

**ZEN3 INFOSOLUTIONS AMERICA INC.**

**EMPLOYEE MANUAL**



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## **I. NATURE OF EMPLOYMENT**

### **101 Welcome to Zen3**

Zen3 Infosolutions America Inc. (Zen3) is a leading software solutions business, developing innovative solutions for the media, travel, and technology industries. We have deep domain expertise in big data, machine learning and content solutions.

Whether you have recently joined our team or are a tenured member of Zen3, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Zen3 to be our most valuable resource.

This Employee Manual is your resource and reference to support your success as a team member. You will find it includes our standards of operation, policies and protocol approaches, and expectations of you as a member of our team. You will also learn about the benefits you may be afforded. If you have any questions about any of the materials contained in this Manual, it is your responsibility to ask in order to ensure you fully understand the information and directions it contains.

As with any organization, changes will be needed at times. When that occurs, you may receive changes/additions/deletions to this Manual to ensure that you are current with your understanding of our values, standards of practice, and other changes to how we operate. It is important for you to use this resource to support your success, both now and when changes are shared. If you have any questions about the new information, please ask a Human Resources Manager.

We hope you enjoy being part of the Zen3 team and that you find your employment here to be rewarding and challenging.

### **102 Purpose of Manual**

This Manual is designed for you, the employees of Zen3, as a guide to assist you in becoming familiar with key policies and procedures. This Manual is not intended to address or resolve all issues that may arise during the course of your employment.

All employees are required to read this Manual so they may gain an understanding of these key policies. Questions concerning the interpretation of these policies should be addressed to a Human Resources Manager.

This Manual is not a contract or a covenant for any specified term of employment. New situations develop constantly, and it is understood that Zen3 reserves the right, at its sole and absolute discretion, to change, replace, or revoke any of the policies, guidelines or benefits in this Manual at any time without prior notice.

This Manual supersedes any previous oral or written provisions, descriptions, or understandings of Zen3 policies, rules, procedures, or benefits.

### **103 Employment Is At-Will**

Your employment at Zen3 is at-will. As an employee, you may terminate your employment with us at any time, with or without cause or notice. As your employer, Zen3 also has the right to end or modify the terms and conditions of your employment at any time, with or without cause or notice. Terms and conditions of employment include, but are not limited to, job titles and duties, compensation, benefits and work location. This type of relationship is referred to as “at-will” employment.

The policy of at-will employment is the only agreement between you and Zen3 regarding the circumstances and duration of your employment with us, and only Zen3’s Owner has the authority to change it. Any change that expressly alters the at-will relationship must be in writing and signed by both you and the Zen3 Owner.

### **104 Equal Opportunity**

Zen3 believes that every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. It is our policy that employees be treated fairly at all times, without regard to race, color, creed, sex, age, national origin, marital status, sexual orientation, gender identity or expression, the presence of any physical, mental, or sensory disability, religion, veteran status, or any other bases protected by applicable local, state or federal law.

Zen3 believes that all employees are entitled to work in a positive, productive working environment where employees feel valued for their skills and contributions. Zen3 expects all its personnel to work actively to maintain a work place that is free of unlawful discrimination in all categories and at all levels of employee relations. All employees are expected to refrain from activities that could be interpreted as discriminatory. You can expect to receive fair and equal treatment in all personnel actions, including hiring, promotions, compensation, and benefits.

You should contact a Human Resources Manager if you have any questions or concerns regarding equal employment opportunity or if you believe this policy has been violated. Employees can raise concerns without fear of reprisal. Any employee found to have violated this policy will be subject to disciplinary action, up to and including immediate termination of employment.

### **105 Anti-Harassment**

#### **A. General Protection Against Harassment**

Zen3 has been and will continue to be committed to providing a work environment where all employees are treated with respect. No employee shall harass another employee on the basis of sex, race, color, creed, religion, age, sexual orientation, gender identity or expression, national origin, citizenship, veteran or marital status, physical or mental disability, or any other legally protected basis. Harassment is a form of misconduct that undermines the integrity of the

employment relationship and may be a violation of the law. Therefore, it is the responsibility of every employee to cooperate with and assist in the implementation of this policy.

## **B. Sexual Harassment**

Sexual harassment does not mean occasional compliments of a socially acceptable nature. Rather, it refers to unwelcome, deliberate or repeated unsolicited sexual advances, requests for sexual favors and other behavior of a sexual nature that has the purpose or effect of interfering with an applicant's or employee's job placement, performance or advancement, or creating an intimidating, hostile or offensive work environment. Sexual harassment may include behavior that is observed by an employee in the workplace, even if it is not specifically directed at that employee. Zen3 will not condone, under any circumstances, sexual harassment by any employees, clients, customers or suppliers/vendors.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Unwelcome, deliberate or repeated unsolicited verbal comments, jokes, slurs or stories of a sexual nature.
- Offensive physical contact, gestures, assault, or any physical interference with work or movement.
- Offensive graphic communication through emails, text messages, or sharing offensive photographs or information from the internet.
- Implicit or explicit, unwelcome sexual advances, requests for sexual favors or repeated unwelcome expressions of sexual interest.

