical marijuana. In accordance with any such law, positive results for marijuana, regardless of a prescription, will result in disciplinary action up to and including termination of employment if there is reasonable suspicion to believe that the employee is under the influence on the Company's premises and/or during working time.

### **III. DRUGS & ALCOHOL TESTING**

The Company recognizes the significant potential problems caused by drug and alcohol use in the workplace and is committed to maintaining a drug and alcohol-free workforce. The use of controlled substances or alcohol jeopardizes the safety and productivity of the individual employee as well as the safety and well-being of others.

Accordingly, the Company has adopted the following drug and alcohol testing policy. Any employee who engages in conduct prohibited by this drug and alcohol testing policy or any Company policy will be subject to disciplinary action up to and/or including termination of employment. The Company's policy on drug and alcohol testing will be administered in accordance with applicable state law.

**Reasonable Suspicion:** The Company reserves the right to test individuals or groups of individuals in any job classification in situations when reasonable suspicion exists. Reasonable suspicion includes, but is not limited to, suspicion based on personal observations that the Company representative can describe concerning the appearance, behavior, speech, or breath-odor of the employee. If an employee reports (or returns) to work and appears to be under the influence of or impaired by drugs or alcohol, then that employee may be subject to testing. Reasonable suspicion may also include, but is not limited to, possession of drugs or alcohol at work, excessive or unexplained absenteeism or tardiness, negative performance patterns, or other information indicating that an employee is under the influence of drugs or alcohol at work. Reasonable suspicion is at the Company's sole discretion. Reasonable suspicion is grounds for termination, whether or not the Company sends the employee for testing.

If a management-level employee has reasonable suspicion to believe that an employee is under the influence of a controlled substance and/or alcohol, the Company may require the employee to go directly to a collection site to provide a urine and/or blood and/or breath specimen for laboratory testing. In such a case, the employee will be transported to the collection site by a Company representative or provided alternative means of

transportation. Employee refusal of this transportation will result in immediate termination. Employee actions that delay this transportation will result in immediate termination.

**Post-Incident:** As part of the investigation into the cause of an incident, the Company may test employees involved in the event of accident, incident, or "near miss" while in the course and scope of performing their job, where there is a reasonable suspicion to believe that the employee may be impaired, and which resulted in or had the potential to result in:

- The death of another person;
- Physical injury (or potential physical injury); or
- Property damage (or potential property damage).

Employees shall provide a urine, and/or blood, breath, hair specimen, as requested, to be tested for the use of controlled substances and/or alcohol as soon as possible after an accident, incident, or "near miss" situation but not later than two (2) hours after an accident or injury occurring while on Company time or business or on any work site. Reasonable suspicion is grounds for termination, whether or not the Company sends the employee for testing. Not all work-related injuries will result in the submission of drug or alcohol testing in accordance with OSHA guidelines.

**Fitness for Duty Testing:** Employees returning from a leave of absence and/or as part of a fitness for duty examination may be required to undergo drug and alcohol testing.

#### **IV. TESTING PROCEDURES**

All testing will be done by qualified medical personnel and in accordance with any federal or state laboratory certification and chain-of-custody requirements. Test results will be kept confidential and only individuals who have a need to know will be advised of the test results. The Company will utilize a Medical Review Officer ("MRO") to interpret the test results and communicate with the employee or applicant regarding any facts relevant to the test results. If the employee fails to contact the MRO as instructed, the employee will be considered to have waived the right to do so and/or to have failed to cooperate in the test process. No employee obtaining an inconclusive test result will be allowed to return to work at least until a conclusive result has been obtained. If the MRO after review determines a legitimate reason exists for a positive test result, the MRO will report a "verified" positive test to the Company.

Results of all alcohol/drug tests shall be kept separate from personnel files and treated as confidential information. Access to such results shall be limited. Results will not be communicated to people outside of the employee's direct supervisory chain.

## **V. DISCIPLINARY ACTION**

1. A violation of the Company's Drug and Alcohol policy or testing program may result in disciplinary action, up to and /or including termination of employment, at the Company's sole discretion.
2. It is a violation of the Company policy for any employee testing inconclusive or positive to drive away from the testing location for safety reasons (whether that is a clinic or Company property).
3. It is a violation of this policy to refuse to be tested or to delay or interfere with testing or transportation to testing. Such refusal shall be treated as a positive test and shall result in disciplinary action up to and/or including immediate termination.
4. An employee who tests positive for the use of a controlled substance, alcohol, or marijuana in accordance with state law, as reported to the Company by the MRO, shall be unqualified to work for the Company. A positive test result in violation of this policy is considered proof of the employee's willful and intentional misconduct and shall be grounds for the immediate discharge of the employee.
5. An employee who refuses to be tested or attempts to tamper with or adulterate a test result under any of the provisions of this policy shall not be permitted to work for the Company. Such refusal shall be treated as a positive test and shall result in immediate discharge.
6. Any attempt to submit a fraudulent sample (a synthetic substance or sample not their own) is a violation of this policy and will result in immediate termination.
7. Any employee who leaves work early, reports to work late or fails to report to work to avoid testing will be terminated immediately.

Depending on the circumstances, other actions, including notification of appropriate law enforcement agencies, may be taken with respect to a violation of this policy. Any illegal substances found in the workplace will be confiscated and turned over to the appropriate law enforcement agency. Violation of the Company's Drug and Alcohol policy may result in disciplinary action up to and including termination of employment.

## 1-6. Workplace Violence Policy

MortgagePros is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to team members and damage to Company and personal property.

### *Prohibition Against Workplace Violence*

The Company will not tolerate any type of workplace violence in the workplace. The Company is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, religion, color, national origin, ancestry, citizenship status, work authorization status, sexual orientation, gender (including gender identity and transgender status), marital status, pregnancy, military status, genetic information, disability, or any characteristic protected by federal, state, or local law.

Workplace violence includes, without limitation, threats or acts of violence, any physical assault, threatening behavior, verbal abuse or damage to personal property. This violence can result from an incident involving a stranger, client, co-worker, former employee, visitor, or personal relationship. The workplace may be any location (either permanent or temporary), where an employee performs any work-related duty. This includes, but is not limited to, the building and surrounding perimeters, including parking lots, traveling to and from work assignments, and client locations. The Company strictly prohibits the use of violence or threats of violence in the workplace, while on Company business, and in the course and/or scope of employment.

All managers and supervisors are responsible for implementing and maintaining the Company's policy against workplace violence. We require prompt and accurate reporting of all threats of violence or violent incidents, whether or not physical injury has occurred, and we will not discriminate against victims of workplace violence. The Company will immediately investigate all reported incidents of violence, potential violence, or threats of violence when it becomes aware of them and will take appropriate action to resolve the situation. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation. The Company reserves the right to report violations of this policy to appropriate law enforcement agencies if appropriate.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and/or including termination of employment. The Company encourages employees to bring their disputes or differences with other employees

to the attention of their Team Leader or Human Resources before the situation escalates into potential violence. Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

### ***Prohibition against the Carrying of Weapons***

The Company strictly prohibits the possession, use, or sale of dangerous weapons of any type on Company property or Company control property, in company owned or leased cars or equipment, at any company-sponsored events, and/or in the scope of employment. This includes visible or concealed weapons, even if licensed to carry the weapon. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and/or including immediate termination. This policy applies to all company employees, visitors, customers and vendors.

"Company property" is defined as all Company-owned or leased buildings and surrounding areas such as sidewalks, walkways, or parking areas under the Company's ownership or control. "Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy and that the employee is acting not only in accordance with Company policy but also in accordance with applicable state law.

The Company reserves the right at any time and at its discretion to search all Company-owned or leased vehicles and all packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline, up to and/or including termination of employment.

An employee shall immediately notify their Team Leader, any manager, or Human Resources that any person is on Company property or is acting for purposes of, in the course of, or in the scope of their duties of employment with a weapon or firearm. All such reports will remain confidential, if possible, as to the identity of the employee making the report. This Company policy does not supersede any federal, state, or local law to the contrary.

By signing the acknowledgment form for this Handbook, the employee also acknowledges that they have been explicitly notified of the Company's prohibition against the carrying of any weapons on the Company's property-as set forth in this policy-and has received this copy of the Company's written policy prohibiting the carrying of any weapons in the workplace. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **1-7. Pregnancy Accommodation Policy**

It is the policy of the Company to comply with all applicable provisions of the federal Pregnant Workers Fairness Act and any applicable state or local law.

It is the Company's policy to afford equal employment opportunities for all employees and/or applicants regardless of pregnancy, which is generally defined to include employees (or applicants) who are pregnant, have recently given birth, or who have a medical or common condition related to pregnancy or childbirth. This policy of equal employment opportunity, non-discrimination, and non-retaliation applies to all aspects of the employment relationship, including but not limited to hiring, promotion, training, transfer, compensation and benefits, termination, and all other conditions and privileges of employment.

If an employee (or applicant) feels that she has a need for an accommodation(s) during pregnancy, the employee should inform her Team Leader and Human Resources immediately. Although an employee is not required to accept an accommodation(s) she did not request and she chooses to decline, examples of reasonable accommodations may include: breaks for restroom use or hydration, or periodic rest; use of private non-bathroom space for expressing breast milk; seating; assistance with manual labor; light duty; a temporary transfer to a less strenuous or hazardous position; providing an accessible worksite; acquiring or modifying equipment; job restructuring; a modified work schedule; appropriate adjustment or modification of examinations, training materials, or policies; reassignment to a vacant position; and time off/leave of absence.

In response to an employee's (or applicant's) request for an accommodation(s), the Company will engage in a timely, good faith and meaningful exchange to determine an effective reasonable accommodation(s), if necessary, in accordance with any applicable state or federal law. The employee's Team Leader or Human Resources may ask an employee (or applicant) for her input on the type of accommodation(s) she believes may be necessary, the functional limitations caused by her pregnancy, and medical documentation to justify the requested accommodation, a description of the reasonable accommodation(s) medically advisable, the date the reasonable accommodation(s) became medically advisable, and/or the probable duration of the reasonable accommodation(s). Employees (or applicants) requesting an accommodation(s) must submit to the Company any requested medical documentation, in accordance with applicable law. In addition, when appropriate, the Company may need the employee's (or applicant's) written permission to obtain additional information from her treating physician. Once the proper documentation is obtained, the Company will evaluate an individual's ability to perform the functions of the jobs held or desired. Any questions regarding this policy should be directed to Human Resources.

## **1-8. Religious Accommodations**

As stated above, MortgagePros complies with Title VII of the Civil Rights Act of 1964, and all applicable state and local fair employment practices law and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company will provide a reasonable accommodation of an applicant's or employee's sincerely held religious beliefs if the accommodation would resolve a conflict between the individual's religious beliefs or

practices and a work requirement, unless doing so would create an undue hardship on our operations.

Employees must direct requests for reasonable accommodation to the human resources department. After receiving your oral or written request, the Company will engage in a dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs and practices and one or more of your work requirements. The Company encourages you to suggest specific reasonable accommodations that you believe would resolve any such conflict. However, the Company is not required to provide the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on the Company.

The Company may ask you to provide additional information about your religious practices or beliefs and the accommodation requested. If you fail to provide the requested information, your request for an accommodation may be denied. The Company makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

#### **1-9. Immigration Law Compliance**

In accordance with the Immigration Reform and Control Act of 1986 and all other related state and federal guidelines, it is the policy of the Company to employ only those persons who are authorized to work in the United States. Accordingly, as a condition of employment, all employees are required on their first day of employment to provide original documents verifying the right to work in the United States and to properly execute the Form I-9. If an individual cannot verify their right to work within three days of hire, the Company must terminate the individual's employment.

#### **1-10. Compliance with Federal Law**

Nothing in this Handbook is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

#### EMPLOYEE CLASSIFICATIONS

The following employment classifications have been established for salary administration and benefit eligibility purposes. No employee, whether full-time or part-time, is guaranteed any set number of hours of work per week or any other guaranteed schedule or hours. Schedules and work hours vary based on business demand and are at the sole discretion of the Company.

- **Full-Time** - At-will Team members who regularly work at least 30 hours per week. Full-time employees may be eligible for full company benefits, provided they meet the requirements of the benefit plans, including but not limited to eligibility requirements and contribution requirements.
- **Part-Time** - At-will Team members who regularly work fewer than 30 hours per week. Part-time employees may be eligible for certain benefits, provided they meet the requirements of the benefit plans and to the extent required by applicable law.
- **Short-Term** - At will Team members who may work on a full-time or part-time basis but are hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-term team members generally are not eligible for company benefits, unless otherwise required by applicable law.

In addition to the above classifications, team members are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws.

- **Non-exempt:** Employees whose positions are not designated as executive, administrative, professional or other exemption, as prescribed by federal and state wage and hour laws. These employees are paid time and one half of their regular rate of pay for actual hours worked in excess of forty (40) per week. **Non-exempt employees may not work off-the-clock and must report and record all time worked.**
- **Exempt:** Employees whose positions are designated as executive, administrative, professional or other exemptions, as prescribed by federal and state wage and hour laws. These employees are paid on a salary basis, perform exempt duties, and are exempt from overtime requirements.

You will be informed of your employment classification and status when you begin your employment and informed of any subsequent changes to the classifications. Any questions regarding your employment classification or status should be directed to Human Resources. All employees are required to adhere to the Company's policies and procedures as outlined in this Handbook, no matter the employment classification.

## 2-2. Employee Records

It is the policy of the Company to maintain complete and accurate employee records. Employees are responsible for notifying Human Resources of changes relating to personal information, such as: name, home address, email address, telephone number, and marital status, number of dependents, immigration status, change of beneficiary, authorized payroll deductions, additional education and/or special training courses, and emergency notification data.

Team members also should inform the Human Resource Manager of any specialized training or skills they acquire. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach team members in a crisis could cause a severe health or safety risk or other significant problem.

## 2-3. Working Hours and Schedule

The normal operating days and hours of MortgagePros are Monday through Friday from 9:00 am until 6:00 pm. To provide flexibility and promote work-life balance, team members may schedule their arrival and departure up to one hour earlier than the standard operating hours provided a full scheduled day is worked. Thus, in other words, Team members may arrive at work between 8:00 am and 9:00 am.

