

# **Report: Game Solutions LLC**

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Professor Gray

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*For the purposes of this project we assumed the role of Game Solutions LLC, a software company that aims to bring high performance PC gaming to increasingly wide audiences and foster the growth of a new industry in the United States. Our market research revealed that Gaming Cafés, or PC Bangs (PC 뽕) as they are known in Korean, are extremely popular in Southeast Asia but rare in the US. We believe this discrepancy represents an untapped market with huge potential for creating a profitable business.*

## **INTRODUCTION**

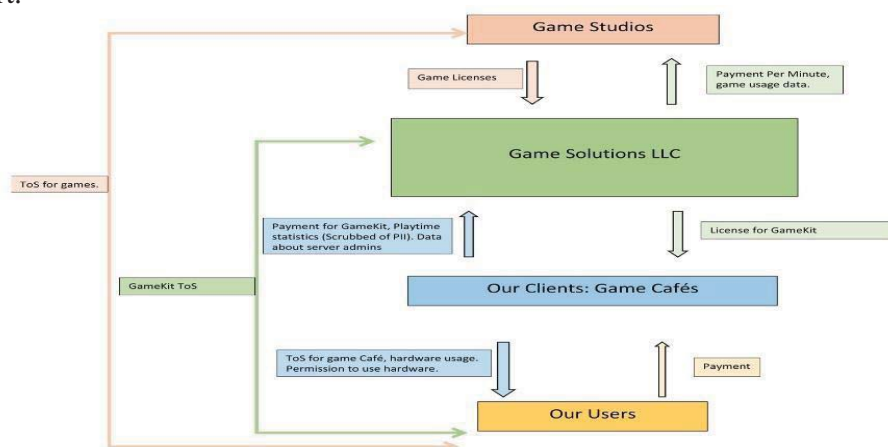
A typical Gaming Café is designed to allow ten or more customers play a wide variety of PC games using high end computing hardware and peripherals while paying only for each hour they play. If a Café wishes to support ten customers at one time, they must provide ten computers and ten licenses for each game they wish to offer. The Café must also purchase furniture such as desks and chairs, peripherals such as headphones and keyboards, and rent a commercial building.

Game Solutions LLC recognizes that cost is a major barrier to entry for many small businesses that share our mission of providing high-quality, community gaming experiences to the masses. Though we are unable to reduce the cost of rent or matching gaming desks, we have crafted a software solution to eliminate a significant cost for prospective Gaming Cafés. Our software tool GameKit uses patent pending server technology to eliminate the need to purchase and run ten different expensive gaming computers. Instead GameKit can run ten or more instances of different games at the same time and stream them to terminals in the Café. This centralized model allows for streamlined game and hardware updates and enables enhanced community connectivity features between customers in the Café.

However, GameKit's most significant value proposition comes from our negotiated licensing deals with major game developers. We recognize that the cost of purchasing ten copies of every new game that is released is daunting and risky. This risk is compounded by uncertainty towards which new games will attract customers. Purchasing ten copies of a boring game can mean financial ruin, while waiting to see if a game is successful risks losing business to other Cafés that can afford to take the chance. To remedy this, we have established contracts with game development studios to reduce the cost of filling each Café's game library and greatly expand the variety of titles available. Our agreements with the game studios reduce costs for the Cafés and increase profits for the developers by tracking the amount of time users spend playing each game and paying the developers royalties based on this time rather than the whole cost of the game.

This gives developers the opportunity to make more money on each game, reduces risk for Cafés purchasing games they won't use, and encourages the creation of better games.

Constructing this company required us to manage a complex web of relationships between multiple business actors. Our company sells software to small businesses that facilitates the use of software licensed by other businesses for users with whom we have extremely minimal contact. Figure One aids in visualizing the different components required for our business to operate and highlights the transfers and agreements between each component. This diagram can serve as a roadmap for understanding the various documents that are included with our final project report.



**Figure One:** Business Outline

## Legal Analysis

Constructing Game Solutions LLC required us to mitigate and comply with a variety of legal regulations. This report will assess the most interesting and important of these issues. Personal user data has risen to the forefront of global conversation following scandals where Facebook and government agencies misused personal information. Though the United States lacks a comprehensive law governing corporate responsibility over user data, we believed it prudent to reduce our liability for GameKit user data as much as possible. Our terms of service for GameKit establishes the user data that is required for making a GameKit account, including a username, password, email address, and birthdate, and certifies that this data is encrypted and stored where it may only be accessed by employees of the Café who licensed and uses GameKit. This insulates our company from personal information and reduces our liability. The only user data we collect is anonymized playtime data that is used to calculate royalty payments.

GameKit also facilitates community features between terminals within Gaming Cafés such as chat, message boards, and tournaments. Communication between users creates opportunities for misuse of our platform to harass, perpetrate illegal activities, or spread copyrighted material illicitly. Our terms of service explicitly prohibits these activities in the Code of Conduct section and requires users to agree that we will not be liable for their behavior.

We believe that GameKit is eligible for intellectual property protection through a US patent because of the unique way the software enables server hardware to perform efficiently. We are seeking a patent rather than relying on the copyright protections that apply to all source code because we believe GameKit's code meets patent requirements as new and non-obvious and we are willing to license the patent to others to fulfill our mission of bringing gaming to more players. We have considered patenting our business method, as our facilitation of the license of content and payment of royalties between game developers and clients is new in the video game industry. However, we believe this model is too similar to previously established business methods employed by Spotify and Netflix, and we could not receive that protection. Therefore, we will protect our business method as a trade secret to the best of our ability.

To ensure that our business method, and other trade secrets and confidential information we produce remains secret, we require all of our partners and customers to sign mutual non-disclosure agreements before we can begin a business relationship. The typical parties involved in an NDA are the Releaser – the party giving the Confidential Information (Business Entity or Individual(s)) and the Recipient – the party receiving the Confidential Information (Business Entity or Individual(s)). These agreements will allow our company to remain competitive and preserve any sensitive information that our customers or partners disclose to us.

We have also sought business insurance to comply with federal regulations mandating that businesses with employees maintain worker's compensation, unemployment, and disability insurance. We are investigating purchasing general liability professional liability insurance. General liability is for any business and protects against financial loss as the result of bodily injury, property damage, medical expenses, libel, slander, defending lawsuits, and settlement bonds or judgements. Professional liability is for businesses that provide services to customers and protects against financial loss as a result of malpractice, errors, and negligence.