Such conduct is specifically prohibited by Zen3. This policy is not meant to interfere with or discourage friendships among employees. However, employees must be sensitive to acts or conduct that may be considered offensive by other employees and must refrain from engaging in such conduct. Any employee who violates this policy will be subject to immediate discipline up to and including termination.

## **C. Other Forms of Harassment**

Harassment on the basis of any protected classification is strictly prohibited. Harassment on the basis of race, color, national origin, religion, disability, sexual orientation, gender identity or expression, marital or veteran status, or any other classification protected by local, state, or federal law is prohibited and will not be tolerated. Such prohibited conduct may include:

- Racial slurs, racially derogatory or disparaging jokes, or discriminatory comments.
- Offensive, derogatory or disparaging jokes, comments or slurs based on other protected classifications including, but not limited to, an individual's national origin, religion, disability, sexual orientation, gender identity or expression, or marital or veteran status.

- Inappropriate or harassing communication through emails, text messages, phone calls or through sharing photographs or information from the internet.

#### **D. Complaint Procedure**

Zen3 is committed to resolving concerns about harassment or other discrimination in a confidential, prompt and effective manner while providing protection against retaliation.

If you believe you have been subjected to harassment, discrimination, or retaliation, or if you believe that any conduct in the workplace violates any aspect of this policy, you are obligated to promptly report such conduct according to the following procedures:

1. If you feel you have been subjected to wrongful harassment, discrimination, or retaliation, or if you observe such conduct, you are expected and required to bring the matter to the attention of a Human Resources Manager as soon as the problem arises.
2. If you are unable to resolve the problem by speaking with a Human Resources Manager, if the complaint involves a Human Resources Manager, or if you are uncomfortable discussing the issue with a Human Resources Manager, you should report the problem immediately to the Zen3 Owner.
3. Any reports, complaints or questions will be promptly investigated and kept confidential to the extent possible consistent with Zen3's need to investigate the complaint and address the situation.
4. If wrongful harassment, discrimination or retaliation is established, the offending party will be subject to disciplinary action, up to and including termination.

If a co-worker, supervisor, or manager expresses concern that your behavior may have violated this policy, please respect his/her concern, and attempt to correct the situation immediately. Regardless of your intent, how your behavior is interpreted by others is what's important.

#### **E. Prohibition of Retaliation**

Zen3 assures all of its employees that they need not fear retaliation or sanctions for bringing any potential harassment or discrimination problem to our attention. Retaliation against an employee because he or she has made a complaint of harassment or discrimination, has cooperated with the investigation of a complaint, or has failed to respond to sexual advances is a violation of Zen3 policy and is strictly prohibited. If you believe you have been subjected to harassment, discrimination or retaliation in violation of this policy, or if you observe that another employee has been subjected to such retaliation, discrimination or harassment, you are expected and required to report the matter immediately by using the Complaint Procedure above.

#### **F. Employee Conduct when Dealing with Clients, Vendors and the General Public.**

Zen3 expects its employees to act with the utmost professionalism when dealing with its clients, vendors and the general public. An employee's interactions with these individuals reflects upon Zen3's business reputation and Zen3 expects that its employees will strive to project professionalism when dealing with all individuals outside our company in a business capacity. Employees are required to follow Zen3's policies with respect to equal opportunity and anti-harassment when dealing with Zen3's clients, vendors, and the general public. Employees are expressly prohibited while representing Zen3 in a business capacity from treating our clients, vendors, or the general public unfairly on the basis of race, color, creed, sex, age, national origin, marital status, disability, religion, or any other basis protected by local, state, or federal law.

In addition, if an employee receives a complaint that another employee of Zen3 has acted in an unprofessional manner or in violation of our equal opportunity and anti-harassment policies with respect to a client, vendor, or any member of the general public, the employee is required to report such complaint immediately to a Human Resources Manager. All such complaints will be investigated and appropriate remedial action will be taken.

## **106 Disability Accommodation**

Zen3 is committed to a policy of providing equal employment opportunities for qualified persons with disabilities in accordance with applicable law. If an applicant or employee requires a reasonable accommodation to perform the essential functions of his or her position, the employee should discuss a request for accommodation with the recruiter and/or a Human Resources Manager.



## **II. EMPLOYMENT STATUS AND RECORDS**

### **201 Employment Categories**

It is the intent of Zen3 to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the at-will employment relationship at any time is retained by both the employee and Zen3 (see Policy 103).

**Regular Full-Time** employees are those who are regularly scheduled to work a full-time schedule of 40 or more hours per week.

**Part-time** employees are those who are regularly scheduled to work less than 40 hours per week.

**Temporary** employees are employees hired for a short period of time, which is typically three months or less. Temporary employees are hired to assist with a project or remedy a staff shortage.

### **202 Exempt and Non-Exempt Status**

Each employee is either an exempt or non-exempt employee. Non-exempt employees are generally hourly employees who are entitled to compensation for overtime in accordance with applicable federal and state wage and hour laws. Exempt employees are salaried or hourly employees who are not entitled to compensation for overtime, in accordance with federal and state wage and hour laws. An employee will be advised of his or her exempt or non-exempt status at the time of hire.