For employees scheduled to work a full day, which is considered 8 hours, a one-hour unpaid meal period is provided daily. Hourly employees must record their time in and out of a meal break at the beginning and end of the meal break. Meal periods will be scheduled by your Team Leader. Employees are prohibited from working during any unpaid meal period and are free to leave the premises. Should you perform any work during your meal period, you must contact your Team Leader or Human Resources within the workweek, so that they can review and adjust your time records as necessary. Likewise, any employee not given a meal break of at least 60 minutes should immediately notify their Team Leader.

Other shifts and other work hours may be established from time to time, depending on individual departments and/or requirements. Daily and weekly work schedules may be changed from time to time at the discretion of the Company to meet the varying conditions of business. Changes in work schedules will be announced as far in advance as possible. If you have any questions regarding your schedule, please see Human Resources. Non-exempt employees are not permitted to "work-off-the-clock" and must report and record all time worked.

## 2-4. Remote Work/Telecommuting

Although all positions with MortgagePros are in-office positions, the Company may allow team members to work remotely on a temporary basis if their job duties and work performance are meeting expectations and are determined to be eligible for remote work. Eligibility to work remotely will be decided on a case-by-case basis by the Company, at its sole discretion. Team members also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. The Company set additional expectations for a Team member, who is approved to work remotely, based on their individual situation and/or job position. Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. **All Team Members working remotely are subject to the same employment policies and procedures that apply to all other on-site Company employees**, including but not limited to the at-will employment policy, EEO policy, and Anti-Discrimination and Anti-Harassment policy.

### Hours of Work

Team members will work full-time from home, at the address on file with the Company at the time the remote work is approved. Employees may not work from other locations not approved by the Company. Scheduled hours of work will be set by the team member's manager or team leader. Team members must maintain regular contact with their team leaders and managers.

Non-exempt team members must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt team members may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or team leader. Non-exempt employees are prohibited from working off-the-clock and must report and record all hours worked.

### Location

Team members will provide, at their expense, a secure, dedicated work area. Team members are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Team members will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

### Duties

Team members are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Team members must stay engaged with work throughout the workday and be fully available during normal business hours. If team members do not successfully perform their job duties remotely, this arrangement will be revoked, and the Team Member may face disciplinary action up to and including termination of employment. Team members are expected to follow existing Company policies with respect to scheduled and unscheduled time off,

including the obligation to notify with their manager or team leader before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

## **Accidents and Injuries**

Team members agree to maintain safe conditions in the remote workspace and to practice the same safety habits and rules applied on Company premises. If team members incur an injury arising out of the course and scope of the assigned job duties while working in the remote workspace, Team members must notify their team leaders or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote workspace outside normal working hours, for injuries that occur as a result of a reasonably recognizable unsafe remote workspace, and/or outside the scope of employment.

## **Equipment**

Team members agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, team members agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business. Team members have no expectation of privacy or ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Team members hereby release the Company from any damage or liability incurred in the installation or removal of the equipment provided by the Company.

## **Return of Company Property**

All equipment, records, and materials (including Confidential Information) provided by the Company remains Company property. Team members agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by team members for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the team members.

## **Expenses**

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the Company will reimburse team members for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

## **Confidentiality**

Team members agree that they are subject to the Company's policies prohibiting the nonbusiness use or

dissemination of the Company's confidential business information. Team members will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonteam members to access such information, and keeping such information in locked drawers or file cabinets when not in use. Team members will maintain confidential information as confidential, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

## Contact

If team members have any questions concerning this policy, they should contact the Human Resource Manager.

### 2-5. Artificial Intelligence

The Company recognizes that the use of artificial intelligence (AI) tools can potentially assist team members with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all team members who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

**Evaluation of AI tools.** Team members must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Team members also should review the reputation of the tool developer and any third-party services used by the tool. But most importantly, team members must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

**Protection of confidential data.** In using any AI tool, team members must not upload or share any confidential, proprietary, or protected data without prior written approval from the Head of Human Resources. This includes data related to customers, team members, or partners. Similarly, team members must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

**Access control.** Team members must not give access to any AI tools approved for business use to anyone outside the Company without prior approval from the Head of Human Resources and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

**Compliance with security policies.** Team members must apply the same security best practices we use for all Mortgagepros LLC and customer data. This includes using strong passwords, keeping software up-to-date, and following the Company's data retention and disposal policies.

## 2-6. Timekeeping Procedures

Team members must record their actual time worked for payroll and benefit purposes. Accurately recording time worked is the responsibility of every employee. Non-exempt team members must record the time they begin work and the time they end work, as well as the beginning and ending time of any meal period or departure from work for any non-work-related reason, on forms as prescribed by management.

Exempt team members are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, paid time off, sick leave or personal business.

Non-exempt team members may not start work until their scheduled starting time. Overtime work for non-exempt employees must always be approved before it is performed. **Non-exempt employees are not permitted to work off-the-clock and must report and record all time worked.**

Submission of your time record will serve as your certification to the accuracy of all time recorded. Any errors in your time record should be reported immediately to Human Resources, who will review the reported error and attempt to correct any error. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including immediate termination of employment.

## 2-7. Overtime

When MortgagePros experiences periods of extremely high activity, additional work may be required. Team leaders are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide team members with adequate advance notice in such situations. Team members may work overtime only with prior management authorization. Any non-exempt team member who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt team member who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

## 2-8. Safe Harbor Policy

It is MortgagePros' policy and practice to accurately compensate team members and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, team members must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried team members will receive a salary which is intended to compensate them for all hours they may work for MortgagePros. This salary will be established at the time of hire or classification as an exempt team member. While it may be subject to review and modification from time to

time, such as during salary review times, the salary will be a predetermined, guaranteed amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

Full-day absences for personal reasons;

Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt team member's full-day absences due to sickness or disability before the team member has qualified for the plan, policy or practice or after the team member has exhausted the leave allowance under the plan);

Full-day disciplinary suspensions for infractions of our written policies and procedures;

Family and Medical Leave Act absences (either full- or partial-day absences);

To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;

The first or last week of employment in the event the team member works less than a full week; and any full work week in which the team member does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan; or other deduction voluntarily authorized by the employee.

In any work week in which the team member performed any work, salary will not be reduced for any of the following reasons:

partial day absences for personal reasons, sickness or disability;

an absence because the Company has decided to close a facility on a scheduled work day;

absences for jury duty, attendance as a witness, or military leave in any week in which the team member performed any work (subject to any offsets as set forth above); and

any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If team members believe they have been subject to any improper deductions, they should immediately report the matter to a team leader. If the team leader is unavailable or if the team member believes it would be inappropriate to contact that person (or if the team member has not received a prompt and fully acceptable reply), they should immediately contact the Human Resource Manager or any other team leader in MortgagePros with whom the team member feels comfortable. If upon review by Human Resources, the Company determines that the deduction was improper or wages were not properly paid, the employee will be

reimbursed on or before the next pay period. If an employee is overpaid, they must immediately report said overpayment to Human Resources.

## **2-9. Your Paycheck**

Team members will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, MortgagePros is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any team member's pay, the team member should bring the matter to the attention of the Human Resource Team or the Human Resources Director immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the team member, unless the team member requests that they be mailed or authorizes in writing that another person may accept the check.

## **2-10. Social Security Number Privacy Act**

It is the policy of MortgagePros to ensure to the extent practicable the confidentiality of team members' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of team members' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require team members to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require team members to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information

mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those team members and outside consultants whose job duties require that they use this information in connection with Company business. The individuals who have access to Social Security Numbers are those who work in the following areas:

- Human Resources
- Computer and Information Technology      Executive Management
- Legal Department
- Individuals who, though not employed by the Company provide legal, tax, benefits, management or other consulting services for the Company.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

## **2-11. Direct Deposit**

MortgagePros strongly encourages team members to use direct deposit. Direct deposit can be set up in our ADP platform under the payment options.

## **2-12. Performance Review**

Your job performance is evaluated on an ongoing basis. Periodic evaluations are an important part of the employment relationship. This is an opportunity to let each employee know how they are doing and how their performance may be improved. It is also a time for the Company to receive input from you concerning any job difficulties or concerns that you may have.

The Company is committed to providing you feedback, both formal and informal, about your performance on the job. In addition, members of management may formally discuss and document your performance on a regular basis-generally, every six months or as business demands. Your review is based on job performance and includes but is not limited to such factors as: quality and quantity of work performed, dependability, job knowledge, judgment, initiative, communications, organization, problem solving, cooperation, client relations, interpersonal skills, attendance/tardiness, and care of equipment. Management may document performance issues and recommend possible changes in job duties or positions. Specific performance problems may be addressed outside of the performance appraisal cycle through either informal discussions or formal disciplinary action. Performance Appraisals do not guarantee an increase in compensation, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at

the discretion of management.

If you have any questions about your job performance, please see your Team Leader or Human Resources. Employees will be given a copy of their written performance review, and a copy will be maintained in the employee's personnel file.

## **2-13. Record Retention**

MortgagePros acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of team members to follow this policy can result in possible civil and criminal sanctions against the Company and its team members and possible disciplinary action against responsible individuals (up to and including discharge of the team member). Each team member has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **2-14. Promotional Opportunities and Position Changes**

MortgagePros is committed to investing in our team members and rewarding good performance to encourage overall excellence. In principle, promotions or lateral position changes will always depend on employee performance and company needs, determined at the Company's sole discretion.

Criteria specific to promotions or lateral position changes include but are not limited to:

- Experience and service in the Company    Satisfactory performance
- Disciplinary history
- Qualifications for the new role
- Professional drive, initiative and ambition for change and challenge
- Promotions or lateral position changes may take place when: An opportunity has been identified
- A vacancy arises and the company wishes to fill it from within
- A team member posts consistently good performance, and the manager recommends them for a senior position
- An employee acquires fresh credentials that entitle them senior positions whose minimum qualifications they may have lacked before.

Any employee in good standing is eligible for promotion consideration, assuming he or she meets the minimum qualifications for the position. Managers may consider selecting employees to move to a higher-level position, or a position that better matches their skills and aspirations.

Promotional opportunities or position vacancies may be posted as well for team member applications. All hiring, firing, promotion, lateral move or other position changes remain at the Company's sole discretion.

## **2-15. ADP Workforce Now® Portal**

ADP Workforce Now® is a secure internet-based portal intended to address employees' human resource needs. Employees may be able to complete the following forms if applicable:

- I-9: Employment Verification Eligibility
- W-4: Federal and state tax withholding
- Direct Deposit: Enroll to have pay deposited directly into bank account(s)
- Benefits Enrollment: Employees may enroll for benefits, if eligible.

The portal is a resource for Company announcements as well as for the following:

- View electronic copies of paychecks
- Update personal information, such as name, and address
- Change tax withholdings
- Change life insurance beneficiaries
- Change 401(k) contributions
- Track flexible spending accounts (FSAs) and healthcare spending accounts (HSAs)
- Access Benefit Summary Plan Descriptions (SPDs)
- Access the Employee Handbook and other policies
- Complete requests for time off
- Managers: approve time off requests, manage timecards, and other administration

Employees should keep their user IDs and Passwords confidential. It is their responsibility to keep their information up to date, including current name, address, email address, telephone number, emergency contacts, and family status.

## **2-16. Open Door Communications**

The Company encourages employees to speak directly to your Team Leader, Division Leader, or Human Resources about any issues or concerns they may have. The Company understands that misunderstandings or conflicts can arise in any Company. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents will resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or to the Company, free discussion with our Team Leader, Division Leader, or Human Resources is encouraged. These individuals will endeavor to work out a satisfactory solution to the problem.

Concerns related to discrimination or harassment should be immediately reported according to the Company's Complaint Procedure outlined in the Anti-Harassment and Anti-Discrimination policy above.

## **2-17. MLO Licensing Requirements**

Mortgage Loan Originators (MLO's) are key to MortgagePro's success. All licensed MLO's must continue to meet licensing requirements as set forth in the Secure and Fair Enforcement for Mortgage

Licensing Act of 2008 (SAFE Act). All licensed MLO's are required to comply with the provisions of the SAFE Act including but not limited to maintaining personal financial responsibility, completing required pre-licensing and continuing education requirements, completing licensing renewals before company and state deadlines, and pass the required criminal background check. Failure to maintain licensure status will result in disciplinary action which may result in demotion or termination of employment with the Company.

## **2-18. Company Credit Cards**

Certain employees may be provided with a Company Credit Card, which is to be used solely for business purposes. The main business purposes for which the Cards may be used are business travel and operating expenses. Personal purchases are strictly prohibited. Employees are expected to use good business judgment when traveling for business purposes and/or otherwise incurring an expense on behalf of the Company.

Although personal purchases are prohibited, should an employee make a personal purchase, they must immediately contact Human Resources and arrange to reimburse the Company. Periodically management will review the Credit Card statements and employees will be required to reimburse the Company for any personal or non-business-related purchase. Employees may also be asked for receipt and/or documentation to establish the business purpose of any transaction.

The Company may deduct from wages and/or final wages, including any paid time off, eligible expenses, or other benefits, any charges made on a Company credit card that are non-business related and/or exceed the guidelines of this policy, in accordance with applicable law. Misuse of a Company credit card and/or violation of this policy may result in the revocation of the credit card, cancellation of the card, and/or disciplinary action up to and including termination.

## Section 3 - Benefits

### 3-1. General Benefits Information - Disclaimer

In addition to good working conditions and competitive pay, it is MortgagePros' policy to provide a combination of supplemental benefits to all eligible team members. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

A number of these programs cover all employees in the manner prescribed by law. Other benefits are provided at the Company's expense but may require monetary contributions from the employee. Benefit eligibility is dependent upon a variety of factors, including employee classification, plan eligibility requirements, waiting periods, and employee contributions. Human Resources can assist you in identifying the programs and benefits for which you may be eligible.

Currently, employees who work at least 30 hours per week, may be eligible to participate in the following Company benefit programs in accordance with plan documents, contribution requirements, any applicable waiting periods, and in accordance with applicable law:

- Health Insurance
- Dental and Vision Insurance
- 401k
- Short Term Disability
- Long Term Disability
- Life Insurance
- Gym Membership (Lifetime)

Employees should refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists between the policies in the Handbook and the plan documents. Each employee should read the official benefit plan documents for all relevant terms, conditions, eligibility requirements, rights, and benefits. The official benefit plan documents solely determine your rights and responsibilities, and nothing in this Handbook can be construed to alter or amend those documents or the rights stated and defined therein. Additional copies of plan documents may be obtained by request to Human Resources.