Finally, because our GameKit venture involves many transfers of copyrighted material, our contracts are intricately designed to ensure that the rights and responsibilities of all parties are

upheld. Our contracts with game development studios dictate by which the studio provides their intellectual property in the form of video games to us for integration and use through GameKit. This contract also governs our agreement to pay the game studio and an additional royalties contract discusses the terms of these royalties. We also have contracts with the Gaming Cafés who purchase GameKit. These contracts specify the obligations each Gaming Café agrees to when licensing GameKit and outline the different versions of GameKit that are currently available for sale.

## **Ethical Analysis**

Though we strongly believe that our mission to provide gaming to all is noble, there are some ethical concerns that accompany our business that we must address. First, there are many documented cases of gaming dependency and addiction occurring in countries with higher rates of game usage than the United States. Tragic stories of parents neglecting their children to play games and barbarous “reeducation camps” in Southeast Asia suggest that video game dependency can create serious consequences.<sup>1</sup> However, we believe that because GameKit is inherently designed for social “cafés” rather than individual usage, our software will allow Café staff and other patrons the chance to spot trouble before it occurs. Other stories report that high rent prices has driven some Japanese people to live in Gaming Cafés rather than apartments.<sup>2</sup> We believe this is more a consequence of the socioeconomic situation in Japan than gaming or game cafés, but as a software company we have no role in dictating policies at Gaming Cafés that purchase our software and see no problem with them offering shelter to the needy.

We are also aware that GameKit could facilitate children’s access to overly violent or adult material. Personal ethical codes must dictate a person’s opinion on age at which a child may be exposed to certain material. We feel it is only our ethical responsibility to tag content that GameKit provides by age rating (E for Everyone, T for Teen, etc) and allow the software to restrict the content users may access based on the birth date associated with their account. To fulfill this ethical goal, however, we had to compromise on our ethical principal against collecting personal data, but we feel we have mitigated this by storing birthdates only locally and restricting our staff from accessing them.

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<sup>1</sup> South Korean Parents Arrested for Neglecting Child to Play Video Games  
<http://www.cnn.com/2010/WORLD/asiapcf/04/01/korea.parents.starved.baby/index.html>; China created bootcamps to “treat” those addicted to video games (included electroshock therapy) <https://www.theguardian.com/world/2017/aug/28/electronic-heroin-china-boot-camps-internet-addicts>

<sup>2</sup> <https://www.japantimes.co.jp/news/2018/01/29/national/social-issues/internet-cafe-refugees-3000-tokyo-survey-says/#.XMC74JNKgWo>

Other ethical concerns include speculation that violent video games may encourage aggressive behavior in users and that the anonymity of gaming communities can lead to greater levels of harassment and bullying. We recognize these concerns but again believe that hosting gaming activities in a more public environment, like a gaming café, will encourage better behavior. We also believe it is the responsibility of each Gaming Café's staff team to create friendly gaming environments and discourage harassment or other harmful behaviors.

Finally, our Terms of Service with the end user includes the ability to opt out of mandatory arbitration. After learning about this common practice, we felt it necessary and ethical to include the ability for users to opt out of these proceedings which often favor businesses. It is unlikely that most GameKit users will know anything about Game Solutions LLC when they walk into their local Gaming Café and we believe they should not be bound by an unfavorable arbitration with an unfamiliar company.

Following in this report are the supporting documents that were required to create Game Solutions LLC.

# **Business and Marketing Plan**

## **I. EXECUTIVE SUMMARY**

### **Current Situation:**

A need for gaming centers with high speed internet and custom built PCs has emerged with the rising popularity of competitive online video games such as: Fortnite, League of Legends, and CS:GO. However, these businesses fail after opening due to the lack of diversity of games that these gaming centers provide.

### **Objectives:**

Our software, GameKit, strives to expand these center's current services to be able to have more functions so that their products and services will reach a larger market. When it comes to our software, we are constantly doing research to support what these individual gaming centers want and need. We use the feed back and try to create software patches and updates that will be able to do better than the competitors when it comes to their products. Game Solutions LLC's ultimate goal is to find better ways in helping these businesses become more effective while spreading awareness of game titles from smaller indie developers.

### **Metrics:**

Game analytics can feel complicated. When it comes to metrics, there are hundreds of numbers to track. While there's no one-size-fits-all policy for game analytics, at Game Solutions LLC we focus mainly on daily active users, monthly active users (MAUs), sessions, and retention. These numbers are relatively straightforward and measure concrete actions.

#### **1. Daily Active Users**

DAU is the number of unique users that start at least one session in a game on any given day. By themselves, DAU and other high-level metrics don't provide much insight into game performance. However, knowing these simple metrics is a useful starting point for an educated analytics discussion.

#### **2. Daily Active/Monthly Active users**

The ratio of Daily Active Users to Monthly Active Users shows how well a game retains users. This metric shows how frequently users log in to a game. This is important to



Game Solutions LLC because this is the metric we provide to both the game studio and gaming centers, it shows growth and can highlight trends in play time.

### 3. Retention

A successful game creates long-term relationships with players. A player that enjoys the experience enough is willing to keep coming back for more. A game needs to have strong retention to have time to build this relationship. Retention manifests in different ways depending on the studio and type of game however, in recent years it has taken the form of “Seasonal Battle Passes.” A one-time payment for skins, character quips, and unlockable characters are some of the perks included in these battle passes and the catch is they are only available for a certain time. Along with these passes being marketed as rare opportunities, gaming studios will pay large sums of money to have streamers and influencers promote them as well. Now not only are the skins and quips limited edition collectibles, they are the hottest trends in the gaming community.

### **Mission:**

Game Solutions LLC is built behind the growing force of E-sports and online competitive gaming. We believe that everyone has the power to enjoy gaming at the highest level without having to dive deep into their pockets to build machines that can fit their needs. Gaming centers fulfill this need by providing machines that are fully equipped to run games at the highest specs. However, they neglect the user experience by simply providing the machines and providing only top selling games. Our company believes these gaming centers need to find quality vendors of reliable software, service, and support. They need to use these quality vendors as they use their professional service (hardware) suppliers, as trusted allies.

Game Solutions LLC is such a vendor. It serves its clients as a trusted ally, providing them with the loyalty of a business partner and the economics of an outside vendor. We long to return to the days of split screen and LAN party gaming and are disappointed at the high cost of entry to play PC games at maximum performance, so we want clients to use our software in their game center to allow more people to experience these fantastic games the way they are meant to be played.