### **203 Access to Personnel Files**

Zen3 maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Zen3, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Zen3 who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact a Human Resources Manager. With reasonable advance notice, employees may review their own personnel files in Zen3's office and in the presence of an individual appointed by Zen3 to maintain the files.

### **204 Personnel Data Changes**

It is the responsibility of each employee to promptly notify Zen3 of any changes in personnel data. Legal name, electronic mail and personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational

accomplishments, and other such status reports should be accurate and current at all times. Any change in personnel data must be submitted to a Human Resources Manager in writing.

## **205 Employment Applications**

Zen3 relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Zen3's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **206 Background Checks and Drug Testing**

It is Zen3's practice to condition all offers of employment on receipt of a background check report that is acceptable to Zen3. Drug testing may also be required and be part of the condition of employment. All background checks and drug tests are conducted in conformity with all applicable state and federal law, including the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and anti-discrimination laws. If information contained in a background check or drug test would lead Zen3 to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Zen3 reserves the right to conduct additional background checks or drug tests for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## **207 Proof of Valid Identification**

Before you begin employment with Zen3, you will be asked to provide valid identification, such as with a valid passport or U.S. driver's license.

## **208 Proof of U.S. Citizenship or Right to Work**

Before you begin employment with Zen3, you will be asked to sign the appropriate government form indicating that you are a U.S. citizen or have the right to work in the United States.

## **209 Employment Reference Checks**

**Applicants:** To ensure that individuals who join Zen3 are well qualified and have a strong potential to be productive and successful, it is the policy of Zen3 to check the employment references of all applicants.

**Current or Past Employees:** Responses to reference check inquiries for current and past employees will generally confirm only dates of employment, wage rates, and position(s) held. Generally, employment data will not be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## **210     Performance Evaluation**

Employees will be given formal performance evaluations as needed throughout the year, as determined by Zen3 and pursuant to any requirements of local, state or federal law. When given, the evaluation may cover all aspects of the employee's performance and a written report will be placed in the employee's personnel file, which must be acknowledged by the employee and a Human Resources Manager.

### **III. EMPLOYEE BENEFIT PROGRAMS**

#### **301 General**

Eligible employees at Zen3 are provided a range of benefits. A number of the programs (such as social security, worker's compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

Zen3 also provides eligible employees with the additional benefits described below. Benefits eligibility is dependent upon a variety of factors, including employee classification and the terms and conditions of the various benefit programs. To the extent any information in this Manual conflicts with the official plan documents of the relevant benefit program, the terms of the official plan documents will control.

#### **302 Paid Time Off and Paid Sick Leave**

Zen3 provides paid time off ("PTO") as an option available to all employees. PTO may be used for vacation or other personal time off, customary legal holidays observed by Zen3, and/or any use permitted under Washington's Paid Sick Leave statutes.

PTO benefits are agreed to at the time of employment. PTO benefits combine and include both personal leave and sick leave as provide for under Washington's Paid Sick Leave law. Employees may agree to greater benefits than those provided under Washington's Paid Sick Leave law upon written agreement.

For all employees, PTO begins accruing upon commencement of employment, and employees are eligible to use accrued leave on the 90th day after employment commences. PTO accrues on a calendar year basis. Employees may carry over up to forty (40) hours of unused leave to the next calendar year. All PTO over and above 40 hours will expire by the end of business hours on December 31 of each year.

PTO does not accrue during an employee's leave of absence or other time off work. Leave only accrues for hours an employee is actually working.

As noted, PTO leave can be used for personal time, as well as any permissible use under Washington's Paid Sick Leave law. If an employee chooses to use their PTO leave for purposes other than those authorized under Washington's Paid Sick Leave law, and the need for use of paid sick leave later arises where no additional PTO leave is available, the employee will not be entitled to any additional PTO leave.

Zen3 employees may elect to decline PTO in lieu of a higher wage rate or other benefits. Non-exempt employees who do so will nonetheless be entitled to Paid Sick Leave that meets the minimum requirements of Washington's Paid Sick Leave law. Such employees will accrue one (1) hour of Paid Sick Leave for each forty (40) hours worked. Non-exempt employees may use accrued Paid Sick Leave only for purposes permitted under Washington's Paid Sick Leave law.

### **302.1 Washington Paid Sick Leave**

Washington's Paid Sick Leave law permits employees to take leave for the following reasons:

- Leave for an employee's illness, injury or medical condition or for medical treatment or care.
- To provide care to a designated family member with an illness, injury or medical condition or who needs preventative medical care or treatment.
- For leave related to domestic violence, sexual assault or stalking affecting the employee or the employee's family or household member.
- When an employee's place of business or child's school has been closed for a health-related reason, not including inclement weather.

A designated family member includes an employee's child, foster child, step-child, de facto child, or ward of the employee; the employee's legal spouse or registered domestic partner; the employee's parent, parent-in-law, step-parent, or legal guardian of the employee; or a grandparent or grandchild; or sibling of the employee.

#### **Notice and Documentation Requirements**

For foreseeable use of leave for purposes permitted under Washington's Paid Sick Leave law, employees must provide at least ten (10) days' notice of the need for planned leave by submitting a Notice for Use of Sick Leave form to the Client Manager and Zen3 Account Manager.