The existence of these employee benefits and plans, in and of themselves, does not signify that you will be employed for the requisite time necessary to qualify for these benefits and plans, as your employment is "at-will." The Company may change, amend, modify or terminate any employment benefits and/or employee contribution amounts at its discretion at any time. This reserved right may be exercised in the absence of financial necessity.

### 3-2. Paid Holidays

The Company generally provides paid time off to full-time employees on the holidays listed below (except that employees on a leave of absence for any reason are not entitled to holiday pay). Part-time and short-term employees are not eligible for holiday pay. The Company will issue a holiday schedule each calendar year, which may modify the holidays listed below.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a holiday falls or is observed (at the Company's discretion) on a regular workday (Monday through Friday), full-time team members will receive one (1) day's pay (8 hours) at their regular straight-time rate. Eligible team members who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of regular wages for the actual time they work that day. In order to be eligible to receive holiday pay, employees are required to work the regularly scheduled hours the workday preceding and the workday following the holiday unless on vacation or an approved absence.

Holiday pay does not count as "hours worked" for the purpose of calculating overtime during the week in which the holiday occurs. A failure to work any holiday when scheduled will result in forfeiture of any applicable holiday pay.

If a holiday falls within a full-time team member's approved vacation period, the team member will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible team member will receive an additional vacation day at the option of the company.

If a holiday falls within a jury duty or bereavement leave, the full-time team member will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible team member will receive an additional day off at the option of the Company.

### **3-3. Personal Time Off (PTO)**

MortgagePros believes that its team members are the key to what makes a great company. Although work makes up a large portion of an employee's life, we believe that a balance between work and nonwork activities is essential to maintain quality performance and a positive work atmosphere. To support this philosophy, the Company has designed a Personal Time Off (PTO) plan that combines sick, vacation days, and personal leave into one program.

This policy is intended to comply with the Michigan's Earned Sick Time Act, as it provides at least 72 hours of paid leave to eligible team members (Pro-rated by start date).

#### **Allotment of PTO**

Full-Time team members are given PTO hours based on their tenure with the company. See the chart below.

<b>Tenure</b>	<b>PTO</b>
Less than one year	120 hours
One to two years	136 hours
Two to three years	152 hours
Three to four years	168 hours
Four to five years	184 hours
More than five years	200 hours

After each year of employment, team members will receive 16 additional hours and move up to the next tenure tier. The maximum hours allowed in PTO bank is 200 hours.

#### **Scheduling, Managing, and Payment of PTO Scheduling Time Off**

As a courtesy to your manager and teammates, PTO requests must be preapproved by and scheduled with the team member's supervisor and must be taken in one-hour increments. For one day or less, requests must be made 24 hours in advance or as soon as possible. If you are taking more than one day off, requests must be made 1 week in advance. If you are taking a week or more of PTO, the request must be made two weeks in advance. Approval for all scheduled time away is at the Company's sole discretion and is subject to applicable workloads and the needs of the department.

In the event that PTO is requested to cover legitimate, unexpected illness or emergencies, management may request the employee provide a statement from a health care provider or other documented proof concerning the justification for the unscheduled absence if absent for more than three days. If the frequency of unscheduled absences becomes excessive, the employee may be subject to disciplinary action up to and including termination of employment.

#### **Managing PTO**

Generally, unpaid time off is prohibited. It is the team member's responsibility to manage their PTO banks. Team members may not borrow from their PTO banks; therefore, no advance leave will be granted or paid.

Employees must utilize paid time off (or PML, as applicable and in accordance with state law) for all absences.

Non-exempt Team members are prohibited from performing work during their PTO or any other absence, whether paid or unpaid.

## **Payment of PTO**

For non-exempt employees, PTO is paid at the current straight-time rate of pay in effect at the time the PTO is taken. PTO is not considered hours worked and therefore is not included in any overtime calculation.

For salaried employees, they will continue to be paid their regular salary during periods of PTO.

## **Annual PTO Rollover**

Team members are permitted to roll over up to 72 hours of unused PTO annually. Any unused hours in excess of 40 are forfeited.

## **Unused PTO at Termination**

All unused PTO will be forfeited if you resign, retire, or otherwise separate from the Company.

### **3-4. Accommodations for Nursing Mothers**

MortgagePros will provide a reasonable amount of break time to accommodate team members desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide team members with the use of a room or location in close proximity to the team member's work area, other than a bathroom, to express milk in private. This location may be the team member's private office, if applicable. Please consult the Human Resource Manager with questions regarding this policy.

Team members should advise management if they need break time and an area for this purpose. Team members will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-5. Workers' Compensation**

As required by law, the Company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses. If an employee is injured or becomes ill as a result of their job, it is the employee's responsibility to immediately notify a supervisor or Human Resources of their injury in order to receive benefits. Report every illness or injury to a Team Leader or Human Resources regardless of how minor it appears. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury and the names of any witnesses. The Company will advise the employee of the procedure for submitting a workers' compensation claim. If necessary, the injured employee will be referred to a medical care facility. Employees must retain all paperwork provided to them by the medical facility. Failure to report a work-related illness or injury promptly could result in a denial of benefits.

A separate insurance company administers the workers' compensation insurance. Representatives of this company may contact an employee regarding their benefits under the plan. Additional information regarding workers' compensation is available from Human Resources.

This is solely a monetary benefit and not a leave of absence entitlement. Team members who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-6. Jury Duty**

MortgagePros realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed unpaid time off to perform such civic service as required by law, unless otherwise required by applicable wage and hour law. Employees may also utilize their PTO for this purpose.

In the event you receive notice to report for jury duty, please notify your supervisor immediately so that arrangements can be made to have your duties covered until you return to work. If, however, this time is not convenient for the Company, you may be provided with a letter to request that your jury duty be postponed.

Team members are expected to provide proper notice of a request to perform jury duty and verification of their service.

You must return to work for any reasonable time the court is closed during normal work hours. However, you will not be required to work more hours in a day than you would in a normal workday, combining hours served as a juror and performing normal employee duties. No adverse employment action will be taken against employees or applicants due to their service as a juror in state or federal courts.

### **3-7. Victims of Crime Leave**

Team members who are a victim or victim's representative, called to serve as a witness in a judicial proceeding, must notify their team leader as soon as possible.

Team members will not be compensated for time away from work to participate in a court case but may use available paid time off to cover the period of absence.

MortgagePros may not discipline or discharge, or threaten to discipline or discharge, a crime victim because that victim is subpoenaed or requested by the prosecuting attorney to attend court for the purpose of giving testimony.

Additionally, MortgagePros may not discipline or discharge, or threaten to discipline or discharge, a victim representative because that victim representative attends or desires to attend court to be present during the testimony of the victim. A victim representative includes:

- A guardian or custodian of a minor child of a deceased victim.
- A parent, guardian, or custodian of a minor victim of an assaultive crime.
- An appointed representative of a victim of an assaultive crime.

### **3-8. Bereavement Leave**

After 90-days of full-time employment, full-time Team Members may be eligible for up to three days of paid leave in the event of the death of a close relative.

If team members lose a close relative, they will be allowed paid time off of up to three (3) workdays to assist in attending to their obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, grandparents, step-parents, step-siblings, step-children or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Team members must inform their team leader prior to commencing bereavement leave. In administering this policy, MortgagePros may require verification of death.

Employees may be asked to provide documentation to substantiate their absence in accordance with this policy. Part-time and short-term team members are not eligible for paid bereavement leave. If an employee needs additional time not provided for here, they may utilize their PTO.

### **3-9. Insurance Programs**

Full-time team members may participate in Mortgagepros LLC's insurance programs. Under these plans, eligible team members can choose comprehensive health and other insurance and benefits coverage for themselves and their families.

Upon becoming eligible to participate in these plans, team members will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact Human Resources with any further questions.

### **3-10. Employee Assistance Program**

The Company recognizes that a wide range of problems - such as marital or family distress, alcoholism, and drug abuse - not directly associated with an individual's job function can be detrimental to an employee's performance on the job. We believe it is in the interest of employees and the Company to provide an effective program to assist employees and their families in resolving problems such as these as the need arises.

The Company provides a voluntary Employee Assistance Program (EAP) for employees and their eligible family members. The EAP is designed to provide voluntary, confidential, and professional counseling outside the workplace for personal problems.

To this end, the Company provides an Employee Assistance Program (EAP) for team members and their eligible family members. The EAP is designed to provide voluntary, private, confidential, and professional counseling outside the workplace for any type of personal problem. The EAP provides consultation services for referrals to local community treatment sources. All team members are eligible to use this program and are encouraged to do so. Team member visits to the EAP are held in confidence to the maximum possible extent.

Employee participation in an EAP program is completely voluntary. Participation in or successful completion of an EAP program in no way alters the at-will status of employment with the Company. Participation in the EAP does not excuse employees from complying with Company policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in an employee assistance program prevent the Company from taking disciplinary action against any employee for performance problems that occur before, during, or after the employee's seeking assistance through the program or completion of the program.

Information regarding our EAP program can be found on the ADP portal. If you have any questions, please reach out to Human Resources.

### **3-11. Employee Referral Awards**

MortgagePros encourages all team members to refer qualified job applicants for available job openings. All team members are eligible to receive team member referral awards. When making referrals, instruct the applicant to list the team member's name on their employment application as the referral source. If the referral is hired and completes 3 months of satisfactory service, determined at the Company's sole discretion, and the referring team member is still actively employed, they may be eligible to receive a monetary award, at the Company's sole discretion. The referral award, whether to issue an award, and the amount is at the Company's sole discretion.

### **3-12. Continuation of Medical Coverage (COBRA)**

To the extent required by federal law, the Company follows all applicable provisions of the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA provides employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's group health plan when a "qualifying event" affects benefits eligibility. Some common qualifying events are resignation, termination of employment (other than for gross misconduct), or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child no longer meeting eligibility requirement. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan or when it becomes aware that a qualifying event, such as termination of employment, has occurred. The notice contains important information about the employee's rights and obligations. In some instances, the employee must notify the Company and/or the insurer that a qualifying event has occurred, as the Company may not be aware-such as in the event of a legal separation. If an employee fails to notify the insurer of a qualifying event, their continuation rights could be lost.

## Section 4 - Leaves Of Absence

### 4-1. Discretionary Unpaid Medical and Personal Leave of Absence

If a full-time employee does not qualify for other approved forms of leave, a full-time employee may request a discretionary unpaid leave of absence. Employees may become eligible for a discretionary unpaid leave of absence on the first day of the month following ninety (90) days of full-time employment. A temporary, unpaid leave of absence may be granted at the sole discretion of the Company and with proper documentation to substantiate the need for a leave of absence. In order for the leave to be considered and approved by the Company, you must submit a request in writing as far in advance as possible and the expected duration of the leave. For a medical leave of absence to be considered and approved by the Company, you must submit a statement in writing from your doctor as far in advance as possible indicating the medical condition, the medical attention required, and the expected duration of the leave.

All earned paid time off must be exhausted prior to or concurrent with any leave of absence. Employees on approved leaves are not eligible for holiday pay and do not accrue paid time off or any other benefits. The employee may be required to present fitness for duty verification upon their return to work following a leave, specifying that the employee is fit to perform the essential functions of the job, with or without reasonable accommodation. Employees failing to provide the certification will not be permitted to resume work until it is provided.

Generally, a leave of absence will not exceed a period of up to eight (8) weeks. However, to be evaluated on a case-by-case basis, leave may be extended at the Company's sole discretion and in accordance with any applicable law if, prior to the end of leave, the team member submits a written request for an extension, including any applicable medical documentation to support the request, to Human Resources.

The Company will allow employees on an approved leave of absence to maintain their health insurance coverage in the same manner as active employees; however, depending on the length of the leave, the Company may require the employee to pay the full premium cost of coverage for the duration of the absence prior to the commencement of the leave of absence, whether previously borne by the Company or the employee.

If the employee fails to return to work as scheduled, the Company may require the employee to reimburse the Company the amount it paid for the employee's health insurance premiums during the leave.

Due to business need the Company cannot guarantee that your position will remain open when you return from a leave of absence. If an employee fails to return from a leave of absence as scheduled, the employee will be considered to have voluntarily resigned from their employment with the Company effective as of the last scheduled day of the approved leave of absence. Also, if an employee takes employment with another employer during an approved leave of absence, the employee will be considered to have voluntarily resigned

from the Company.

## **4-2. Military Leave ("USERRA")**

The Company will grant any eligible employee who is called to uniformed service an unpaid military leave of absence in compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state laws. To receive a military leave of absence, the employee must be absent from work because of uniformed service in the United States Armed Forces or Reserves, National Guard, Commissioned Corps of the Public Health Service, or any other category of persons designated by the President of the United States in time of war or emergency.

The employee should notify Human Resources in advance of any expected military leave of absence, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable for the employee to provide reasonable notice. Employees may use any accumulated paid time off in lieu of unpaid leave. As required by USERRA, the Company will provide the employee and their covered dependents with an opportunity to continue health insurance benefits based on the length of the employee's leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. All benefit accruals such as paid time off or holiday benefits will be suspended during the leave and will only resume upon the employee's return to active employment with the Company. The employee's time off from work for uniformed service will not count toward the employee's absenteeism record.

Upon the employee's return from a military leave of absence, the employee will be reinstated if the employee complies with USERRA and applies for reinstatement within the time required by law. If the employee properly applies for reinstatement and the former job is not available, the Company will provide the employee with a job of similar status, seniority, and pay. The Company, at their discretion, may make adjustments and exceptions to this policy, as circumstances require and in accordance with applicable law. The Company may require the employee to provide documentation of the length and character of their uniformed service upon the employee's reinstatement. The Company supports the men and women of our armed forces and prohibits discrimination against any employee because of uniformed service.

# **USERRA Military Leave Commission Compensation Policy**

## **Purpose**

This policy explains how commission-based compensation is handled for employees who take military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA). The company fully supports employees who serve in the uniformed services and is committed to ensuring they are not disadvantaged because of their service.

## **USERRA Compliance and Equal Treatment**

Under USERRA, employees returning from military service must be reinstated to the position, pay structure,

and commission-earning opportunities they would have had if they had remained continuously employed. This is known as the "escalator principle."

The company applies this principle by restoring returning service members to the same commission plan, commission rate, territory, and sales opportunities they would have reasonably maintained had they not taken military leave.