### Keys to Success:

1. Constantly research new and upcoming games that will attract clients and their users.
2. Use trends in competitive gaming and E-sports as a scope by which we measure user success and engagement.
3. Increase awareness of indie developers to contribute to their success and open up the gaming market to new creative games created by driven individuals.

## II. THE COMPANY

### SWOT Analysis:

|               |  |
|---------------|--|
| Strengths     | <ul style="list-style-type: none"><li>• <b>Personal Expertise:</b> Our employees are passionate gamers looking for ways to change the way we enjoy games.</li><li>• <b>Business Relationships:</b> We try our best to create long term professional relationships with game studios for continued success and support for our product.</li></ul> |
| Weaknesses    | <ul style="list-style-type: none"><li>• <b>Market Constraint:</b> We want to branch out and reach more indie developers but most of our clients are big name game studios.</li></ul>   |
| Opportunities | <ul style="list-style-type: none"><li>• <b>Fast Growth:</b> The market for gaming centers is growing in the wake of online competitive gaming and its success.</li></ul>   |
| Threats       | <ul style="list-style-type: none"><li>• <b>Competition:</b> Big name companies (NVIDIA, Google) are looking to capitalize on the new wave of online gaming.</li></ul>  |

### Plan:

Our software tries to build trust with its consumers (gaming centers) and with trust comes the ability to maintain a professional relationship that grows exponentially as the customers share their positive experiences with other potential customers. We aim to not only provide a service to these gaming centers but to help new game studios deploy their games. We are not only interested in selling a product but they want to build relationships through their products.

## III. PRODUCTS AND SERVICES

### Products:

Through market research we have discovered the immense financial barriers gaming centers face in creating a fully functional studio, we hope to streamline expenses and lower overall costs.

Our unique software is tailored especially for up-and-coming centers gives owners access to the latest games and exciting administrative tools that allow them to engage with their users.

A software that will be implemented on gaming center computers that will serve as an evolving library for games. Features include an explore page that will promote new games from big studio names but will just as effectively highlight new games from up and coming game studios. By choosing and playing a game via our software, we will be able to collect user gameplay and send those metrics to the gaming center and game studio, if they wish, to reflect on how to better their services. By recording and providing these metrics we encourage growth for not only the gaming centers but also the gaming studios.

### **Technology:**

We have for years supported both Windows and Macintosh technology for CPUs. We constantly develop, test, update, and patch our software to keep up with any new changes to the operating systems these gaming centers use.

GameKit is our patent pending technological breakthrough designed to run on a central server and a configurable number of terminals. It allows the central server to run multiple instances of a chosen game and stream them to the terminal each customer is using.

Our patent pending software is designed to run on a central server and a configurable number of terminals. It allows the central server to run multiple instances of each game your customers want to play and stream them to the terminal each customer is using. GameKit's centralized server model allows updates to occur instantaneously, saving our client's time and manpower. This synchronization between the servers and terminals allows for more features beyond game hosting, we hope to see clients using the power of GameKit to drive center-wide chat rooms and tournaments.

## **IV. MARKETING RESEARCH/PLAN**

### **Competitors:**

Our competitors are NVIDIA and Google. The only way we can hope to differentiate well is to define the vision of the company to be an information technology ally to our clients. We will not be able to compete with these titan companies in a conventional way. We need to offer a real alliance and show we genuinely care about our products and its users.

(1) NVIDIA<sup>3</sup>: NVIDIA's new cloud-based gaming software, called GeForce, is now in beta. One account with this software allows cross platform access to games on all types of devices. They heavily emphasize the ability to game on a MAC as it is one of the most limiting machines gameplay wise.

(2) Google<sup>4</sup>: Google's cloud based gaming platform, Stadia, is openly marketed as a "Netflix for gaming." The company predicts the future of gaming will be brought to the player rather than the other way around<sup>5</sup>. Stadia is also providing a wifi-enabled controller to players that can be used for any game they host. Stadia offloads all gameplay to Google's cloud servers.

The benefits we sell include many intangibles: confidence, reliability, knowing that somebody will be there to help develop and grow their company.

### **Strategy & Implementation**

- Emphasize service and support
  - We must differentiate ourselves from the bigger name companies and make our name known. We need to establish our business offering as a clear and viable alternative for our target market, to the price-only kind of buying.
- Build a relationship-oriented business
  - Build long-term relationships with clients, not single-transaction deals with customers. Become their supportive group, not just a vendor. Make them understand the value of the relationship.
- Differentiate and fulfill the promise
  - We can't just market and sell service and support; we must deliver as well. We need to make sure we have the knowledge-intensive business and service-intensive business we claim to have.

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<sup>3</sup> <https://www.nvidia.com/en-us/geforce/products/geforce-now/>

<sup>4</sup> <https://www.pocket-lint.com/games/news/google/143589-what-is-google-yeti-google-s-console-and-cloud-gaming-service-explained>

<sup>5</sup> <https://www.wired.com/story/google-stadia-cloud-gaming/>

**Main Objectives:**

- Maintain retention

We want gaming studios to keep releasing games and gaming centers to fill seats. Our mission is based on bringing the social aspect back into gaming by bringing people that have the same interests into one creative safe space.

- Increase sales

We seek to achieve a perfect balance of top selling games and indie games being promoted equally and simultaneously. Game Solutions LLC already has strong relationships with bigger companies, we want to take this advantage and start focusing on bringing smaller games to the spotlight. We want to help build their business and foster

**Marketing Strategy:**

The marketing strategy is the core of the main strategy:

1. Emphasize service and support
2. Build a relationship through business and constant delivery
3. Focus on small business and indie developers

**Promotion Strategy:**

We depend on promotions from the game studios that we hold contracts with and promotion by gaming centers that we hold contracts with. Along with our partner promotions, we have a strong social media presence and are constantly looking for ways to promote within the E-sports and Twitch.tv website and community.

## Patent Form

An industry standard **Patent Form** is located in the Appendix of this report.

## REFERENCES

<https://www.uspto.gov/sites/default/files/documents/sb0016.pdf>

## Partner Contract and Royalty Agreement

### Studios Contract (Partner Contract)

An industry standard **Studio Contract** is located in the Appendix of this report.