If the need for such leave is unforeseeable, employees must provide notice to the Client Manager and Zen3 Account Manager as soon as possible before the start of their scheduled shift, unless it is not practicable to do so.

When an employee uses paid leave for a purpose allowed under Washington's Paid Sick Leave law for more than three (3) consecutive days, Zen3 may request a verification that the use of leave is for an authorized purpose. For an employee's use of paid leave for medical conditions, medical appointments or treatment, for either the employee or a designated family member, Zen3 may request a doctor's note substantiating the need for leave. For leave related to domestic violence, sexual assault or stalking, the employee may provide various forms of documentation, including but not limited to, a police report or court records, or documentation from the employee's attorney, a domestic violence advocate, a counselor or member of the clergy. For leave related to school or business closures, verification may include a copy of the public official's notice.

Employees are required to submit the requested verification within ten (10) calendar days of the employee's first day of the use of leave for purposes permitted under Washington's Paid Sick Leave law. An employee's failure to provide verification of the use of such leave may result in the absence being considered unexcused and/or disciplinary or other corrective action.

If an employee believes that the verification request will result in an unreasonable burden or expense, the employee must provide an oral or written explanation of the burden and expense, and alternatives to the verification requirement will be considered in accordance with applicable law.

An employee's use of PTO for purposes permitted under Washington's Paid Sick Leave law, in accordance with the terms of this policy, constitutes an excused absence and employees will not be subject to an adverse employment action or other retaliation for using accrued leave in accordance with these policy provisions.

### **Reinstatement of Accrued Sick and Safe Leave upon Rehire**

The PTO benefits Zen3 offers are intended to compensate and retain those employees who continue their employment with us. When your employment is terminated, either by your choice or ours, any accumulated PTO is forfeited and will not be paid out upon separation of employment. If an employee is re-hired within twelve (12) months of employment separation, previously accrued and unused PTO will be reinstated, and the employee's previous period of employment will be counted for the purpose of determining an employee's eligibility to use paid leave. If you have any questions regarding this policy, please contact the Human Resources Department.

### **302.2 Seattle Sick and Safe Leave**

Zen3 employees who perform more than 240 hours of work in the City of Seattle within a year will be covered under Seattle's Sick and Safe Leave ordinance on the 241<sup>st</sup> hour of work in the City.

Seattle's Paid Sick and Safe Time (PSST) ordinance applies to both exempt and non-exempt employees. As such, any Zen3 employee who works more than 240 hours for Zen3 in the City of Seattle within a year may be entitled to PTO that meets the minimum requirements of Seattle's Paid Sick and Safe Leave ordinance.

If you have any questions regarding this policy, please contact the Human Resources Department.

## **303 Family, Medical and Military Leave**

### **303.1 Federal Family Medical Leave Act ("FMLA")**

The federal Family and Medical Leave Act (FMLA) provides eligible employees with up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a twelve (12) month period or up to twenty-six (26) workweeks of unpaid leave in each twelve (12) month period as a military caregiver. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

## **Employee Eligibility Criteria**

To be eligible for FMLA leave, an employee must have been employed by Zen3:

- For at least twelve (12) months (need not be consecutive);
- For at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave; and
- At a worksite with fifty (50) or more employees, or where fifty (50) or more employees are located within seventy-five (75) miles of the worksite.

## **Events Which May Entitle an Employee to Take FMLA Leave**

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

- The birth of the employee's child or to care for the newborn child;
- The placement of a child with the employee for adoption or foster care, to care for the newly placed child;
- To care for the employee's spouse, child or parent (but not in-law) with a serious health condition;
- To care for family members who have suffered or aggravated a serious injury or illness while on active military duty;
- To manage designated affairs (qualifying exigency leave) of spouse, son, daughter or parent who is a military member while on a call to covered active duty or covered active duty status; and
- The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves 1) in-patient care in a hospital, hospice or residential healthcare facility, or 2) continuous treatment by a healthcare provider. Employees with questions about what illnesses and medical conditions are covered by the FMLA should contact a Human Resources Manager.

## **Military Leave**

As noted above, employees may take military leave to:

- To manage designated affairs (qualifying exigency leave) of spouse, son, daughter or parent who is a military member while on a call to covered active duty or covered active duty status. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing financial and legal requirements, attending certain counseling sessions, attending post-deployment reintegration briefings, and taking leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the covered military members active duty.
- To care for family members who have suffered or aggravated a serious injury or illness while on active military duty. This leave includes leave to care for veterans who are undergoing medical treatment and/or recuperating or in therapy for a serious injury or illness that occurred anytime during the five years preceding the date of treatment.

## **How Much FMLA Leave May Be Taken**

An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave for 1) the birth of a son or daughter, or to care for a newborn child, 2) for placement with the employee of a son or daughter for adoption or foster care, 3) to care for the employee's spouse, son, daughter, or parent with a serious health condition, 4) for the serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's job, and 5) for certain "qualifying exigencies" arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or call to active duty status as a member of the National Guard, Reserves or regular Armed Forces.