## Commission Earnings During Military Leave

Commission earnings in this role are **production-based** and require active work, including but not limited to:

- Contacting clients
- Managing leads
- Following up on opportunities
- Completing sales
- Performing required compliance steps

Because commissions depend on active performance, employees on military leave do **not** earn commissions on:

- Unworked leads
- Non-committed clients
- Sales requiring active engagement
- Any commissionable activity the employee did not perform

This rule is applied consistently to all employees on any type of leave, including PTO, medical leave, and unpaid leave. USERRA does not require employers to pay commissions for work that was not performed, provided military leave is treated the same as comparable non-military leave.

## Restoration Upon Return

Upon returning from military service, the employee will be reinstated to:

- The same commission structure and rate
- The same or equivalent territory, client assignments, or lead sources
- The same commission-earning opportunities they would have had if they had not taken leave

The employee will not lose status, seniority, or commission potential because of military service.

## Non-Discrimination and Non-Retaliation

The company strictly prohibits discrimination or retaliation against employees because of military service or military-related obligations. All employment decisions, including compensation and commission eligibility, will be made in accordance with USERRA and applied consistently across the workforce.

## OTHER MILITARY LEAVE

The Company believes it is important for its employees to fulfill their civic duties. Employees who enter either

active or inactive training duties or service in the armed forces of the state of Michigan or of the United States (including the US Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard, or any of their reserve units) will be granted leave and re-employment rights as required by applicable law.

If you have any questions regarding any military leave of absence, please contact Human Resources.

#### **4-3. Family and Medical Leave Act ("FMLA")**

The Company intends to follow all applicable provisions of the federal Family and Medical Leave Act ("FMLA") including military leave **at locations eligible for leave (50 or more employees within a 75-mile radius) if the eligibility requirements are met**. In accordance with the FMLA, employees may be eligible for FMLA benefits. Company employees who work at a location which employs fifty (50) or more employees within a seventy-five (75) mile radius and have worked for the Company for at least twelve months and at least 1,250 hours during the prior twelve (12) months may be eligible to take up to twelve (12) weeks of unpaid leave in a rolling backward twelve-month period for FMLA usage for the following reasons. **Company employees who do not meet these requirements will not be eligible for any benefits under the FMLA and are, therefore, only entitled to those benefits otherwise provided for by the Company or under applicable state law. If you have questions about whether the benefits provided by the FMLA apply to your employment, please contact Human Resources.**

FMLA leave may be taken for any of the following reasons, or any combination thereof:

1. Birth and/or care of a newborn child of the employee;
2. Placement of a child into the employee for adoption or by a foster care arrangement (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee);
3. In order to care for the employee's spouse, child, or parent who has a serious health condition;
4. The employee's own serious health condition that makes the employee unable to perform one of the essential functions of the employee's position.
5. A "qualifying exigency" arising out of the fact that the employee's child or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active-duty status (further outlined below); or
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse,

child, parent, or next of kin of the covered servicemember (further outlined below).

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

The FMLA policy described in the Company's Handbook is not exhaustive of its employees' rights and obligations pertaining to FMLA leave, nor is it exhaustive of the Company's rights and obligations under applicable law. All FMLA leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing in this Handbook should be construed to be inconsistent with applicable law and regulations.

## I. Military-Related Leave under the FMLA

### A. Military Caregiver Leave

As outlined above, employees may take unpaid leave to care for a covered service member with a serious injury or illness, provided the employee is the spouse, child, parent, or next of kin of the covered service member. An eligible employee is entitled to twenty-six (26) workweeks of unpaid leave to care for a covered service member in a single 12-month period. The single 12-month period begins on the first day the eligible employee takes FMLA leave to care for the covered servicemember and ends twelve (12) months after that date. If an eligible employee does not take all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single 12-month period, the remainder is forfeited.

As used in this policy, a covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

An eligible employee is entitled to a combined total of twenty-six (26) workweeks of unpaid leave during the single 12-month period described above. When combined with other FMLA-qualifying leave (e.g., leave for the employee's own serious health condition), the combined leave may not exceed twenty-six weeks in the single 12-month period. In no case is an eligible employee entitled to more than twelve (12) workweeks of leave for any other FMLA-qualifying reason. For example, an employee may not take more than twelve (12) workweeks of leave for their own serious health condition during the single 12-month period, even if the employee takes less than fourteen (14) workweeks of leave to care for a covered servicemember. Military Caregiver leave runs concurrent with other leave entitlements provided under federal, state, and local law.

The Company may require an employee taking Military Caregiver Leave to provide reasonable documentation or statement of family relationship to the covered service member. Further, the Company may also request medical certification to support the need for Military Caregiver Leave, as explained in more detail below.

### 1. Qualifying Exigency Leave

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. In the case of a member of the Regular Armed Forces, this means duty during the deployment of the member with the Armed Forces to a foreign country. In the case of a member of the Reserve components of the Armed Forces, this means duty during the employment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation under applicable law.

At the time the employee first requests leave because of a qualifying exigency, the Company may require the employee to provide a copy of the military member's active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active-duty status, and the dates of the military member's covered active-duty service. The Company may also request a certification from the employee in accordance with applicable FMLA regulations.

### II. Intermittent Leave

An employee does not need to use his or her leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the Company's operations.

Examples of intermittent leave would include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six months, such as for chemotherapy. An example of an employee taking leave on a reduced leave schedule is an employee who is recovering from a serious health condition and is not strong enough to work a full-time schedule. Leave due to a "qualifying exigency" may be taken on an intermittent or reduced leave schedule basis. If an employee elects intermittent leave or a reduced leave schedule, the Company may—at its sole discretion—temporarily transfer the employee who is taking leave intermittently or on a reduced leave schedule to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

### III. Use of Accrued Leave

An employee who takes FMLA leave must use all accrued paid leave, as determined by the Company's policies on paid leave, which shall run concurrently with the unpaid FMLA leave. In order to substitute accrued paid leave for FMLA leave, the employee must satisfy any procedural requirements of the Company's paid leave policy. However, the provision for substitution of the employee's paid leave does not apply where the employee takes leave pursuant to a disability plan or workers' compensation absence (unless applicable state law permits otherwise).

### IV. Requesting Leave

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The notice required must also comply with the Company's usual notice and procedural requirements for requesting leave, absent unusual circumstances. The Company generally requires written notice, providing the reasons for the requested leave, the anticipated duration of the leave, and the anticipated start of the leave. Written notice should be provided to the employee's supervisor and Human Resources.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Company may also require employees to provide a certification and periodic recertification supporting the need for leave.

Generally, calling in "sick" without providing the reasons for the needed leave, is not considered sufficient notice for FMLA leave.

Upon a request for leave, the Company will inform the employee requesting leave whether they are eligible under the FMLA. If so, the notice provided to the employee will specify any additional information required, as well as the employee's rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility.

The Company will also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee. If the Company does not designate the leave, the Company may retroactively designate leave as FMLA leave with appropriate notice to the employee pursuant to applicable law.

## V. Medical Certification

The Company requires that any employee taking leave to care for the employee's covered family member with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position, be supported by a certification issued by the health care provider of the employee or the employee's family member.

The Company generally requires that employees furnish certification at the time the employee gives notice of the need for leave or within five (5) business days thereafter, or, in the case of unforeseen leave, within (5) business days after the leave commences. An employee must provide the requested certification to the Company within fifteen (15) calendar days after the Company's request, unless it is not practicable under the circumstances despite the employee's diligent, good faith efforts to do so.

If the employee fails to provide a complete and sufficient certification, or fails to provide any certification, the Company may delay the start of FMLA leave, or deny the taking of FMLA leave. It is the employee's responsibility either to furnish a complete and sufficient certification, or to furnish to the health care provider providing the certification with any necessary authorization to release a complete and sufficient certification to the Company.

Further, the Company may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The Company may delay restoring the employee to employment without such certificate relating to the health condition that caused the employee's absence.

## VI. Returning from FMLA Leave

Upon return from FMLA leave, employees will generally be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

If an employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned his or her employment from the Company. Subject to applicable law, the Company may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expires.

## VII. Maintenance of Employee Benefits

During any FMLA leave, the Company will maintain the employee's coverage under any group health plan provided by the Company on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Employees may be required prior to the commencement of leave to make arrangements with the Company for the payment of their portion of their insurance premium during the leave period. The Company may seek reimbursement via a payroll deduction upon the employee's return to work for any employee contributions, which the employee failed to make during his or her leave of absence. For the avoidance of doubt, the Company is not obligated to provide health insurance benefits beyond the 12-week FMLA period.

An employee who fraudulently obtains FMLA leave is not protected by FMLA's job restoration or maintenance of health benefits provisions. You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. An employee is prohibited from holding outside employment during a leave of absence while benefits are being maintained. Misrepresentation of facts in the FMLA application process may subject the employee to disciplinary action up to and including termination. Any employee who fraudulently obtains FMLA leave will be subject to disciplinary action up to and including termination of employment.

## VIII. Non-Discrimination and Employee Rights

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; and to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. The Company expressly prohibits all forms of discrimination, interference, or retaliation prohibited by the FMLA.

In accordance with FMLA regulations, please note that an employee may file a complaint with the U.S. Department of Labor or may bring a private suit against his or her employer. Further, the FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective-bargaining agreement that provides greater family or medical leave rights.

#### **4-4. Earned Sick Time**

##### **Eligibility**

Mortgagepros LLC provides earned sick time (EST) to team members who work in Michigan. For team members who work in Michigan who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

##### **Grant**

Team members receive a grant of 72 hours of EST at the start of each benefit year. Team members hired after the start of the year will receive a prorated grant based on day of hire. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

##### **Usage**

EST must be used in one- (1-) hour increments or the smallest increment that the Company uses to account for absences of use of other time. Team members may not use more than 72 hours of EST in any year.

Eligible team members may use EST for the following:

1. Their mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of their mental or physical illness, injury, or health condition; or preventative medical care;
2. Their family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member;
3. If they or their family members are a victim of domestic violence or sexual assault: the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. For meetings at a child's school or place of care related to the child's health or disability or for the effects of domestic violence or sexual assault on the child; or
5. For closure of their place of business by order of a public official due to a public health emergency; for their need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a healthcare provider that team members or their family members' presence in the community would jeopardize the health of others because of exposure to a communicable disease, whether or not eligible team members or their family members have actually contracted the communicable disease.

For purposes of this policy, "family member" means: biological, adopted, or foster child, stepchild or legal ward, child of a domestic partner, or a child to whom team members stand in loco parentis; biological parent, foster parent, stepparent, adoptive parent, or team members' legal guardian or the legal guardian of the team member's spouse or domestic partner or a person who stood in loco parentis when the team member was a minor child; an individual to whom the team member is legally married under the laws of any state or a domestic partner; grandparent; grandchild; a biological, foster, or adopted sibling; an individual related by blood to the team member; an individual whose close association with the team member is the equivalent of a family relationship.

Team members' use of EST will not be conditioned upon searching for or finding a replacement worker.

Unless advised otherwise, Mortgagepros LLC will assume, subject to applicable law, that team members want to use available EST for absences for reasons set forth above, and they will be paid for such absences to the extent they have EST available.

### **Notice and Documentation**

If the team member's need to use EST is foreseeable, the team member must provide seven (7) days advance notice prior to the date the EST is to begin of the intention to use the EST to their team leader. If the team member's need for the EST is not foreseeable, the team member must give notice of the intention as soon as practicable.

For EST use of more than three (3) consecutive days, the Company may require reasonable documentation that the EST has been used for a covered purpose. Upon the Company's request, the team member must provide the documentation in a timely manner. Documentation signed by a healthcare professional indicating that EST is necessary is reasonable documentation for these purposes. In cases of domestic violence or sexual assault, one (1) of the following types of documentation selected by the team member will be considered reasonable documentation:

1. A police report indicating that the team member or the team member's family member was a victim of domestic violence or sexual assault;
2. A signed statement from a victim and witness advocate affirming that the team member or team member's family member is receiving services from a victim services organization; or
3. A court document indicating that the team member or team member's family member is involved in legal action related to domestic violence or sexual assault.

The Company will not require that the documentation explain the nature of the illness or the details of the violence.

If the Company chooses to require documentation for EST, the Company will pay all out-of-pocket expenses the team member incurs in obtaining the documentation. If the team member does have health insurance, the Company will be responsible for paying any costs charged to the team member by the healthcare provider for providing the specific documentation required by the Company.

Additionally, the Company will not require disclosure of details relating to domestic violence or sexual assault or the details of any team member's or any team member's family member's medical condition as a condition of providing sick time under this policy. If the Company possesses health information or information pertaining to domestic violence or sexual assault about the team member or team member's family member, the Company will treat that information as confidential and will not disclose that information except to the affected team member or with the permission of the affected team member.

## **Payment**

EST will be paid at a pay rate equal to the greater of either normal hourly wage or base wage or the applicable minimum wage. Use of EST is not considered hours worked for purposes of calculating overtime.

## **Carryover and Payout**

Team members may not carry over accrued, unused EST to the following year.

Unused EST under this policy will not be paid at separation.

## **Enforcement and Retaliation**

The Company prohibits any retaliatory personnel action against any team member for requesting or using EST for which the team member is eligible or for engaging in any other activity protected under the Michigan Earned Sick Time Act (ESTA). Team members have a right to file a complaint with the Michigan Department of Licensing and Regulatory Affairs for any violation of the ESTA and also are encouraged to bring any violation of this policy to the attention of the Human Resource Manager.

## **Questions**

Team members with questions concerning this policy should contact the Human Resource Manager.

## **4-5. Paid Parental Leave Policy**

MortgagePros will provide up to 4 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after 4/1/2024.

## **Eligibility**

Eligible employee must generally be FMLA eligible and meet the following criteria:

- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (short-term and temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or

younger). The adoption of a new spouse's child is excluded from this policy.

## **Amount, Time Frame, and Duration of Paid Parental Leave**

- Eligible employees may receive up to a maximum of 4 weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 4-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 4 weeks of paid parental leave in a rolling backward 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 3-month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 3-month time frame.
- In the event of a female employee who herself has given birth, the 4 weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 3-month timeframe indicated above. Any unused paid parental leave will be forfeited at the end of the 3-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

## **Coordination with Other Policies**

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' PML and PTO time, as applicable. Upon exhaustion of accrued paid time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave, such as paid time off.
- If a company holiday occurs while the employee is on paid parental leave, such a day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
  - If the employee is on paid parental leave when the Company offers administrative leave (known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will

not extend the paid parental leave entitlement.

- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

## **Request for Paid Parental Leave**

- The employee must provide their supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret and/or discontinue this policy at any time.

## Section 5 - General Standards Of Conduct

### 5-1. Guidelines for Appropriate Conduct

The Company adopts and enforces this policy to ensure orderly operations and to provide the best possible work environment. The Company expects employees to follow rules of proper conduct that will protect the interests and safety of all employees and the Company. The Company's policies, rules or guidelines for appropriate conduct apply at any time that an employee is at work, at a work event, at a work-related function or in any situation where their behavior could reflect poorly upon the Company, including without limitation, when employees are representing the Company at events, present on a customer's or potential customer's site, a job site, or driving a Company vehicle or equipment. Violation of Company policies, rules or guidelines for appropriate conduct will result in disciplinary action up to and including termination of employment.

**This list is intended to be representative of the types of activities that may result in disciplinary action, up to and/or including termination. It is not intended to be comprehensive and, therefore, the Company may impose discipline up to and/or including termination of employment for any other violation or inappropriate conduct not listed below. At the Company's discretion, disciplinary action may include but is not limited to (and may not follow any step-process) a verbal warning, written warning, suspension, or termination, or any other action that is appropriate based on the circumstances. This policy does not alter the employment-at-will relationship between you and the Company.**

- **Handbook Policies** A violation of any policy in this Handbook, including those regarding anti-discrimination and anti-harassment and equal opportunity, drug and alcohol use and testing, professional appearance, attendance and tardiness, confidential information, workplace violence, threats, and safety.
- **Insubordination** Disobedience and/or insubordination to Company management representatives; refusal to comply with lawful instructions from management personnel; or refusal to adhere to Company rules or policies.
- **Courtesy** Being disrespectful to a customer or co-worker; or use of profanity or other language which may injure the image or reputation of the Company. Employees must treat each other with dignity and respect.
- **Fraud, Dishonesty, False Statements** Falsification of any Company records, including employment

applications, time records and expense reports; customer transactions; employee purchases; or falsifying any timecard/record, or punching or preparing the timecard/record of another employee (where such action is arranged between employees, both employees are subject to discipline).

- **Fighting, Threats, Weapons** Disorderly conduct, fighting, threatening bodily injury; or possession of any weapon or bringing any weapon onto Company property.
- **Inattention to Duties** Loafing or sleeping on the job or elsewhere during working hours; or other inattention to your job duties and responsibilities.
- **Theft, Damage To or Misuse of Property** Any dishonesty, fraud, deception, or theft in connection with your employment; stealing or unauthorized possession of company, employee or vendor property; damage to or defacing Company property; or using company property, equipment or materials for any use (e.g., commercial, personal, etc.) without the consent of the Company.
- **Safety and Horseplay** Violation of established safety or health rules; engaging in horseplay, practical jokes or other activities which can cause accidents or injury to others.
- **Poor Performance or Lack of Initiative** Poor performance or a lack of initiative in connection with your employment or failing to perform your job duties and responsibilities at a level consistent with Company expectations. Sleeping on the job, wasting time, loitering or leaving your place of work without permission during working hours.
- **Company Vehicles and Equipment** Incurring tickets, fines, missing tolls while driving on Company time or driving Company vehicles or equipment. Allowing someone other than the employee (yourself) to drive a company vehicle or any other equipment.
- **Other Detrimental Activity** Engaging in any activity, either on or off the job, which reflects detrimentally or adversely on the company's reputation; making misleading, false or defamatory statements regarding co-workers, vendors or to or about customers or others connected with our business.

**The above are only examples of common-sense rules, which experience has shown to be both necessary and most effective in maintaining sound working relationships. They are only typical of cases, which can result in disciplinary action up to and/or including termination of employment at the Company's discretion and are not to be construed as limiting or restricting disciplinary action to only the specific cases listed.** The Company reserves the right to discipline employees up to and/or including termination of employment at its sole discretion for any reason including but not limited to performance, conduct, or policy violations. Discharge decisions will be based on an assessment of all relevant factors. **Nothing in this policy is designed to modify our employment-at-will policy.**

## **5-2. Attendance and Punctuality Policy**

Team members are hired to perform important functions at Mortgagepros LLC. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive and disruptive and place an unfair burden on fellow team members and team leaders. The Company expects excellent attendance from all team members. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

The Company does recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, team members are expected to notify team leaders as early as possible, but no later than the start of the workday. Asking another team member, friend, or relative to give this notice is improper and constitutes grounds for disciplinary action. Team members should call, stating the nature of the absence and its expected duration, every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with the Company.

## **5-3. Security Inspections**

In an effort to safeguard the Company's employees, their property, the Company's and its customer's property, and the property of third parties working on the Company's worksites, this policy provides guidelines for the inspection of personal property, including but not limited to vehicles brought on the Company's premises. The purpose of this policy of inspections/searches is to enforce the Company's policies prohibiting misconduct including but not limited to confidentiality, theft, and the use of illegal drugs and/or alcohol.

Employees and others on Company premises or any worksite should have no expectation of privacy in any personal property, including but not limited to vehicles, briefcases, purses, wallets, computer bags, backpacks, lunch boxes/bags, toolboxes, containers, or any other object brought onto Company or worksite premises. The Company reserves the right to question employees or third parties and/or inspect any personal property brought to and from the Company's offices, worksites, or Company-sponsored functions whenever there is reasonable suspicion to believe that any policy is being, or has been, violated. If a search/inspection is requested by the Company, it is not an accusation of wrongdoing, but rather part of an investigation.

Additionally, the Company may provide desks, offices, computers, lockers, tools, or other items for the use of its employees and third parties. At all times, these items remain the property of the Company. The Company reserves the right to search any Company property at any time. The Company may also inspect or search any work area and/or the Company's items/property at any time. Violations of this policy and/or refusal to submit to an inspection of personal property will subject the individual to disciplinary action up to and/or including termination of employment and/or ejection from the premises.

#### **5-4. Smoking and Tobacco Use**

The Company is dedicated to providing a healthy, comfortable, and productive environment for all employees and customers. Therefore, smoking (including cigarettes, cigars, pipes, smokeless/chewing tobacco, e-cigarettes, vaping, marijuana, etc.) is prohibited at all times in any Company facility and is only permissible in designated outdoor areas. Smoking of marijuana (or consuming marijuana in any manner) is prohibited at all times in or on Company property, or while on Company business, even with a valid prescription. Failure to comply with this policy may result in disciplinary action up to and/or including discharge.

#### **5-5. Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time. For safety and security reasons, team members are prohibited from having personal guests visit or accompanying them anywhere in MortgagePros facilities other than the reception areas.

#### **5-6. No Solicitation and Distribution**

To prevent disruption of operations, interference with work and inconvenience to other employees, solicitation for any cause or distribution of literature or printed materials of any kind during working time is not permitted. Working time is defined as that time when an employee should be working and is on the clock. An employee who is not on working time may not solicit an employee who is on working time for any cause or distribute literature of any kind to that person. Working time does not include lunch periods or breaks.

In addition, distribution of any and all literature or other materials is prohibited at all times in work areas. Distribution is also prohibited in non-work areas during working time.

Persons not employed by the Company may not solicit for any purpose or engage in distribution of literature of any kind on Company premises at any time. Violation of this policy may lead to disciplinary action, up to and/or including termination of employment.

## **5-7. Bulletin Boards**

Bulletin boards are provided to notify you of important information that could affect you, your job or employee benefits. These bulletin boards are to be used for official notices or announcements that have been approved by management. It is the responsibility of each employee to regularly check the bulletin board for current information.

Bulletin boards are company property and all notices that are posted are official. Employees are not permitted to remove anything that is posted by the Company. Bulletin board postings may only be made by Management and are limited to work-related issues. No other postings are permitted on Company property. Violation of this policy may lead to disciplinary action, up to and/or including termination of employment.

## **5-8. Conflict of Interest and Business Ethics**

It is MortgagePros' policy that all team members avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no team member should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any team member who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the Company;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the team member's immediate family is involved in situations such as those above. This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the team member's responsibility to report any actual or potential conflict that may exist between the

team member (and the team member's immediate family) and the Company.

## 5-9. Company Property and Equipment

Employees are responsible for the proper use, protection and maintenance of all equipment and supplies and other property furnished or made available to them by the Company, including but not limited to computers, phones, tablets, tools, machines, safety equipment, etc. Unauthorized or abusive use of such property is prohibited. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

All equipment, doors, files, gates and other equipment with locks will be kept locked securely when not in direct use and at the end of each day. Locks should be checked regularly. Company vehicles and equipment should be kept locked at all times in an unsecured location and not in use. All computers, tablets, or other electronics must be logged off, screen locked, or powered down when away from your desk for an extended period of time and at the close of each business day.

Certain employees will be issued keys or other access tools during their employment to enable them to carry out their job duties. All keys of any type remain the property of the Company. They may not be duplicated.

Please notify your Team Leader if any equipment or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Team Leader can answer any questions about an employee's responsibility for maintenance and care of equipment used in the office. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and/or including termination of employment. All Company equipment, supplies, keys and other property of the Company must be returned on the last day of employment, or sooner, if requested. Employees who fail to return any Company property upon separation of employment, or sooner as requested by the Company, will be required to reimburse the Company and may be deducted from any final pay, eligible expenses, or benefits upon separation of employment.

## 5-10. Health and Safety in the Workplace

The health and safety of team members and others on Company property are of critical concern to MortgagePros. The Company intends to comply with all health and safety laws applicable to our business. To this end, the Company must rely upon team members to ensure that work areas are kept safe and free of hazardous conditions. Team members are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management and Human Resources immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of management immediately. **Any workplace injury or accident must be reported immediately to your Team Leader and Human Resources regardless of the severity of the injury or accident. All employees have the right to report work-related injuries and accidents and will not be**

## **discharged or in any manner discriminated against for reporting work-related injuries and accidents.**

The completion of an Incident Report is required for all near misses, incidents, accidents, and injuries whether or not medical attention is required and whether or not there is damage to Company property.

**You are hereby notified that employees have a right to report work-related injuries and illnesses and that the Company prohibits discharging or discriminating in any manner against an employee for reporting work-related injuries or illnesses. In accordance with federal health and safety regulations, the Company will not discharge or in any manner discriminate against any employee for reporting a work-related injury or illness.**

All team members should familiarize themselves with these rules and guidelines as strict compliance will be expected. Any workplace injury, accident, or illness must be reported to the team member's team leader as soon as possible, regardless of the severity of the injury or accident.

### **5-11. Professional Appearance and Demeanor**

During business hours while conducting business on behalf of the Company, employees represent the Company to others. Employee appearance contributes to MortgagePro's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression of our company and team. All clothing should be neat, in good repair and properly fitted. The following guidelines are intended to assist the employee in meeting the Company's professional appearance standards, while at the same time, taking safety measures into account, but not intended to be all inclusive:

Traditional business casual attire is expected of all employees. Basic elements for appropriate and professional business attire include clothing that is in neat and clean condition. Appropriate workplace dress does *not* include clothing that is too tight or revealing; clothing with rips, tears, or frays; or any extreme style or fashion in dress, footwear, accessories, or fragrances.

Business casual dress is defined as follows:

Casual shirts: All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts, and MortgagePros attire. Examples of inappropriate shirts include Non-MortgagePros T-shirts, shirts with inappropriate slogans or graphics, tank tops, muscle shirts, camouflage, and crop tops.

Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts, camouflage, and pants worn below the waist or hip line.

Footwear: Casual slip-on or tie shoes and clean athletic shoes. Examples of inappropriate footwear include flip-flops and construction or hunting boots.

Although it is impossible and undesirable to establish an absolute dress and appearance code, MortgagePros

will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather. An employee who is unsure of what is appropriate should check with his or her Team Leader, Division Leader or Human Resources.

If a management-level employee feels that a subordinate employee's professional appearance is inappropriate and unprofessional, the employee may be asked to leave the workplace until they are properly dressed or groomed. Under such circumstances, employees may not be compensated for the time away from work. Violation of the Professional Appearance and Demeanor policy may result in disciplinary action up to and/or including termination of employment.

## **5-12. Public Relations and Media Policy**

As a means of protecting yourself and the Company, you are not authorized to speak on behalf of or as a representative of the Company to anyone seeking an interview, whether such a person represents themselves as an attorney, peace officer, investigator, reporter, or just someone who "wants to ask a few questions."

In the event that the media (i.e. a representative from a newspaper, magazine, television or radio station, etc.) should contact any location, employee, or member of management, the caller/visitor should be directed to contact the Managing Members. ONLY the Managing Members are authorized to publicly represent the beliefs, ideals, policies of the Company. Unauthorized persons making statements on behalf of the Company may be subject to discipline, up to and/or including termination of employment.

## **5-13. Business Expense Reimbursement**

The Company may reimburse employees for reasonable and necessary business expenses incurred. All expenses must be approved in advance by the team member's Team leader, and may include reasonable expenses for air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Human Resource Manager along with the receipts in a timely manner.

The Company does not reimburse for mileage unless pre-approved in writing by Human Resources.

Any expense incurred must be submitted to Human Resources and then forwarded to the accounting department for processing and reimbursement by completing the expenses reimbursement form and attaching receipts showing name(s), date(s), and amount(s) of the expenses. Employees must also provide information on the reimbursement form that substantiates the business purpose for each expense. All expenses must be submitted for reimbursement consideration within 30 days from the date the expense was incurred. A failure to submit an expense within 30 days will result in the reimbursement being denied.

Employees are expected to use good business judgment when traveling for business purposes and/or otherwise

incurring an expense on behalf of the Company. Any failure to seek authorization prior to incurring an expense, failure to timely and properly complete and submit an expense reimbursement form, and/or failure to substantiate the business purpose for the expense may result in the expense not being reimbursed at the Company's sole discretion. Similarly, should the employee not exercise good business judgment in incurring an expense, such as not utilizing reasonably priced lodging when traveling, the Company may refuse to reimburse a portion of or all of the unreasonable expense, at the Company's sole discretion. If you have a question regarding an expense, discuss it with Human Resources prior to incurring the cost.

## 5-14. Personal Advertising of Mortgage Products

Employees are not permitted to advertise mortgage rates, products, and terms. Any advertising in any form must be approved by the Managing Partners and Human Resources Manager prior to publication.