#### REFERENCES

- Agreement for leasing or renting certain Microsoft Software Products. (2018). Retrieved from [http://download.microsoft.com/download/6/8/9/68964284-864d-4a6d-aed9-f2c1f8f23e14/lease\\_agreement\\_for\\_microsoft\\_software\\_products.pdf](http://download.microsoft.com/download/6/8/9/68964284-864d-4a6d-aed9-f2c1f8f23e14/lease_agreement_for_microsoft_software_products.pdf)
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## Royalty Agreement

An industry standard **Royalty Agreement** is located in the Appendix of this report.

### REFERENCES

PandaDoc. (2019). *Royalty Agreement Template - Get Free Sample*. [online] Available at: <https://www.pandadoc.com/royalty-agreement-template/> [Accessed 23 Apr. 2019].



## Client Contract

An industry standard **Client Contract** is located in the Appendix of this report.

## REFERENCES

- Agreement for leasing or renting certain Microsoft Software Products. (2018). Retrieved from [http://download.microsoft.com/download/6/8/9/68964284-864d-4a6d-aed9-f2c1f8f23e14/lease\\_agreement\\_for\\_microsoft\\_software\\_products.pdf](http://download.microsoft.com/download/6/8/9/68964284-864d-4a6d-aed9-f2c1f8f23e14/lease_agreement_for_microsoft_software_products.pdf)
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## Invoicing

An industry **Invoice** form is located in the Appendix of this report.

### REFERENCES

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- PandaDoc. (2019). *Royalty Agreement Template - Get Free Sample*. [online] Available at: <https://www.pandadoc.com/royalty-agreement-template/> [Accessed 23 Apr. 2019].

## Terms of Service for Users

An industry **Terms of Service** document is located in the Appendix of this report.

### REFERENCES

<https://shadow.tech/usen/terms>

[https://www.termsfeed.com/blog/sample-terms-and-conditions-template/#Download\\_Terms\\_and\\_Conditions\\_Template](https://www.termsfeed.com/blog/sample-terms-and-conditions-template/#Download_Terms_and_Conditions_Template)

<https://www.termsfeed.com/blog/write-terms-conditions/>

# **Non-Disclosure Agreement (NDA) / Confidentiality Agreement Information**

## **2 Types:**

- unilateral – when one party is not allowed to share confidential information as opposed to/vs.
- mutual – when both parties are not allowed to share mutual information

## **Definitions**

legally enforceable contract that creates a confidential relationship between a person who holds some kind of secret information and a person to whom the secret will be disclosed binds a recipient of secret information from releasing to a third (3rd) party or the general public

The secret information typically includes, but is not limited to, intellectual property such as trade secrets, copyrighted work, and patentable inventions, that an individual or company does not want revealed to their competitors. If the bound party divulges any of the information that was meant to be kept secret, they could be liable for significant damages.

legal obligation to privacy and compels those who agree to keep any specified information top-secret or secured

means you will have legal recourse and might even be able to sue for damages

## **Parties**

(The) Releasor – the party giving the Confidential Information (Business Entity or Individual(s))

(The) Recipient – the party receiving the Confidential Information (Business Entity or Individual(s))

## **I. Recitals/Preamble Section**

-outlines the background information and context or foundation of the agreement to follow and highlights what each party is receiving out of the exchange/transaction or why they are entering into it

## **II. State What Is Considered Confidential Information?**

- all info shared by the Releasor
- only info marked 'Confidential' by the Releasor
- only specific info (describe)

any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Our company defines Confidential Information very similarly. Our company defines this as:

any data of any kind, nature, or description concerning any matters affecting or relating to the business of Employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other dates. Specifically, this could include development plans, marketing strategies, finance, operations, systems, concepts, documentation, reports, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles,

pricing, sales estimates, business plans and internal performance evaluation results relating to past, present, or future business activities, technical information, designs, processes, procedures, formulas, improvements, or any other Information as deemed proprietary and confidential by Employer.

### **III. State What Is Not Confidential Info**

Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

### **IV. Disclosure of Confidential Information**

- the Releasor may give Confidential Information to the Recipient
- what the Recipient will do to protect that Confidential Information

### **V. Use of Confidential Information**

- details acceptable uses of the Confidential Information and lists things the Recipient cannot do with the information
- Confidential Information owns and belong to the Releasor
- Compelled Disclosure of Confidential Information
- how to deal with the cases of government, judicial, or administrative orders

## **VI. Remedies**

-acknowledgment that the Confidential Information is important, material, and valuable and the unauthorized disclosure of it would destroy or diminish the value and gravely adversely affect the effective and successful conduct or operations of the business

-what exactly the Releasor is entitled to in the event of a breach

## **REFERENCES**

<https://eforms.com/nda/>

<https://www.rocketlawyer.com/form/non-disclosure-agreement.rl#/>

<https://www.lawdepot.com/contracts/non-disclosure-agreement/?loc=US#.XLs0wqRRfZt>

# Company Internal Documents

## Business Insurance Information and Options

The purpose of business insurance is to protect a business owner from the unexpected cost of running a business due to things such as accidents, natural disasters, and lawsuits. It helps ensure both the owner's personal and business assets are safeguarded from catastrophes.

The federal government requires every business with employees to have workers' compensation, unemployment, and disability insurance, but additional requirements vary by state, so be sure to check one's state's website to find out if there are any.

There are six different types of small business insurance:

| Type                          | Who It Is For  | What It Does/Coverage  |
|-------------------------------|--|--|
| General Liability             | Any business   | Protects against financial loss as the result of bodily injury, property damage, medical expenses, libel, slander, defending lawsuits, and settlement bonds or judgments |
| Product Liability             | Businesses that manufacture, wholesale, distribute, and retail a product | Protects against financial loss as a result of a defective product that causes injury or bodily harm   |
| Professional Liability        | Businesses that provide services to customers                            | Protects against financial loss as a result of malpractice, errors, and negligence   |
| Commercial Property Insurance | Businesses with a significant amount of property and physical assets     | Protects against loss and damage of company property due to a wide variety of events such as fire, smoke, wind and hail storms, civil disobedience, and vandalism        |
| Home-Based Business           | Businesses that are run out of the owner's personal home                 | Is added to homeowner's insurance as a rider to offer protection for a small amount of business equipment and liability coverage for third-party injuries                |



|                         |   |  |
|-------------------------|---|--|
| Business Owner's Policy | Most small business owners, but especially home-based business owners | Package that combines all of the typical coverage options into one bundle to simplify the process and save money |
|-------------------------|---|--|

There are four steps to buy business insurance:

1. **Assess your risks.** Think about what kind of accidents, natural disasters, or lawsuits could damage your business. If you need help, the National Federation of Independent Businesses (NFIB) provides information for [choosing insurance](#) to help you assess your risks and to make sure you've insured every aspect of your business.
2. **Find a reputable licensed agent.** Commercial insurance agents can help you find policies that match your business needs. They receive commissions from insurance companies when they sell policies, so it's important to find a licensed agent that's interested in your needs as much as his/her own.
3. **Shop around.** Prices and benefits can vary significantly. You should compare rates, terms, and benefits for insurance offers from several different agents.
4. **Re-assess every year.** As your business grows, so do your liabilities. If you have purchased or replaced equipment or expanded operations, you should contact your insurance agent to discuss changes in your business and how they affect your coverage.