An eligible employee is also entitled to up to twenty-six (26) workweeks of unpaid leave during a twelve (12) month period to care for the employee's spouse, child, parent or next of kin who is a current member of the Armed Forces (including National Guard or Reserves) with a serious injury or illness incurred or aggravated in the line of duty.

Zen3 recognizes the twelve (12) month period as a separate and distinct leave year that starts on the first day FMLA leave is first used.

## **Limitations on FMLA Leave**

Leave to care for a newborn or for a newly placed child must conclude within twelve (12) months after the birth or placement of the child. When both spouses are employed by Zen3, they are together entitled to a combined total of twelve (12) workweeks of FMLA leave within the designated twelve (12) month period for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition, and are also limited to a combined total of twenty-six (26) workweeks for military caregiver leave. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and twelve (12) workweeks, but not more than a total of twelve (12) workweeks per person). For example, if each spouse took six (6) weeks of leave to care for a newborn child, each could later use an additional six (6) weeks due to his/her own serious health condition or to care for a child with a serious health condition.

## **Intermittent or Reduced Work Schedule Leave**

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday. Intermittent leave may be taken for a serious health condition when medically necessary. Intermittent leave is generally not allowed for the birth, adoption or foster care of a child. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt Zen3's operations as well as follow Zen3's policy for reporting his/her absence, unless there are unusual circumstances. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, Zen3 may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.



## **Requests for FMLA Leave**

An employee should request FMLA leave by contacting the Human Resource Manager. When leave is foreseeable for childbirth, placement of a child, or planned medical treatment for the employee's or family member's serious health condition, the employee must provide Zen3 with at least thirty (30) days advance notice, or such shorter notice as is practicable (i.e., within one (1) or two (2) business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide Zen3 with notice of the need for leave as soon as practicable (i.e., within one (1) or two (2) business days of learning of the need for the leave).

## **Required Documentation and Medical Certifications**

When leave is taken to care for a family member, Zen3 may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).

An employee may also be required to submit medical certification from a healthcare provider to support a request for FMLA leave for the employee's or a family member's serious health condition. Medical certification forms are available from Human Resources.

If Zen3 has reason to doubt the employee's initial certification, Zen3 may 1) with the employee's permission, have a designated representative contact the employee's health care provider in an effort to clarify or authenticate the initial certification, and/or 2) require the employee to obtain a second opinion by an independent Zen3-designated provider at Zen3's expense. If the initial and second certifications differ, Zen3 may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, Zen3 may request that the employee provide certification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide Zen3 with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide Zen3 with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return to work date. If the employee gives Zen3 notice of his/her intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, he/she may be required to submit a Fitness for Duty Certification from his/her health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work. FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

## **Use of Paid and Unpaid Leave**

FMLA provides eligible employees with up to twelve (12) workweeks of unpaid leave (or up to twenty-six (26) workweeks of unpaid leave for military caregiver leave). However, if an employee has accrued, unused paid leave days available, the employee must use his/her accrued

paid leave in conjunction with FMLA leave. The remainder of the FMLA leave, if any, will be unpaid FMLA leave. Any paid leave used for a FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. The substitution of paid leave for unpaid leave does not extend the FMLA leave period.

### **Designation of Leave**

Zen3 will notify the employee that leave has been designated as FMLA leave. Zen3 may provisionally designate the employee's leave as FMLA leave if Zen3 has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified Zen3 of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify Zen3 within two (2) business days of the employee's return to work that the leave was for an FMLA reason.

### **Maintenance of Health Benefits**

During FMLA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be:

- Paid at the same time as if made by payroll deduction; or
- Paid pursuant to a system voluntarily agreed to by Zen3 and the employee.

If the employee's payment of health insurance premiums is more than thirty (30) days late, Zen3 may discontinue health insurance coverage upon written notice to the employee. Zen3 will provide fifteen (15) days notification prior to the employee's loss of coverage. An employee on unpaid FMLA leave shall continue to accrue continuous service but will not accrue actual credits for purposes of paid leave and related employee programs.

### **Return from FMLA Leave**

Upon return from FMLA leave, Zen3 will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms. An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought. Zen3 reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid ten (10) percent ("key employees") of Zen3's employees employed within seventy-five (75) miles of the worksite, if such denial is necessary to prevent substantial and grievous economic injury to Zen3's operations.

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. Zen3 may recover health insurance premiums that Zen3 paid on behalf of the employee during any unpaid FMLA leave except that Zen3's share of such premiums may not be recovered if the employee fails to return to work because of

the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, Zen3 may require the employee to provide medical certification of the employee's or the family member's serious health condition.

## **State and Local Leave Laws**

Where state and local family and medical leave laws offer more protection and benefits to employees, the protections and benefits provided by such laws will apply. See below for additional benefits provided for by the Washington Family Medical Leave Act.

### **303.2 Washington Family Medical Leave Act**

Employees are also entitled to leave under Washington's Family Leave Act (WFLA). This statute generally provides the same benefits as the federal FMLA, with the following exceptions.

Under the WFLA employees are entitled to take unpaid leave for sickness or temporary disability related to pregnancy, in addition to the 12 weeks of FMLA leave. The period of temporary disability related to pregnancy is typically six to eight weeks as determined by the employee's healthcare provider.