## 5-15. TELEMARKETING LAW COMPLIANCE AND SAFE HARBOR POLICY

### **INTRODUCTION AND PURPOSE**

This Telemarketing Law Compliance and Safe Harbor Policy (the "Policy") contains critical information concerning MortgagePros, LLC ("MortgagePros") policies applicable to compliance with the Telephone Consumer Protection Act ("TCPA"), the Amended Telemarketing Sales Rule (the "TSR"), and various other federal and state telemarketing laws. This Policy establishes procedures designed to ensure compliance with applicable laws and to qualify for safe harbor protections wherever available.

**YOU MUST READ THIS POLICY CAREFULLY.** It contains mandatory obligations and responsibilities you must fulfill in connection with your employment with, or services performed on behalf of, MortgagePros. Failure to comply with this Policy will result in disciplinary action up to and including termination of employment.

### **SCOPE AND MODIFICATION**

This Policy supersedes and replaces any and all prior telemarketing-related policies and practices, and any inconsistent verbal or written policy statements, solely in connection with:

1. The collection of consumer data records with TCPA Consent (as defined below) ("TCPA Consented Records");
2. The maintenance and sharing of such TCPA Consented Records; and
3. All telemarketing activities undertaken in connection with TCPA Consented Records, as well as non-TCPA Consented Records (collectively, the "Covered Topics").

MortgagePros reserves the right, in its sole discretion, to revise, delete, and add to the provisions of this Policy at any time. All revisions, deletions, or additions to this Policy must be in writing. No oral statements or representations can change any provisions of this Policy.

All questions relating to the Covered Topics, including this Policy, must be directed to your immediate

supervisor, manager, and/or MortgagePros contact, as applicable.

**IMPORTANT NOTICE:** Information in this Policy is privileged and confidential and is intended for the use of MortgagePros employees and contractors only.

### **TCPA COMPLIANCE REQUIREMENTS**

MortgagePros strictly complies with the TCPA (and state law equivalents) by ensuring the following:

1. MortgagePros obtains the TCPA-required consumer "prior express written consent" (or its state law equivalent) ("TCPA Consent"), as defined in the TCPA (and corresponding state laws, as applicable), to be contacted by MortgagePros and its third-party lending

partners ("Lenders") via automated means (including autodialed calls and/or SMS text messages).

1. **PROHIBITED ACTIVITIES:** Under no circumstances should any MortgagePros personnel engage in telemarketing activities that involve outbound pre-recorded calls, artificial voice calls, ringless voicemails, and/or the use of artificial intelligence or "soundboard" technology without express written authorization from legal counsel and executive management.
2. Unless otherwise authorized in writing in each instance, MortgagePros requires collection of TCPA Consent in connection with all leads that it generates itself and that it acquires from applicable third-party lead sellers.

### **PROCEDURE FOR ACQUIRING TCPA CONSENT FROM CONSUMERS**

#### **Website Collection Requirements**

MortgagePros owns and/or operates proprietary websites, or contracts with third-party lead sellers that operate websites (collectively, "Sites"), through which consumer data is collected via registration forms. Each Site must:

1. Present users with a clear and conspicuous TCPA Consent form containing all required elements set forth in 47 CFR §64.1200(f)(9) (the "TCPA Consent Language");
2. Include TCPA Consent Language that lists the names of the Lender(s). The Lender list should be concise, relevant, and current, with no more than three (3) Lenders included. Lenders must be identified by their respective full corporate names or registered DBAs.
3. Maintain "TCPA Consent Records" for a minimum of five (5) years, including:
  - Consumer names and associated phone numbers;
  - Copies of the TCPA Consent Language as presented to consumers;
  - Copies of the TCPA-related consent provided by consumers;
  - Date and time that consumers provided consent; and
4. When TCPA Consent Records are generated by a lead seller, that lead seller must provide MortgagePros with copies of the corresponding TCPA Consent Records concurrently with providing MortgagePros with the associated TCPA Consented Records.

## TCPA Consent Language Requirements

The TCPA Consent Language must:

1. Be presented as a stand-alone paragraph with its own unchecked box. The unchecked box next to the TCPA Consent Language **must not** be used to obtain consumer consent to any other document or call to action other than TCPA Consent, such as agreement to the applicable Site's Privacy Policy and/or Terms and Conditions, and/or consent to receive commercial e-mail. Such non-TCPA consumer consent should be obtained by and through a separate paragraph, with a separate unchecked box;
  2. Only apply to, and list, the applicable Lender(s) and/or MortgagePros, and no other business entity;
  3. Be located directly above the call-to-action button, which should read "Agree and Submit";
- 
1. Not be in grey scale and/or of a smaller type size than other language on the applicable Site page;
  2. Never be pre-populated with the consumer's telephone number;
  3. Never have a pre-populated check box;
  4. Include an alternative means to sign up for the featured product, service, and/or offer other than by providing TCPA Consent; and
  5. State that consumers may withdraw their consent at any time.

Additionally, each Site must have a Privacy Policy that contains disclosures required by the TCPA, TSR, and other applicable laws, including clear disclosure to consumers that the Site operators collect telephone numbers and that:

- The Site operators and MortgagePros are permitted to use those telephone numbers for telemarketing purposes (subject to collection of valid TCPA Consent); and
- The Site operators and MortgagePros are permitted to share those telephone numbers with third parties, such as Lenders, for marketing purposes.

## Third-Party Verification Requirements

Jornaya's Lead ID or Active Prospect's TrustedForm certification protocols must be implemented on all Sites. These services collect evidence of TCPA Consent. The applicable Site Privacy Policies must disclose that Sites use these technologies to record visits and certain user actions, and affirmative consent must be obtained from each Site visitor prior to these technologies engaging in any visitor tracking. These consent records must be maintained for a minimum of five (5) years following collection.

## TCPA Consent Revocation Procedure

When a request for TCPA Consent revocation is received:

1. The individual revoking TCPA Consent must be immediately placed on internal Do-Not- Call Lists ("DNC List");
2. The party receiving the TCPA Consent revocation must promptly, but in no event more than three (3) business days later, notify all parties to whom the subject lead was shared of the revocation, with instructions to not call/text that user again; and
3. A request for TCPA Consent revocation must be treated as a request to opt out of receiving both future calls and future texts.

### ***TSR COMPLIANCE AND RECORDKEEPING PROTOCOLS***

MortgagePros must maintain records of all service providers used to perform telemarketing services on its behalf, including contracts with those third parties. These contracts must:

1. Require service providers to implement record retention requirements applicable to MortgagePros; and
1. Contain audit provisions sufficient to grant MortgagePros access to records of telemarketing activities on MortgagePros' behalf.

MortgagePros and its telemarketing service providers must collect and retain the following records for a minimum period of five (5) years:

1. Records of all outbound telemarketing calls/texts and call/text detail records
2. Copies of each substantially different telemarketing script
3. Customer information, including purchase data
4. Records of established business relationships with consumers
5. Personnel records for employees involved in telephone sales or solicitations
6. Consent records obtained under the TSR
7. Records of opt-out requests
8. National Do Not Call Registry access records

### ***TELEMARKETING PROCEDURES AND PROTOCOLS***

#### **Script Review and Approval**

All telemarketing scripts intended for use in connection with telemarketing activities must be submitted to your

immediate supervisor, manager, and/or MortgagePros contact for prior written approval in each instance. You may not modify, alter, amend, and/or deviate from any approved scripts.

## Mandatory Data Scrubbing

Prior to calling/texting, each telemarketer must scrub all data against:

1. The MortgagePros DNC List, which includes all users who have either contacted MortgagePros and requested not to be contacted again or otherwise revoked their respective TCPA Consent; and
2. Any DNC List applicable to the telemarketer.

## Time of Day/Call Frequency Restrictions

1. Calls/texts may only be placed/sent between the hours of 8:00am and 9:00pm local time in the recipient's time zone.
2. Calls/texts should not be placed/sent on Sundays.
3. Residents in the States of Alabama, Louisiana, Mississippi, Pennsylvania, Rhode Island, and Utah should not be contacted on federal holidays.
4. For residents of (and consumers with area codes for) Florida, Maryland, and Oklahoma, telemarketers may not make more than three (3) commercial solicitations via telephone or text to the same person during any twenty-four (24) hour period regarding products/services in the same business vertical.
5. Massachusetts prohibits calls before 8:00am or after 8:00pm, 7 days a week, as does Delaware, Maine, and Montana.

## Prohibited Calls

You are prohibited from making outbound telephone calls using an Automatic Telephone Dialing System ("ATDS") to any of the following:

- Any emergency telephone line and/or emergency line of a hospital, physician, health care facility, poison control center, fire department, or law enforcement agency;
- The telephone line of any guest room or patient room in a hospital or healthcare facility;
- Any healthcare facility, elderly care facility, or similar establishment; and/or
- Any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the call recipient is charged for the call.

## In-Call Rules

1. In situations where a consumer answers, and the call is automatically dropped or not connected to a salesperson within two (2) seconds, the TCPA considers the call "abandoned." Abandoned calls must average no more than three percent (3%) for each campaign over a thirty (30)-day period.
2. Caller identification requirements must be met - cannot block or transmit misleading caller identification information.
3. The No Rebuttal Rule means that if a consumer indicates that he or she is not interested in a product and/or service promoted by the telemarketer, the call must proceed to the courtesy close, and the telemarketer may not continue to try to convince the consumer to purchase/obtain the product and/or service being offered. Observe the "No Rebuttal Rule" in states including AK, AR, ID, KS, MS, NC, PA, UT, and WA.
4. The Permission to Continue Rule requires the telemarketer to ask the call recipient for permission to continue with the call at the outset of the call. Observe the "Permission to Continue Rule" in states including CT, IL, KY, NY, OR, and SD.
5. For states other than those adhering to the No Rebuttal Rule, only one (1) "rebuttal" is permitted before proceeding to the courtesy close.

## State-Specific TCPA Requirements

MortgagePros and all telemarketers must comply with the following state-specific telemarketing laws in addition to federal requirements:

### California

1. Additional disclosures required: Must clearly inform the called party at the beginning of the call that it is a telemarketing call (or sales call) and identify the person on whose behalf the call is being made.
2. Cannot use pre-recorded messages in telemarketing under the California Invasion of Privacy Act unless prior consent is obtained.
3. Must honor Do-Not-Call requests for ten (10) years (vs. federal five (5)-year requirement).

### Florida

1. Under the Florida Telemarketing Act, telemarketers must:
  - Register with the Florida Department of Agriculture and Consumer Services;
  - Post a bond if the telemarketer engages in certain activities;
  - Make calls only between 8:00am and 9:00pm local time; and
  - Disclose within the first thirty (30) seconds: name of salesperson, company name, and purpose

of call.

2. Mini-TCPA law (effective July 1, 2021) includes:

- Private right of action for unwanted calls/texts.
- Prohibition on the use of auto-dialers without prior express written consent.
- Statutory damages of \$500-\$1,500 per violation.

New York

1. Within the first sixty (60) seconds of each call, must provide called party with name of caller, name of person on whose behalf the call is being made, and telephone number or address where calls can be received.
2. Required registration with NYS Department of State for telemarketers doing business in New York.

Texas

1. Requires telemarketers to register with the Secretary of State.
2. Must identify the solicitor and the company immediately.
3. Prohibits calls before 9:00am or after 9:00pm on weekdays and Saturdays or before noon or after 9:00pm on Sundays.

Washington

1. Commercial telephone solicitors must register with the Department of Licensing.
2. Must identify the individual caller, company, and product within the first thirty (30) seconds of each call.
3. Automatic dialing devices prohibited unless introduced by a live operator who obtains consent.

Michigan

1. Registration with Attorney General required for certain telemarketing activities.
2. Must honor state-specific Do-Not-Call registry.
3. Must provide clear notice of rights to be placed on MortgagePros-specific do-not-call list.

New Jersey

1. Caller must identify themselves within first thirty (30) seconds.

2. Prior express written consent required for robocalls.
  1. Must give phone number or address where seller can be contacted during normal business hours.
  2. Prohibits blocking of caller ID information.

#### Colorado

1. No-Rebuttal Rule: If consumer expresses disinterest, must end the call.
2. Must provide the name and telephone number of the seller during the call.
3. Registration required for certain telemarketing activities.

#### Indiana

1. "Do-Not-Fax" law restricting unsolicited commercial faxes.
2. State DNC list requirements in addition to federal requirements.
3. Automatic dialer operator must register with state.

#### Kentucky

1. Must clearly state the call is a sales call at the beginning.
2. Must provide the name of the caller and business within the first thirty (30) seconds of each call.
3. No calls allowed on state holidays.

All telemarketing calls must be recorded and records maintained for at least five (5) years. At the outset of all calls:

1. The caller must state their real first and last name, and the full corporate name/registered DBA of the party on whose behalf the call is being placed;
2. The caller must disclose the purpose of the call clearly, including details about products/services promoted and any associated costs; and
3. The called party must be notified that the call will be recorded for quality assurance purposes.

Telemarketers are prohibited from:

1. Making false and/or misleading statements during any telemarketing calls; and
2. Using threats, intimidation, or profane/obscene language during any call.

#### Do-Not-Call Request Procedure

When a Do-Not-Call request is received during a call or from a text message recipient:

1. The individual making such request must be immediately placed on the internal DNC List.
1. The party receiving the Do-Not-Call request must promptly, but in no event more than three (3) business days later, notify all parties to whom the subject lead was shared of the Do-Not-Call request, with instructions not to call or text that user again.
2. A Do-Not-Call or Do-Not-Text request received during a call, or from a text message recipient, should be treated as a request to receive no more calls and no more texts.

#### ***SMS TEXT MESSAGING COMPLIANCE***

##### Federal SMS Requirements

1. All text messages must include:
  - Identity of the sender;
  - Clear opt-out instructions; and
  - Customer service contact information.
2. Frequency of text messages must match what was disclosed during opt-in.
3. Text messaging campaigns must maintain separate consent from voice calling campaigns.
4. Any material changes to the text program require new consent from consumers.

##### State-Specific SMS Requirements California

1. California Consumer Privacy Act (CCPA) applies to text message marketing.
2. Must honor "Do Not Sell My Personal Information" requests related to text marketing.
3. Must provide privacy notices before obtaining consent for text messages.

## Florida

1. Under Florida's mini-TCPA, written consent must specifically include:
  - Clear authorization for texts from an automatic system;
  - The specific phone number authorized to receive texts; and
  - Signature of the person providing consent.