It is advised that one insures against things one wouldn't be able to pay for on one's own and speaks to insurance agents to determine what kinds of coverage make sense and compare terms and prices to figure out best deal.

<https://www.sba.gov/business-guide/launch-your-business/get-business-insurance>

Businesses may get a quote for and purchase a variety of different types of insurance from Nationwide, The Hartford, State Farm, Progressive, Geico and many more among other common

insurance providers. For a detailed/in-depth look at what each company offers see their individual website:

<https://www.nationwide.com/business/insurance/>  
<https://www.thehartford.com/small-business-insurance>  
<https://www.statefarm.com/small-business-solutions/insurance>  
<https://www.progressivecommercial.com/business-insurance/>  
<https://www.geico.com/general-liability-insurance/>

## Employee Contracts

An industry standard **Employee Contract** is located in the Appendix of this report.

### REFERENCES

<https://fitsmallbusiness.com/employment-contract-template/>

<https://smallbusiness.chron.com/basic-elements-employment-contract-15518.html>

<https://work.chron.com/write-simple-employment-contract-23756.html>

<https://www.sec.gov/Archives/edgar/data/1534992/000153499214000010/ceoexecutiveemploymentagre.htm>

<https://app.legaltemplates.net/documents/new#/documents/3889359/edit/Final%20Details/Agreement%20Date>

<https://www.rocketlawyer.com/document/employment-contract.rl#/>

<https://www.sec.gov/Archives/edgar/data/811532/000081153211000086/richardzimmermancooemploy.htm>

<https://www.sec.gov/Archives/edgar/data/1326801/000119312512046715/d287954dex107.htm>

<https://www.lawinsider.com/contracts/1ESUgzjX6NZVloO5Cn3Fbg/surna-inc/agreement/2015-01-08>

<https://www.wikihow.com/Write-an-Employment-Contract>

<http://www.schwarzkopf-professionalusa.com/skp/us/en/home/education/ask/business/0014/how-to-write-an-employment-contract.html>

<http://learnthat.com/how-do-i-write-an-employment-agreement/>

<https://bondstreet.com/employment-agreement/>

<https://sehub.stanford.edu/sites/default/files/SampleEmploymentContract.pdf>

<https://www.shrm.org/resourcesandtools/tools-and-samples/hr-forms/pages/executiveemploymentagreement.aspx>

<https://formswift.com/builder.php?documentType=employment-contract&ses=a47f5f378330c4e565b2d2e6750927f6&key=74519956>

and other Adobe PDFs and Microsoft Word Documents found online

## **Employee Handbook**

An industry standard **Employee Handbook** is located in the Appendix of this report.

### **REFERENCES**

<https://formswift.com/employee-handbook>

<https://www.zenefits.com/blog/employee-handbook-examples/>

<https://trello.com/b/HbTEX5hb/employee-manual>

<https://resources.workable.com/employee-handbook-policies>

<https://i-sight.com/resources/12-amazing-employee-handbook-examples/>

<https://www.rocketlawyer.com/secure/interview/questions.aspx?document=79119023&id=1627#q1>

<https://cdn.smartresumewizard.com/downloads/employee-handbook/employee-handbook.pdf>

and other Adobe PDFs and Microsoft Word Documents found online

# **APPENDIX**

# **PATENT FORM**

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number

**PROVISIONAL APPLICATION FOR PATENT COVER SHEET – Page 1 of 2**

This is a request for filing a PROVISIONAL APPLICATION FOR PATENT under 37 CFR 1.53(c).

Priority Mail Express® Label No. \_\_\_\_\_

| <b>INVENTOR(S)</b>  |                        |   |
|---|------------------------|---|
| Given Name (first and middle [if any])  | Family Name or Surname | Residence<br>(City and either State or Foreign Country)   |
|   |                        |   |
|   |                        |   |
|   |                        |   |
|   |                        |   |
|   |                        |   |
|   |                        |   |
| Additional inventors are being named on the _____ separately numbered sheets attached hereto.   |                        |   |
| <b>TITLE OF THE INVENTION (500 characters max):</b>   |                        |   |
|   |                        |   |
| Direct all correspondence to: <b>CORRESPONDENCE ADDRESS</b><br><input type="checkbox"/> The address corresponding to Customer Number: <div style="border: 1px solid black; width: 250px; height: 25px; display: inline-block; vertical-align: middle;"></div>   |                        |   |
| <b>OR</b><br><input type="checkbox"/> Firm or Individual Name   |                        |   |
| Address   |                        |   |
| City  | State                  | Zip   |
| Country   | Telephone              | Email   |
| <b>ENCLOSED APPLICATION PARTS (check all that apply)</b>  |                        |   |
| <input type="checkbox"/> Application Data Sheet. See 37 CFR 1.76.   |                        |   |
| <input type="checkbox"/> CD(s), Number of CDs _____   |                        |   |
| <input type="checkbox"/> Drawing(s) Number of Sheets _____  |                        |   |
| <input type="checkbox"/> Other (specify) _____  |                        |   |
| <input type="checkbox"/> Specification (e.g., description of the invention) Number of Pages _____   |                        |   |
| <b>Fees Due:</b> Filing Fee of \$280 (\$140 for small entity) (\$70 for micro entity). If the specification and drawings exceed 100 sheets of paper, an application size fee is also due, which is \$400 (\$200 for small entity) (\$100 for micro entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s). |                        |   |
| <b>METHOD OF PAYMENT OF THE FILING FEE AND APPLICATION SIZE FEE FOR THIS PROVISIONAL APPLICATION FOR PATENT</b>   |                        |   |
| <input type="checkbox"/> Applicant asserts small entity status. See 37 CFR 1.27.  |                        |   |
| <input type="checkbox"/> Applicant certifies micro entity status. See 37 CFR 1.29.<br>Applicant must attach form PTO/SB/15A or Bor equivalent.  |                        |   |
| <input type="checkbox"/> A check or money order made payable to the <i>Director of the United States Patent and Trademark Office</i> is enclosed to cover the filing fee and application size fee (if applicable).  |                        | <div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <b>TOTAL FEE AMOUNT (\$)</b> |
| <input type="checkbox"/> Payment by credit card. Form PTO-2038 is attached.   |                        |   |
| <input type="checkbox"/> The Director is hereby authorized to charge the filing fee and application size fee (if applicable) or credit any overpayment to Deposit Account Number: _____   |                        |   |