In addition, the WFLA allows an employee to take leave to care for a same sex spouse or domestic partner with a serious health condition.

For further information regarding leave under the WFLA, contact the Human Resource Manager.

### **303.3 Washington Domestic Violence Leave**

Zen3 is committed to working with employees who are victims of domestic violence and providing domestic violence victims with appropriate support and assistance. Pursuant to state law, Zen3 provides victims of domestic violence, sexual assault and stalking with reasonable leave, including intermittent leave, or leave on a reduced leave schedule. Employees taking leave under this policy may elect to use paid personal days if available, or take unpaid leave.

This law protects victims as well as their family members. Family members include children, spouses, parents, parents-in-law, grandparents, and individuals with whom the employee has a dating relationship.

An employee is entitled to reasonable job-protected leave in order to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal proceeding related to or derived from domestic violence, sexual assault or stalking;
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;

- Obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center, or other social services programs;
- Obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault, or stalking; and/or
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family member from future domestic violence, sexual assault, or stalking.

Employees seeking domestic violence leave must provide a Human Resources Manager with advance notice of their intention to take leave. When advance notice is not possible, notice must be provided no later than the end of the first day that the employee takes such leave. Zen3 may request that the employee provide timely verification that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

### **303.4 Military Leave**

Zen3 provides all employees leave while performing military service in accordance with federal and state law. In general, military leave is unpaid. Military service includes active military duty and Reserve or National Guard training. Employees are required to provide Zen3 with copies of their military orders as soon as possible after they receive them. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

### **303.5 Military Family Leave**

Employees are also eligible for leave under the Washington Military Family Leave Act. Pursuant to this statute, Zen3 permits spouses (including state registered domestic partners) of military personnel who work an average of 20 or more hours per week to take up to fifteen (15) days of unpaid leave while their spouses are on leave from deployment or before or up to deployment during times of military conflict as declared by the President or Congress. The leave is generally unpaid, but employees may elect to substitute any accrued paid leave for this military family leave benefit.

An employee who wishes to take military family leave under this policy must provide Zen3 with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave from deployment or of an impending call to active duty.

## **304 Workers Compensation Insurance and Unemployment Insurance**

Zen3 will make all payments and related to worker's compensation and unemployment insurance as required by law. Any injury that occurs in the workplace should be reported immediately to a Human Resources Manager.

### **305 Jury Duty Leave**

Employees are excused from work when legally required to serve as jurors or as court witnesses. Employees are asked to give at least five days' notice, and provide the official order to appear.

### **306 Additional Benefits**

Zen3 offers medical insurance, vision insurance, dental insurance and 401(k) plan participation to eligible employees. Employees will be provided with information concerning eligibility requirements and enrollment dates at the time of hire. Employees should refer to the formal plan documents or summary plan descriptions for more specific details by contacting the a Human Resources Manager, and the terms of those documents govern an employee's eligibility and entitlement to benefits with respect to all such plans.

Terms and conditions of employee benefits may change or terminate at the discretion of Zen3 management and/or its insurance carriers, or in accordance with applicable law. In the event of a conflict between this information and any benefit plan document or other written policy or procedure, the plan document is controlling.

## **IV. TIMEKEEPING/PAYROLL**

### **401 Timekeeping**

Federal and state laws, along with the requirements of Zen3 clients, require Zen3 to keep an accurate record of time worked by most Zen3 employees. Time worked is all the time actually spent on the job performing assigned duties. Overtime work must always be approved before it is performed.

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

If corrections or modifications are made to the time record, the employee, Human Resources Manager, and Client Manager, must verify the accuracy of the changes via email to the Account Manager and payroll department.

Each employee who must record time will be provided with the timesheet appropriate for his or her position and responsibilities by his or her manager or the Human Resources Department. If you have not been provided with a timesheet, please consult your manager or the Human Resources Department.

### **402 Paydays and Administrative Pay Corrections**

Paydays occur either bi-monthly or monthly, depending on your arrangement with Zen3. You will be notified about your pay date at the start of your employment.

**Bi-monthly paydays** are the 25<sup>th</sup> and 10<sup>th</sup> of every month, as follows:

- For the period of the 1<sup>st</sup> through the 15<sup>th</sup> of the month, payday will be on the 25<sup>th</sup> of the same month.

- For the period of the 16<sup>th</sup> of the month through the last day of the month, payday will be 10<sup>th</sup> of the following month.

**Monthly paydays** are the 15<sup>th</sup> of every month.

When the payday falls on a holiday or weekend, payday will be the last business day before the holiday or weekend.

Zen3 takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of a Human Resources Manager and corrections will be made as soon as possible.

#### **403 Overtime**

Non-exempt employees will receive overtime pay for all hours actually worked over 40 hours in a workweek. Any overtime worked must be approved in advance by your Client Manager.

#### **404 Deductions**

Zen3 makes payroll deductions as required by law, including FICA (Social Security) and federal income tax withholding. The federal income tax withholding is based on the Withholding Exemption Certificate ("W-4 Form") each employee files with Zen3. If there is a change an employee wishes to make on the form, the employee should submit a new W-4 Form to a Human Resources Manager and the Payroll department with the appropriate revisions.