## Washington

1. No text message solicitations to any Washington resident registered on the state's Do- Not-Call list.
2. Must maintain records of text messaging opt-ins for at least 24 months.

## Additional SMS Rules

### **Advertising Material Requirements**

Advertising that solicits TCPA Consent for SMS marketing campaigns (but not the TCPA Consent language itself) must contain all of the following:

1. The applicable program/campaign name;
1. A description of the applicable product/service;
2. The categories/types of SMS text messages to be sent;
3. The anticipated frequency of messaging;
4. The URL to the applicable sponsor's Terms and Conditions;
5. URL to the applicable sponsor's Privacy Policy;
6. Opt-out (STOP) instructions;
7. HELP instructions; and
8. A disclosure that "Message and Data Rates May Apply".

### HELP Message Requirements

SMS text recipients must be able to receive help information by texting the keyword "HELP" to the applicable program short code. HELP response text messages should contain:

1. The applicable program or sponsor name;
2. A description of the applicable program;
3. The anticipated frequency of messaging;
4. A toll-free number and web address for support;
5. Opt-out (STOP) instructions; and
6. A disclosure that "Message and Data Rates May Apply".

## Opt-Out (STOP) Response Requirements

Telemarketers must offer subscribers the opportunity to revoke their TCPA Consent at any time by texting "STOP" to the short code used for the applicable program. Similar keywords including END, CANCEL, UNSUBSCRIBE, and QUIT must also be honored.

## ***SAFE HARBOR QUALIFICATION REQUIREMENTS***

To ensure MortgagePros qualifies for safe harbor protections under the TCPA, TSR and state telemarketing laws, MortgagePros will maintain and document:

1. **Written Procedures and Standards:** This Policy and related procedures demonstrate MortgagePros' commitment to TCPA/TSR compliance.
  2. Comprehensive Training Program:
    - All employees involved in telemarketing must complete mandatory TCPA/TSR compliance training upon hire.
    - MortgagePros must require quarterly refresher training sessions on TCPA/TSR regulations and company policies.
    - MortgagePros must maintain documentation of all training sessions, including attendance records and curriculum.
    - MortgagePros must require specialized state-specific training for employees who contact consumers in states with unique requirements.
  3. Regular Monitoring and Enforcement - MortgagePros must require:
    - Weekly audits of telemarketing calls.
    - Monthly reviews of SMS messaging campaigns.
- 
1. Progressive Discipline for Violations:
    - MortgagePros must maintain clear documentation of all violations.

- MortgagePros must ensure the consistent application of disciplinary steps (detailed in this Policy).
- MortgagePros must review of all warnings and terminations by legal/compliance staff.
- MortgagePros must record maintenance of all disciplinary actions for at least five (5) years.

1. Evidence of Good Faith:

- MortgagePros will promptly investigate any potential TCPA/TSR violations.
- MortgagePros will take immediate corrective action for any identified compliance gaps.
- MortgagePros will make proactive updates to this Policy based on regulatory changes.
- MortgagePros will engage in frequent consultation with legal counsel on evolving TCPA/TSR interpretations.

The above safe harbor measures, combined with strict adherence to this Policy, are designed to demonstrate MortgagePros' good faith efforts to comply with all telemarketing regulations and to secure available safe harbor protections.

### ***EMPLOYEE MONITORING AND DISCIPLINARY PROCEDURES***

#### Compliance Monitoring

MortgagePros will conduct regular audits and monitoring of compliance with this Policy. These audits include:

1. Call monitoring and recording review.
2. Script adherence verification.
3. Do-Not-Call list compliance checks.
4. TCPA Consent verification.
5. Data handling practice reviews.
6. State-specific compliance verification.

#### Progressive Discipline for TCPA/TSR Violations

MortgagePros implements the following progressive discipline protocol for any violations of this Policy:

#### First Violation:

- Verbal warning.
  - Mandatory refresher training on TCPA/TSR requirements.
- 
- Documentation in employee file.

Second Violation (within three (3) months):

- Written warning.
- Additional comprehensive compliance training.
- Temporary suspension from telemarketing activities (1-3 days).
- Increased supervision and call monitoring.

Third Violation (within three (3) months):

- Final written warning.
- Extended suspension from telemarketing activities (1 week).
- Comprehensive retraining on all telemarketing compliance requirements.
- Performance improvement plan implementation.

Fourth Violation (within three (3) months) or Willful/Intentional Violation:

- Immediate termination of employment

Documentation Requirements:

- All violations must be thoroughly documented.
- Records must include date, nature of violation, and corrective action.
- Documentation must be maintained in both employee files and centralized compliance records.
- Records must be preserved for a minimum of five (5) years.

**Note:** Particularly egregious violations may result in immediate termination of employment, regardless of

progressive discipline steps.

## Reporting Violations

MortgagePros encourages all employees to report suspected violations of this Policy to their supervisor, manager, or compliance officer. No retaliation will be permitted against any employee who reports potential violations in good faith.

### 5-16. References

MortgagePros will respond to reference requests through the Human Resources Department. The Company will provide a neutral reference consisting only of the team member's date of hire, date of separation, and position(s) held. Requests for reference information must be in writing, and responses will be in writing. Please refer to all requests for references to the Human Resources Department. **Only the Managing Members and/or the Human Resources Department are authorized to provide references.**

### 5-17. Resignation

Should any team members decide to leave the Company, we ask that they provide a Team leader with at least two (2) weeks' advance notice of departure. All resignation notices must be provided in writing. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Team members also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, team members will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all team members are employed at-will and nothing in this handbook changes that status.

### 5-18. Exit Interviews

Team members who resign are requested to participate in an exit interview with the Human Resources Representative, if possible.

### 5-19. A Few Closing Words

This handbook is intended to give team members a broad summary of things they should know about Mortgagepros LLC. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Mortgagepros LLC, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Team members should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

## Section 6 - Technology And Communication-Related Policies

### 6-1. Confidentiality Policy

#### I. Confidentiality Obligations

Many aspects of the Company's business, with the exception of those normally found in the public domain, are confidential and proprietary information and are only to be shared with co-workers on a need-to-know basis. This includes, but is not limited to, technologies and concepts; financial position; financial information relating to the Company's products, services or performance; expansion plans; systems, forms, methods, procedures, techniques, and analyses; computer programs; proprietary software, analysis tools, materials, products, production; product or service pricing and cost, price lists, pricing methods; formulas, product sources; legal actions, contracts, and contract terms; or other information of or regarding the Company's partners, vendors, customers, suppliers, and contractors and their contact information, preferences and/or abilities. Employees must keep all Company business confidential, including but not limited to, past, present, and future projects or proposals, estimates, designs, technical information related to services or products provided or sold; formulas, drawings, and specifications; research and development; vendor and supplier lists and contact information; identity, authority and responsibility of key accounts; vendor and supplier capabilities; marketing plans and strategies and related data; data related to marketing and servicing programs, terms and conditions and financial agreements; terms and conditions of contracts; composition and organization of business accounts; peculiar risks inherent to company operations; business plans and strategies, sales and sales related reports; commission rates; terms of service arrangements; client and prospect lists and contact information; client relations and preferences; and confidential employee information which the employee receives in confidence due to their role with the Company, such as access to personal files for Human Resources personnel. The Company recognizes the confidentiality of all business data, and no employee shall seek to obtain such competitor data through collusion, bribery, or any illegal or unethical means.

Further, the Company expects that any knowledge, techniques, written materials and other information relative to the Company's business developed during employment remain the property of the Company.

While employed, or thereafter, you may not copy, discuss or distribute any Confidential Information (whether verbally or through any written medium such as emails, the internet or social media) which comes into your knowledge or possession as a result of, or incident to, your employment with the Company, other than for an approved Company use. At the termination of an employment relationship with the Company, employees must return to the Company all Company property, including but not limited to any Confidential Information.

If in doubt as to whether any material or other information is Confidential Information, you must ask Human

Resources prior to such disclosure. An employee's attempt to gain access to restricted files or documents (whether stored in hard copies or electronic copies) without prior approval of Human Resources is strictly prohibited.

Some employees at hire may be required to complete a Non-Compete, Non-Solicitation, and Confidentiality Agreement; Confidentiality and Non-Disclosure Agreement; or other form of restrictive covenant depending on their position with the Company. For the avoidance of doubt, nothing in this Handbook shall be construed to limit or alter in any way the terms of such Agreements. Any employee who discloses or fails to take measures to keep confidential trade secrets or confidential business information will be subject to disciplinary action up to and/or including termination of employment, even if they do not actually benefit from the disclosed information. No employee will store confidential or proprietary information outside of the Company in any form. Additionally, any employee upon termination who takes, uses, downloads, or discloses trade secrets or confidential information will be subject to prosecution and civil and criminal penalties to the limits prescribed by law.

## **I. Defend Trade Secret Act Notice**

Employees are hereby notified in accordance with the Defend Trade Secrets Act of 2016 that employees will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Employees are further notified that if an employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, such employee may disclose the employer's trade secrets to their attorney and use the trade secret information in the court proceeding if such employee: (a) files any document containing the trade secret under seal and (b) does not disclose the trade secret, except pursuant to court order.

### **6-2. Technology Resources and Communications Systems Policies**

The Company's computers, networks, communications systems, and other technology resources are intended for business purposes only during working time and at all other times, except as narrowly set forth below. To protect the Company and its employees, it is the Company's policy to restrict the use of all technology resources and communications systems as described below. Each user is responsible for using these resources and systems in a productive, ethical, and lawful manner.

The Company's policies prohibiting discrimination and harassment, namely its EEO and Anti-Discrimination and Anti-Harassment policies, apply to the use of the Company's technology resources and communications systems. No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on race, color, national origin, sex, age, disability, religion, or any other characteristic protected by federal, state, or local law.

The use of the Company's technology resources and communications systems by an employee shall signify their understanding of an agreement to the terms and conditions of this policy, as a condition of employment. If you have any questions regarding this policy, please contact Human Resources.

### Security, Access, and Passwords

It is the responsibility of each employee to adhere to all security guidelines, including but not limited to the creation, format, and scheduled changes of passwords. All usernames, pass codes, passwords, and information used or stored on the Company's computers, networks, and systems are the property of the Company. No employee may use a username, pass code, password, or method of encryption that has not been issued to that employee or authorized in advance by the Company. Employees must use all passwords/passcodes assigned by the Company without modification, unless otherwise approved. If permitted to create your own password, you must provide the password to Human Resources.

No employee shall share usernames, pass codes, or passwords with any other person. An employee shall immediately inform Human Resources if they know or suspect that any username, pass code, or password has been improperly shared or used, or that security has been violated in any way.

All computers, tablets, or other electronics must be logged off, screen locked, or powered down when away from your desk for an extended period of time and at the close of each business day.

All data and information created, entered, stored, retrieved, accessed, viewed or transmitted via the Company's technology resources or other equipment are the property of the Company and are confidential and proprietary. Company-related data may not be used for any purpose unrelated to Company business. Nor may it be sold, transmitted, conveyed, or communicated in any way to anyone outside of the Company without the Company's express authorization.

### Resources and Systems Covered by This Policy.

This policy governs all technology resources and communications systems owned by or available at Company, and all use of such resources and systems when accessed using an employee's own resources, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems.

- Printers, photocopiers, and scanners.
  - Fax machines, e-fax systems, and modems.
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- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
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- Any physical security systems and devices, including access key cards and fobs.

#### **No Expectation of Privacy.**

All contents of the Company's technology resources and communications systems are the property of the Company. Therefore, by using such resources provided, you agree that you have no expectation of privacy whatsoever in any message, email, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, created on, or printed from, or stored or recorded on the Company's electronic information and communications systems.

You are expressly advised that to prevent against misuse, or as may be required by law, or as necessary for, or incidental to auditing, security and investigative activities, and to ensure effective technology resource administration and policy compliance, as with all other Company property and equipment, the Company reserves the right to search, monitor, inspect, access, review, and/or disclose (to law enforcement or any other third party) without further notice ("monitoring"), every employee's activities using the Company's technology resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, log-ins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies, in accordance with applicable state law.

The Company may also store copies of such data and communications for a period of time after they are created and may delete such copies from time to time without notice. Do not use the Company's technology resources and communications systems for any matter that you desire to be kept private or confidential from the Company.

#### **Network Systems**

The Company maintains integrated computer and data communications networks to facilitate all aspects of its business. You may never sign on to any network equipment, program, social media, or any technology resources using the password or username of another employee. No employees should access, attempt to

access, alter, or delete any network document except in furtherance of authorized Company business.

#### All Streaming Content Prohibited on Company Resources

Employees may not access streaming music, Internet radio, or streaming video websites (e.g., Spotify, Apple Music, iHeart Radio, Netflix, YouTube, etc.), utilizing the Company's internet or WiFi access whether on Company or personal equipment, unless for approved business purposes.

#### Downloading and Installing Software/Website Agreements

The Company licenses the use of computer software from a variety of outside companies. The Company does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it except for backup purposes. Company employees shall use the software only in accordance with the license agreements. Employees learning of any misuse of software or related documentation shall notify Human Resources immediately. According to applicable copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment. The Company does not condone the illegal duplication of software. Employees who make, acquire, or use unauthorized copies of computer software may be subject to disciplinary action up to and including termination of employment. Any doubts concerning whether an employee may copy or use a given software program should be raised to Human Resources.

Email and downloading from the internet are prime sources of viruses and other malicious software. Therefore, no one may download or install any software or shareware to their hard drive that is not expressly authorized or approved by Human Resources, which includes but is not limited to iTunes purchases. In addition, employees may not accept the terms or conditions of website agreements without first obtaining approval from Human Resources.

#### Confidentiality and Proprietary Rights

The Company's confidential information and intellectual property (including trade secrets) are extremely valuable to the Company. Treat them accordingly and do not jeopardize them through your business or personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail. As set forth in the Company's Confidentiality Policy, disclosure of the Company's confidential information to anyone outside of the Company is prohibited. Ask Human Resources if you are unsure whether to disclose confidential information to particular individuals or how to safeguard the Company's confidentiality information and proprietary rights.

Do not use the Company's name, brand names, logos, taglines, slogans, or other trademarks without written permission from the Managing Partners.

This policy also prohibits use of the Company's technology resources and communications systems in any manner that would infringe on or violate the proprietary rights of third parties. Electronic communications

systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent, and/or trade secret law. You should not knowingly use or distribute any such material downloaded from the internet or received by email without the prior written permission of Human Resources.