**USE ONLY FOR FILING A PROVISIONAL APPLICATION FOR PATENT**

This collection of information is required by 37 CFR 1.51. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 10 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**PROVISIONAL APPLICATION FOR PATENT COVER SHEET – Page 2 of 2**

The invention was made by an agency of the United States Government or under a contract with an agency of the United States Government. (NOTE: Providing this information on a provisional cover sheet, such as this Provisional Application for Patent Cover Sheet (Form PTO/SB/16), does not satisfy the requirement of 35 U.S.C. 202(c)(6), which requires that the *specification* contain a statement specifying that the invention was made with Government support and that the Government has certain rights in the invention.)

☐ No.

☐ Yes, the invention was made by an agency of the U.S. Government. The U.S. Government agency name is:

\_\_\_\_\_

☐ Yes, the invention was made under a contract with an agency of the U.S. Government.

The contract number is: \_\_\_\_\_

The U.S. Government agency name is: \_\_\_\_\_

\_\_\_\_\_

In accordance with 35 U.S.C. 202(c)(6) and 37 CFR 401.14(f)(4), the specifications of any United States patent applications and any patent issuing thereon covering the invention, including the enclosed provisional application, must state the following:

“This invention was made with government support under [IDENTIFY THE CONTRACT] awarded by [IDENTIFY THE FEDERAL AGENCY]. The government has certain rights in the invention.”

**WARNING:**

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TYPED OR PRINTED NAME \_\_\_\_\_ REGISTRATION NO. \_\_\_\_\_  
(if appropriate)

TELEPHONE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_



## Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

**PARTNER CONTRACT**  
**STUDIOS CONTRACT**

# GAME STUDIO CONTRACT

**THIS AGREEMENT** made effective as of the [ DATE ] day of [ MONTH ], [ YEAR ].

## BETWEEN:

The [ STUDIO ] and **Game Solutions LLC**

(Salutation) (Name) (Game Solutions LLC)

## ADDRESS:

House/Apt #: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal code: \_\_\_\_\_

(Known as Game Solutions LLC)

Agreed Amount Royalty: \_\_\_\_\_ Initials: \_\_\_\_\_

Additional Terms of the Agreement: \_\_\_\_\_ Initials: \_\_\_\_\_

How many Games/Application: \_\_\_\_\_ Initials: \_\_\_\_\_

The parties hereby agree as follows:

## SERVICES:

1. Studio will provide the services that include: Selling Game/s, Renting Game/s Developing, Editing, Maintaining, Updating and Supporting. In the event that composition needs to be further developed, Game Solutions LLC agrees to award studio 50% of the application royalties, should studio be required to amend or further develop composition or upon not providing the agreed service Studio will award 50% of the application royalties to Game Solutions LLC. Game Solutions LLC understands that there will be additional fees for any additional services not listed in 1 That are provided by Studio at Game Solutions LLC's request, including hiring additional developers for the project, or the extending of initial scope of the project.

## RATES AND PAYMENTS:

- 2.1 Game Solutions LLC agrees to pay for the Services, at the applicable rates/royalty set out in the agreement, in a timely and reasonable fashion. **NO APPLICATION** will be maintained, **in whole or in part, until FULL payment is received per the agreement.** **Game Solutions LLC further understands that this cost is a packaged price or royalty and not delegated to a specific application, nor can there be a calculation of overall sum quoted divided by number of apps created. Should studio support part of the**

**project and decide not to complete the total, set out in this contract, none of the initial cost shall be paid to Studio by Game Solutions LLC partly or completely.**

- 2.2 Studio will pay Game Solutions LLC a non-refundable deposit of 50% ( ) of the estimated total royalty charges. In the event that for payment be established, the Studio agrees that 50% of total amount is not contingent upon the completion of the project and will pay 50% of total, of service rendered. Within reasonable expectation, and upon the discretion of the Game Solutions LLC, there will be an effort made to ensure that the final product is suitable to the client. **Studio understands that quote does not include taxes. Quote applies only to the fees received into the Game Solutions LLC's account.**
- 2.3 Invoices are due and payable on receipt. If Game Solutions LLC fails to pay an invoice on time, that resells in dispute, Game Solutions LLC agrees to pay Studio's actual expenses, including reasonable attorney's fees, associated with any collection proceedings, and any and all court proceedings will be held in Delaware state, United States.

### **RESPONSIBILITIES OF STUDIO:**

- 3.1 Game Solutions LLC shall not be liable for any failure to perform its obligations, if such failure is due to circumstances beyond its reasonable control. Any liability of Game Solutions LLC shall be limited to the total of all amounts paid by Studio for Services under this Agreement.

### **RESPONSIBILITIES OF GAME SOLUTIONS LLC:**

- 4.1 Game Solutions LLC agrees to:
- Game Solutions LLC will make all payments when due;

### **TERMINATION:**

If Studio fails to comply with any of its responsibilities hereunder, Game Solutions LLC may terminate this Agreement and retain any application given by Studio prior to said termination. Furthermore, Game Solutions LLC reserves the right to terminate this agreement at anytime should Studio refusal to comply to any of section, 3.1 or even 4.1 occur, and initial future royalties will not be given or provided.

### **ACCEPTANCE OF MEDIA:**

Receipt and acceptance of the application media by Game Solutions LLC after completion of the Services shall be deemed acknowledgement between both parties that the quality of the Services is satisfactory to Game Solutions LLC and shall release Game Solutions LLC from any and all liability and claims regarding such Services.

### **ENTIRE AGREEMENT:**

This constitutes the entire agreement between Game Solutions LLC and Studio, and may not be modified, changed in any way except in writing signed by both parties.

### **GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of Delaware state. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Delaware state, United States.