#### **405 Wage Garnishment**

Occasionally, Zen3 receives legal documents requiring us to garnish an employee's paycheck – that is, to submit a portion of the employee's payment in payment of an outstanding debt of the employee. We will notify you if we receive an order of garnishment of your wages.

## **V. EMPLOYEE CONDUCT AND EXPECTATIONS**

### **501 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, Zen3 expects employees to follow rules of conduct that will protect the interests and safety of all employees and our clients. There is an expectation that employees use good judgment, diplomacy, and courtesy in their relationships with other people.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples (without limitation) of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Negligence or willful inattention to clients.
- Discourteous or insubordinate conduct, including use of profane or abusive language.
- Disclosure of confidential or proprietary information of Zen3 or Zen3's clients.
- Theft or inappropriate removal or possession of property.
- Dishonesty.
- Falsification of any reports, records or documentation required by any statute or regulation, or within any timekeeping records, employment applications, or accident reports.
- Possession, distribution, sale, transfer, or use of alcohol or drugs in the workplace.
- Fighting or threatening violence in the workplace.
- Violation of any financial management or regulatory reporting policy, procedure, or standard.
- Boisterous or disruptive activity in the workplace.
- Bringing outside problems to work so that they interfere with attitude or performance.
- Door slamming, object throwing or other showing of negativity.
- Violation of safety or health rules.
- Sexual or other unlawful or unwelcome harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism or tardiness or any absence without notice
- Unauthorized use of telephones, mail system, or other employer-owned equipment.
- Violation of personnel policies.
- Unsatisfactory performance or conduct.

In addition, Zen3 employees who are working at a client site are expected to know and follow the rules of conduct for that client site. Employees with questions regarding the rules above or the rules of conduct for any client site should contact their Zen3 Client Manager and/or a Human Resources Manager.

## **502 Open Door Policy**

As a general rule, complaints and suggestions, problems and grievances should be taken up with the person involved. The following techniques described should be put into practice in order to ensure a harmonious, positive and cheerful work atmosphere. Please do not let unresolved problems continue to grow and fester.

1. Go first to the person involved and try to find a win-win solution with him/her.
2. If you have made your best effort to do this and are unsuccessful, refer the matter to your Zen3 Account Manager or a Human Resources Manager.

## **503 Drug and Alcohol Use**

It is Zen3's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While working for Zen3, whether on or off of Zen3's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Illegal drugs include any controlled substance classified as illegal under any federal, state or local law. Marijuana, an illegal controlled substance under federal law, is a prohibited substance under this policy. The occasional use of alcohol during work related company social events is not a violation of this policy only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

When Zen3 has a reasonable suspicion that an employee is in violation of this policy, the employee may be required to submit to testing to determine the presence of alcohol, illegal drugs, or other controlled substances. Zen3 reserves the right to determine under what circumstances reasonable suspicion exists. Zen3 also reserves the right to take disciplinary action, including termination, for a violation of this policy in the absence of drug or alcohol testing. Refusal to submit to any such testing will lead to disciplinary action, up to and including termination.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, misconduct or disciplinary action, may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all Zen3's policies, rules, and prohibitions relating to conduct in the workplace; if granting the leave will not cause Zen3 any undue hardship; and if the employee agrees to other conditions imposed by Zen3 as a condition of continued employment. Upon return from leave, the employee may be subject to random testing as a condition of employment.



Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with a Human Resources Manager, without fear of reprisal.

#### **504 Non-Solicitation and Non-Disparagement**

It is Zen3's desire to protect the work environment and its business. To that end, Zen3 employees are prohibited from any and all solicitation of clients, and co-workers. Zen3 employees are also prohibited from making any false, misleading or disparaging representations or statements regarding Zen3 or any Zen3 client, or making any statement that could injure the goodwill or reputation of Zen3 or any Zen3 client.

#### **505 Confidential Zen3 and Client Information**

Zen3 clients entrust Zen3 with important and confidential information. It is our policy that all client information be considered confidential and should not be disclosed to external parties or to co-workers unless necessary for the operation of the business. If an employee believes he or she has a need to disclose confidential client information or customer information, he or she should consult with his or her Account Manager or a Human Resources Manager..

#### **506 Proprietary Information**

Proprietary information is defined as "the whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the owner has taken measures to prevent from becoming available to persons other than those selected by the owner to have access for limited purposes." Our internal business practices and procedures are of great value to Zen3. Employees should not disclose any proprietary practices or procedures to any person unless directed to by Zen3's management. Zen3 reserves all legal rights and remedies relating to a violation of this policy, including, but not limited to, initiating legal action.

#### **507 Social Media Policy**

At Zen3, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

##### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Zen3, as well as any other form of electronic communication.

The same principles and guidelines found in Zen3's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or violates the privacy rights of Zen3's clients may result in disciplinary action up to and including termination.

### **Know and follow the rules**

Carefully read these guidelines to ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Zen3 clients should never be identified on an employee's social media and employees should never disclose on any social media information pertaining to Zen3 clients.

Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage fellow employees, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Zen3 or people working on behalf of Zen3.

### **Never represent yourself as a spokesperson for the Company**

Express only your personal opinions. Never represent yourself as a spokesperson for Zen3. If Zen3 is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of Zen3. If you do publish a blog or post online related to the work you do or subjects associated with Zen3, make it clear that you are not speaking on behalf of Zen3. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Zen3."

### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is authorized as work-related. Do not use Zen3 email addresses to register on social networks, blogs or other online tools utilized for personal use.

An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or that otherwise causes harm to Zen3 may be subject to disciplinary action, up to and including termination of employment. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary Zen3 information, or for disclosing information that violates the privacy rights of Zen3's customers.

Finally, employees should inform a Human Resources Manager if they encounter incorrect information about Zen3 online. Employees themselves should not attempt to correct any such information that appears online.

#### **508 Attendance and Punctuality**

All employees are responsible to report to work on time and as scheduled. You must contact your Client Manager and Account Manager before the start of the work day if unforeseen circumstances arise that will cause you to be absent or tardy, and obtain permission from your Client Manager and Account Manager to leave early. Absences and late arrivals will be recorded. Should your absences or tardiness exceed a reasonable limit, you will be subject to disciplinary action and possible termination. Failing to call one's Client Manager and Account Manager or report to work for consecutive workdays will be considered voluntary resignation.

#### **509 Conducting Personal Business During Work Time & Cell Phone Use**

Employees are encouraged to conduct personal business outside of work hours. Employees should be considerate of others and conduct personal business on cell phones in an area away from others who are working. Excessive or disruptive use of a personal cell phone or other conducting of personal business may lead to disciplinary action, up to and including termination.

#### **510 Personal Appearance**

Zen3 employees must project a neatly groomed appearance that is appropriate to the work situation. Employees are expected at all times to present a professional image to clients, co-workers, and the public. A neat, tasteful appearance contributes to the positive impression you make on our clients and the public at large. Please avoid extreme styles of clothing, revealing clothing, or inappropriate wear, such as t-shirts with profanity on them. Any employee arriving for work inappropriately dressed may be sent home to change clothes and will not be compensated for time away from work.

#### **511 Meals & Breaks**

Unless otherwise defined by state law, non-exempt employees are entitled to a paid 10 minute break for every four hours of work, and a 30 minute meal break for any shift lasting longer than five hours.

## **512 Workplace Inspections**

At Zen3, we have a responsibility to protect our employees and our property. For this reason, we reserve the right to inspect the following, at any time, with or without notice:

- Zen3 offices
- Zen3 Computers and other equipment

## **513 Safety**

It is the responsibility of each employee to act in a safe manner and to follow any and all safety guidelines of the work location to ensure the safety of themselves and others. If an injury does occur on the job, no matter how minor, you are required to report the incident immediately to your manager or to your Client Manager and a Human Resources Manager.

## **514 Expense Reimbursement**

Under certain circumstances, employees may be reimbursed for certain work related expenditures. Employees must obtain prior written approval from an Account Manager or Human Resources Manager before making a purchase or incurring an expense. In order to receive reimbursement for any expense, you must complete an Expense Report and provide a receipt. Any questions regarding the expense reimbursement should be directed to your Account Manager or Human Resources Manager.

## **515 Outside Employment**

Employees may hold outside employment as long as they meet the performance standards of their job with Zen3 and Zen3 determines such outside employment does not pose a conflict of interest. All employees will be judged by the same performance standards and will be subject to Zen3's scheduling demands, regardless of any existing outside work requirements.

If Zen3 determines that an employee's outside work interferes with performance or the ability to meet the requirements of Zen3 as they are modified from time to time or if Zen3 determines an actual or potential conflict of interest exists, the employee may be asked to terminate the outside employment if he or she wishes to remain with Zen3.

## **516 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with Zen3. Although advance notice is not required, Zen3 requests at least two (2) weeks written resignation notice from all employees. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

### **Receipt & Acknowledgment of Employee Manual**

This Employee Manual is an important document intended to help you become acquainted with Zen3 and our expectations and policies. Please read the following statements and sign below to indicate your receipt and acknowledgment of the Zen3 Employee Manual.

- I have received and read a copy of the Zen3 Employee Manual. I understand that the Manual is not a contract of employment and does not create contractual obligations of any kind. I further understand that the policies, rules and benefits described in the Manual are subject to change at the sole discretion of Zen3 at any time with or without advance notice. I understand that this Manual supersedes all other previous manuals or policies for Zen3 as of October 2018.
- I further understand that my employment is strictly terminable at-will and may be terminated with or without cause or notice at any time, either by myself or Zen3. I understand that no contract of employment other than at-will has been expressed or implied, and that no circumstances arising out of my employment will alter my at-will employment status unless expressed in writing, with the understanding specifically set forth and signed by myself and Surya Rao, President of Zen3.
- I understand that my signature below indicates that I have read and understand the above statements and have read a copy of the Zen3 Employee Manual.

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Employee's Printed Name

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Position

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Employee's Signature

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Date

The signed original copy of this agreement should be given to a Human Resources Manager and it will be filed in your personnel file.