### Email and Text Messaging

The Company provides certain employees with access to email and/or text messaging systems for use in connection with performing their job duties. The Company seeks to provide stable and secure email and text messaging systems (including SMS and internet-based instant messaging) with rapid, consistent delivery times that promote communication for business purposes without incurring unnecessary costs or generating messages that are unproductive for the recipient. Many of the policies described in this policy governing use of the Company's email and text messaging systems are aimed at reducing the overall volume of messages flowing through and stored on the network, reducing the size of individual messages, and making the system more efficient and secure.

### Spam

Unfortunately, users of email and text messaging will occasionally receive unsolicited commercial or bulk messages (spam) which, aside from being a nuisance and a drain on technology resources, might be a means to spread computer viruses and other malicious software. Avoid opening unsolicited messages and report any suspicious messages to the administrator. Delete all spam immediately. Do not reply to the message in any way, even if it states that you can request to be removed from its distribution list. If delivery persists, contact the email administrator who will block any incoming messages from that address.

Users should be aware that spammers have the ability to access email addresses that are listed as senders or recipients on email messages, on websites, user discussion groups, and other internet areas. Therefore, you should be cautious about using and disclosing your Company email address. Work e-mail addresses should not be posted on any websites or used in relation to any e-commerce sites (e.g., eBay, Craigslist, etc.) for any non-related business purposes. In addition, the Company's resources may not be used to job search outside of the Company or solicit outside business ventures.

### Etiquette

Proper business etiquette should be maintained when communicating via email and text messaging. When writing business email, be as clear and concise as possible. Sarcasm, poor language, inappropriate comments, attempts at humor, and so on, should be avoided. When communicating via email or instant messages, there are no facial expressions and voice tones to assist in determining the meaning or intent behind a certain comment. This leaves too much room for misinterpretation. Email communications should resemble typical professional and respectful business correspondence.

Remember: Email is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.

### Personal Use of Company-Provided Email

Personal use of Company-provided email is never permitted.

### Internet and Social Media

The Company provides desktop internet access to certain employees for use in connection with performing their job duties. The following outlines the Company's expectations regarding internet and social media access and use by employees.

Personal Use of the Internet: We recognize that employees might work long hours and occasionally may desire to access the internet for personal activities at the office or by means of the Company's computers, networks, and other technology resources and communications systems. We authorize such occasional use (for office employees only) so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity.

Using the internet to access pornographic, sexually explicit, or "hate" sites, or any other website that might violate law or the Company's policies against harassment and discrimination is never permitted. Also, as stated above, streaming of any content using Company resources is never permitted.

Remember that the Company expressly reserves the right, without further notice, to monitor and review records of all websites visited by you, any postings or downloads you make while visiting websites, and during your other internet activities using the Company's resources and communications systems, and you consent to such monitoring and review by your use of internet access provided by the Company.

### Use of Social Media

The internet provides unique opportunities to participate in discussion groups and activities and share information on particular topics using a wide variety of social media. Social media is technology that enables online users to interact and share information (including video, audio, photographs, and text) publicly or privately. The Company respects the right of any employee to use social media. However, to protect the Company's interests and ensure employees focus on their job duties, employees must adhere to the general internet use guidelines and rules in this policy, and the following related specifically to social media use:

**Personal use of social media is never permitted during working time or by means of the Company's computers, networks, and other technology resources and communications systems, unless authorized for business purposes.** Employees are not permitted to use Company internet, Wi-Fi, or cellular data to access social media. The Company acknowledges that its employees may access social media on their own time, but employees must not use their work e-mail address in connection with their social media accounts, not post their e-mail address on any social media or other websites, and not utilize any Company technology resources or

communication systems.

- Remember that anything you post or send using social media, even outside the workplace, could reflect on the Company, in addition to yourself, and might create legal liabilities for the Company or damage its business or reputation.
- To avoid the risk of the Company incurring legal liability or business damage as a result of your use of social media, even outside of the workplace, remember that you are solely responsible for all content that you post or send. The Company prefers that you avoid identifying yourself as an employee of the Company or mentioning the Company or any of its products or services unless you receive written instructions or permission from Human Resources to do so.
- If you do identify yourself as an employee of the Company, you may not identify yourself as a representative of the Company and it is recommended that you include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views expressed by me do not represent the views of my employer." This is necessary to avoid damage to the Company's business reputation and goodwill in the marketplace. Also note, if you endorse the Company in any way, you must disclose your affiliation and role.
- Employees creating a link from a personal social media site to the Company website should clearly disclose their employment relationship with the Company.
- If your job duties require you to speak on behalf of the Company in a social media environment, you must be authorized by the Managing Members to act as the Company's representative or must otherwise seek approval for such communication from the Managing Members. Likewise, if you are contacted for the Company's comment for any publication, including any social media outlet, direct the inquiry to the Managing Members and do not respond without written approval. Note that the Company owns all social media accounts used for business purposes on behalf of the Company, including any and all content associated with each account, such as followers and contacts. The Company owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information regardless of separation of any employee from employment with the Company.
- Ensure that none of your social media participation violates any contractual obligations you have to the Company or its policies, including the Anti-Discrimination and Anti-Harassment policy and Confidentiality policies. Employees are strictly prohibited from sharing on social media any trade

secrets (as defined by the Company's Confidentiality policy in this Handbook, and any Confidentiality Agreement signed by Employee or any applicable federal or state law) or confidential and/or proprietary information of the Company. Employees should be advised that publishing confidential information or trade secrets could potentially lead not only to disciplinary action up to and/or including termination, but also to a violation of state and/or federal law and violation of any Confidentiality Agreement signed by employees.

- Employees must be respectful to all parties referenced in or affected by their publication on social media. Do not post or send anything through social media that your co-workers or customers, clients, business partners, suppliers, vendors, or other affiliates of the Company or its affiliates could find intimidating, threatening, abusive, offensive, including ethnic slurs, harassing comments, discriminatory comments, or obscenity.
- If you are unsure about the appropriateness of any posting or communication, discuss it with the Managing Members and refrain from making the posting or communication until you have had it approved.
- Any conduct that under the law is impermissible if expressed through any other public forum is also impermissible if expressed through social media.
- If you see content in a social media environment that reflects poorly on the Company or its members, notify the Managing Members immediately. Protecting the Company's goodwill and business reputation is part of every employee's job.
- Finally, keep in mind the speed at which information can be relayed through social media, and the manner in which it can be misunderstood and distorted by readers and subsequent re-posters. Accordingly, the Company urges all employees not to post information regarding the Company or their jobs that could lead to morale issues in the workplace or that might detrimentally affect the Company's goodwill or business reputation.

#### Telephone and Voicemail

The Company provides landline and/or mobile telephone access and voicemail systems to certain employees for use in connection with performing their job duties. To ensure that our customers are provided with

courteous and respectful service, and to prevent misuse of the Company's resources, telephone conversations and voicemail messages of every employee may, without notice, be monitored, recorded, and reviewed.

#### Personal Use of Company Phones and Voicemail

Telephones at the Company are important to our everyday operation and are intended for business purposes. Excessive use of phones for personal calls during business hours may result in disciplinary action up to and/or including termination of employment.

Remember that the Company expressly reserves the right, without further notice, to monitor, review, and record telephone conversations and voicemail messages you have or leave, whether business or personal in nature, and you consent to such monitoring, review, and recording by your acknowledgement of this policy and by using any of the Company's telephones or voicemail systems.

#### Inappropriate Use of Company Technology Resources and Communications Systems

You are never permitted to use the Company's technology resources and communications systems, including email, text messaging, internet access, social media, telephones, and voicemail, for any inappropriate or unlawful purpose. This includes but is not limited to:

- Misrepresenting yourself as another individual or Company.
- Sending, posting, recording, or encouraging receipt of messages or information that may be offensive because of their content.
- Revealing proprietary or confidential information, or intellectual property without authorization.
- Conducting or soliciting illegal activities.
- Representing your personal opinion as that of the Company.
- Interfering with the performance of your job or the jobs of other employees.
- Sharing with or disclosing to any other employee or third party any passwords or access codes (except as requested by the President).
- Storing any personal data, files, photos, or any other personal information on technology resources or communication systems.
- Unauthorized or abusive use of technology resources or Company equipment.
- Unauthorized access of e-mail, data and use and/or disclosure of other users' passwords. For example,

Unauthorized use of other users' passwords is prohibited, as is accessing other user's files or communications without any legitimate business purpose.

- Misrepresenting, obscuring, suppressing, or replacing one's identity or the origin of data or communications. Each user's name, e-mail address, organizational affiliation, time and date of transmission, and related information included with electronic communications must always reflect the true originator, time, date and place of origination, as well as the original message's true content.
- For any other purpose that violates the Company's policies or practices.

### Anti-Discrimination and Anti-Harassment

You are absolutely forbidden from using the Company's technology resources in any way that may be construed to violate the Company's EEO and/or Anti-Discrimination and Anti-Harassment policy. This prohibition includes sexually explicit or offensive images, messages, cartoons, jokes, ethnic or religious slurs, racial epithets or any other statement or image that might be construed as harassment or disparagement on the basis of race, color, national origin, ancestry, sex, gender, sexual orientation, gender identity, transgender status, religion, age, citizenship status, disability, pregnancy, military status, genetic information, or any other basis protected by federal, state or local law. You are required to take all reasonable steps to avoid and eliminate receipt of any potentially offensive material; claiming to be a passive recipient of offensive material is unacceptable. Prohibited conduct includes sending e-mail messages to someone who has requested the user not to do so.

### Unlawful Use

The Company's technology resources may not be used to intentionally or unintentionally violate any local, state, federal or international civil or criminal law, including copyright and patent laws and U.S. Securities and Exchange Commission regulations. Unlawful activity includes, but is not limited to, lotteries, raffles, gambling for anything of value and participating in or facilitating in the distribution of unlawful materials. Users likewise may not download, post, e-mail, view or otherwise transmit materials of a pornographic nature. Users may not visit sites for the purpose of accessing chat rooms and online chatting (with the exception of pre-approved online messaging used for business purposes).

### Care, Protection and Failure to Return IT Resources

As set forth in the Company Property and Equipment policy, employees are responsible for the proper use, protection, and maintenance of all technology resources, equipment and other property furnished or made available to them by the Company. All employees should be concerned with the care and safe use of technology resources, equipment, and facilities. Unauthorized or abusive use of such property is prohibited.

The improper, careless, negligent, destructive, abusive, or unsafe use or operation of technology resources or other Company equipment may result in disciplinary action, up to and/or including termination of employment. Should equipment be lost, damaged, stolen, or abused, employees may be required to replace equipment at their own expense, including but not limited to through a voluntary payroll deduction, in accordance with applicable state law.

All equipment, computers, tablets, phones, keys, and other property of the Company must be returned on the last day of employment, or sooner as directed by the Company. Employees are also required to provide the Company with any passwords to access any Company software or equipment - such as a lock code for a Company tablet or iPhone, upon separation of employment, or sooner as directed by the Company.

### Discipline

Employees who violate any provision of this policy are subject to discipline, up to and including a loss of privileges and/or termination of employment. Further, should equipment be lost, damaged, stolen, or abused, employees may be required to replace equipment at their own expense, including but not limited to through a voluntary payroll deduction, in accordance with applicable state law.

### Conduct Not Prohibited by This Policy

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

## **Section 7 - Health And Safety**

### **7-1. Workplace Monitoring**

The Company may periodically monitor the workplace to ensure quality control, employee safety, security, and compliance with its policies and procedures. The Company may conduct video surveillance and/or recording of non-private workplace areas. Video monitoring and/or recording is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence. Employees have no reasonable expectation of privacy in any Company facility, except the restrooms and/or locker rooms. Proper law enforcement authorities may be contacted if any illegal conduct or contraband is uncovered.

## Receipt & Acknowledgment Of Employee Handbook

The Handbook contains policies and procedures that apply to my employment. I have read and understand the Handbook and agree to follow the policies of the Company as stated in it, related to my employment with MortgagePros. Additionally, I agree to observe and abide by all amended or additional guidelines or policies that may be distributed to me during my employment with the Company.

**I understand that this Handbook is for information purposes, in that it illustrates the Company's policies, procedures, guidelines, and benefits in effect at the time, but that neither the Handbook, nor any other communication, create an employment contract for any specific duration, for benefits or compensation, or in any way alter my status as an at-will employee. I understand that as an "at-will" employee, either the Company or I can end my employment at any time, for any reason or no reason. I also understand that no employee other than the Managing Members is empowered to make any promises or agreements contrary to the information contained in this Handbook, or in any way alter this "at-will" relationship. Any such change authorized by the Managing Members is valid only if it is in writing and signed. I understand that the policies and benefits contained in the Handbook are subject to interpretation, review and change by the Company at any time without notice.**

**I have read and understand the Company's policy on anti-harassment and anti-discrimination, including sexual harassment, as well as the reporting procedures, set forth in this Handbook. I have read and understand the Company's Drug and Alcohol policy set forth in this Handbook. I acknowledge that I have been explicitly notified of the Company's prohibition against the carrying of any weapons on the Company's property and has received a copy of this Handbook, which contains the Company's written policy prohibiting the carrying of any weapons in the workplace. Any questions that I have regarding these policies, or any other policies, may be directed to Human Resources or the Managing Members. I further understand that if I fail to follow and/or violate any policies in this Handbook, that I may receive disciplinary action up to or including immediate termination of my employment.**

I understand that during the course of my employment, I may be working with clients, computer systems, software, future plans, strategies and other information that is the property of the Company, and that the Company considers proprietary or confidential. I agree to protect this information by safeguarding it when using it, filing it properly when not using it, and discussing it only with those who have a legitimate business need to know. Furthermore, should I leave the Company for any reason, I understand that all files, documents and software remain the property of the Company and may not be duplicated or removed from the Company. Even after my employment with the Company has terminated, I agree to keep strictly confidential that information which is treated as confidential or proprietary by the Company.

I acknowledge receiving, reading and keeping a signed copy of this statement and the Company's Handbook. I acknowledge that I am employed "at-will" and that this Handbook is neither a contract of employment nor for any benefit or compensation stated herein. Additionally, my signature indicates that I understand that I may notify management if I need this Handbook or any of the policies contained within translated. If I do not request translation, I acknowledge that I fully understand in this Handbook as they appear.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

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

The signed original copy of this receipt should be given to management - it will be filed in your personnel file. Please keep this copy of the acknowledgment for your records.