### **CONFIDENTIAL INFORMATION:**

Both parties has taken commercially reasonable measures consistent with industry standard practices to protect the proprietary nature of the Confidential Information owned by both that are material to the business of both as currently conducted.

### **STUDIO:**

I [                     NAME                     ] AGREE TO COMPLY WITH ALL THE REQUIREMENTS OF THIS AGREEMENT AND UNDERSTAND THAT THIS AGREEMENT IS A LEGAL AND BINDING DOCUMENT BETWEEN YOU, THE 'STUDIO' AND US, THE 'Game Solutions LLC'

DATE: MM/DD/YEAR

### **GAME SOLUTIONS LLC:**

DATE: MM/DD/YEAR

### **CONTINUATION:**

At completion of project: I [                     NAME                     ] (Game Solutions LLC) hereby sign that I am satisfied with the project.

DATE: MM/DD/YEAR

SIGNATURE: \_\_\_\_\_

# **ROYALTY AGREEMENT**

# ROYALTY AGREEMENT

This royalty agreement is made on [ DATE ] between the following parties:

Game Solutions LLC (Grantor) and [ STUDIO NAME ] (Grantee).

Whereas, the Grantor owns and holds the rights to grant interest in [Game Kit Software], the Grantee has expressed an interest to make use of the Grantor's property for [ TIME PERIOD ] by paying a portion of the Grantees profits as royalty for the property, as well as any agreed lump sums included in this royalty agreement. Therefore, both parties are in agreement to the following terms and conditions:

## Rights

The Grantor, upon entering into this agreement will grant the Grantee rights to the Property for use both in the United States and abroad for a period of [ AGREEMENT YEARS ] years.

## Grantors Representations and Warranties

The Grantor hereby represents they are the owner of the property listed and have all the needed rights to enter into this royalty agreement as well as grant the appropriate licenses to the Grantee.

Upon signing this royalty agreement, the Grantor agrees to deliver any and all needed documents for the property to the Grantee for the term agreed.

In the instance of a breach of this agreement the Grantor agrees to hold the Grantee harmless of any loss, damages, or injuries that may incur.

## Grantees Representations and Warranties

The Grantee agrees during the term of this agreement all property included will be held in confidence and with the same regard as the Grantee would hold personal proprietary information.

In the instance of any action occurring that may threaten the confidentiality of the Grantor's property the Grantee shall notify the Grantor immediately and work to resolve such breach.

If the Grantee's negligence should cause any injury, loss, or damage to personnel or the property the Grantee agrees to hold the Grantor harmless and will seek to remedy the situation.

## Royalties

The Grantee has offered to pay the following royalties for the permission and use of the listed properties:

Lump Sum: [ Total ]

Net Profits: [ Percentage ] %

## Net Profits

Net profits shall, for the sake of this royalty agreement, be considered the total profits obtained by the Grantee during the term of this agreement through use of the Grantor's property after the following dues have been paid:

- All costs regarding manufacturing and marketing
- All general and overhead expenses including taxes and fees

Any additional fees as listed below:  
(Text Field)

## **Royalty Payouts**

The Grantee agrees to track all proceeds and product as well as provide the Grantor with a summary of all the above items on a monthly basis inclusive of any royalty totals due for the month.

The Grantor shall, once per year, be permitted to conduct an unannounced audit of all royalties owed as well as all inventory.

This audit will be at the expense of the Grantor unless fault is found during. In the instance of a breach or fault found the Grantee will become responsible for the fees and costs associated with the audit.

## **Indemnity**

Except in the instance of a breach of this agreement neither party shall be held liable for any injuries, loss, damages, or costs any third party individuals may incur from this royalty agreement resulting from the other party's actions.

## **Confidential Information**

The Grantee understands they may become aware of information that if made public could have a negative impact on the Grantor. Under this understanding the Grantee agrees to keep all information made available to themselves or anyone representing them confidential.

This confidentiality clause will remain in effect even if termination, cancellation, or completion of this royalty agreement occurs.

## **Termination**

At any time during this agreement either party may, with written notification, request to terminate this agreement.

The following will terminate this agreement:

- Breach of contract
- Bankruptcy
- Failure to comply with confidentiality terms



## Assignment

Neither of the Parties involved in this royalty agreement shall be assigned any tasks without prior notification and approval.

Any assignments that do not undergo the above actions will be deemed void.

## Survivability

If at any point one or more terms and conditions within this royalty agreement are deemed to be unenforceable or void, the parties agree to substitute a similar term or condition to replace the defective one.

## Waiver

The failure to enforce or uphold any aspect of this royalty agreement shall not constitute a waiver of any other aspect of the agreement.

## Governing Law

This royalty agreement shall be under the jurisdiction of Delaware State, USA and any legal proceedings shall take place as such.

## Notice

Any and all notifications regarding this royalty agreement shall be delivered either in person, via courier, or via certified mail to the addresses listed below:

Grantee: [ Address ] [ City ], [ State ] [ Zip ]

Grantor: [ Address ] [ City ], [ State ] [ Zip ]

## Entire Agreement

This royalty agreement as well as any exhibits attached shall for all considerations be the entire agreement for the properties listed.

Furthermore, this royalty agreement will take precedence over any and all previous agreements including, but not limited to, any oral or written agreements between the Parties.

## Agreement

Both parties understand and agree to the terms and conditions of this royalty agreement. By signing electronically below, both parties acknowledge receipt and understanding of this agreement.

Grantee

Signature: \_\_\_\_\_

Grantor

Signature: \_\_\_\_\_

# **CLIENT CONTRACT**

# CLIENT CONTRACT

## IMPORTANT—READ CAREFULLY

This agreement (“Agreement”) is between you, a legal entity (“COMPANY”), and Game Solutions LLC or one of its affiliates (“Game Solutions LLC”). This Agreement grants COMPANY limited rights to: (i) lease to their personal computers (“PCs”) that COMPANY acquires with the original equipment manufacturer (Game Kit Software), and

(ii) Rent the (Game Kit Software) Volume Licensing versions of certain Game Solutions LLC Software Products. By exercising rights under this Agreement, COMPANY agrees to its terms. If COMPANY does not agree, COMPANY may not lease PCs with Game Solutions LLC Software Products preinstalled and may not rent Game Solutions LLC Software Products. COMPANY may not exercise rights under this Agreement if either (1) COMPANY has a valid (Game Kit Software) License Agreement with Game Solutions LLC or a Game Solutions LLC affiliate or (2) COMPANY qualifies as an (Game Kit Software) affiliate under an (Game Kit Software) License Agreement. For purposes of this Agreement, “qualifies as an (Game Kit Software) affiliate” means that COMPANY is controlled by, or is under common control with, an entity that has a valid (Game Kit Software) License, where control means direct or indirect majority ownership. COMPANY also agrees that it will not exercise rights as an end user under the Game Solutions LLC Software License Terms for the units of Game Solutions LLC Software Products leased or rented under this Agreement (“License Terms”).

## 1. Lease rights and obligations

### 1.1 License grant, limitations, and obligations

Notwithstanding anything to the contrary in the applicable License Terms for each Game Solutions LLC Software Product, Game Solutions LLC hereby grants to COMPANY the right to lease Game Solutions LLC Software Products on Leased PCs to its customers, each under a Lease (each as defined below). This grant is subject to COMPANY’s continuing compliance with the terms of this Agreement and all applicable license terms.

COMPANY must fully own the leased PCs (“Leased PCs”) and also must enter into a lease agreement (“Lease”) with each of its customers (“Lessees”). The Leased PCs must have Game Solutions LLC Software Products preinstalled and each Leased PC can be leased only to a single Lessee. Each Lease must (i) prohibit subleasing or sublicensing of the Leased

PCs, (ii) have a term of at least three years, and (iii) automatically terminate upon transfer of ownership of the Leased PC to the Lessee.

Use of each Game Solutions LLC Software Product by the Lessee shall be governed by the applicable License Terms for that Game Solutions LLC Software Product. COMPANY shall instruct each Lessee to use each Game Solutions LLC Software Product in accordance with the applicable License Terms.

This Section 1 does not grant any right to COMPANY to (1) lease Game Solutions LLC Software Products on a stand-alone basis; (2) lease or otherwise provide shared access to software products that are accessed from a host device that provides resources, services, and/or information to multiple client computers/workstations; or (3) lease Game Solutions LLC Software Products other than under a Lease, except as allowed in Section 2 below.

### 1.2 Distribution of the Game Solutions LLC Software Products

COMPANY shall market and distribute Game Solutions LLC Software Products to Lessees only as installed on the Leased PCs as outlined in this Agreement and **not** as "standalone" products. If COMPANY acquires Leased PCs that include a copy of Game Solutions LLC Software Products on separate (Game Kit Software) branded media (for example, CD-ROM) for recovery purposes, such recovery media may be provided to Lessee with the Leased PCs.

### 1.3 Obligations upon expiration or termination of Leases

When a Lease ends, COMPANY shall keep records of whether ownership of the Leased PCs is transferred to Lessee or to a Game Solutions LLC Authorized Refurbisher, or whether the Leased PCs with all Game Solutions LLC Software Products and related materials are destroyed. COMPANY does not have the right to transfer the Leased PCs to a different party or to release the Game Solutions LLC Software Products under this Agreement. Any further use or transfer is limited to the Lessee of the Game Solutions LLC Software Products and is governed solely by the applicable License Terms. COMPANY may re-lease Leased PCs at the end of a Lease provided COMPANY first properly acquires the right to do so.

## 2. Rental Rights

For each desktop or other personal computer on which COMPANY is licensed to run one of the qualifying applications identified in section 2.1 below (each, a “Qualifying Device”), Game Solutions LLC grants COMPANY the limited rental rights in this section 2.

### 2.1 Qualifying applications for Rental Rights – (Game Kit Software)

Qualifying applications are limited to certain applications acquired through specific Game Solutions LLC Programs. The qualifying applications (each, a “Qualifying Application”) by program type are:

#### Game Solutions LLC Software products

|   | License Agreement that applies to COMPANY’s license: |   |                           |  |
|---|--|---|---------------------------|--|
| Qualifying versions of Game Kit for Rental Rights | Base   | Game Solutions LLC Products and Services Agreement <sup>1</sup> | Open License <sup>1</sup> | Select or Select Plus Agreement <sup>1</sup> |
| Game Kit Full                                     |  |   |                           |  |
| Game Kit Lite                                     |  |   |                           |  |
| Game Kit Enterprise                               |  |   |                           |  |
| Game Kit Pro                                      |  |   |                           |  |

<sup>1</sup> For Game Solutions LLC Software Products purchased under this type of agreement, the “License Terms” are the Volume Licensing Product Terms and the associated terms under which COMPANY licensed the Game Solutions LLC License grant for Rental Rights – (Game Kit Software)

**2.2** Notwithstanding anything to the contrary in the applicable License Terms for each Game Solutions LLC Software Product (Qualifying Application) identified in section 2.1, Game Solutions LLC hereby grants to COMPANY the right to exercise the rental rights allowed in Section 2.3 below. This grant is subject to COMPANY's continuing compliance with the terms of this Agreement and all applicable license terms.

### **2.3 Rental Rights**

For each Qualifying Device, Game Solutions LLC waives the prohibition in the License Terms against renting or leasing the Qualifying Application(s) for Leases and rentals that comply with the terms of this Agreement.

Use of each Qualifying Application by each user will be governed by the License Terms for that Qualifying Application. COMPANY must (1) require each user to accept the License Terms for each Qualifying Application in writing or electronically and (2) notify each user that Game Solutions LLC offers no warranty for the Qualifying Application and that Game Solutions LLC will not defend the user against any third-party claims or be liable for any damages arising from use of the software.

### **2.4 Additional requirements for rentals**

The Qualifying Application may not be used in a virtual environment.

The Qualifying Application may not be accessed remotely, or in any other manner that enables a user to use the software on a device other than the device for which it is licensed, except as required for technical support purposes using Remote Assistance or similar technologies.

Commercial use: The rights in this section 2 may be exercised for commercial use only.

COMPANY agrees to indemnify, defend, and hold Game Solutions LLC harmless, including attorneys' fees, for claims related to any use of a Qualifying Application under the rental rights granted in this section 2.

## **3. Additional obligations of COMPANY**

### **3.1 Acquisition of Game Solutions LLC Software Products**

All Game Solutions LLC Software Products, including those on Leased PCs must be genuine Game Solutions LLC Software Products, properly acquired.

### **3.2 Compliance with license requirements**

COMPANY agrees to inform its employees and other individuals who have access to the Game Solutions LLC Software Products that the Game Solutions LLC Software Products: (i) are licensed by Game Solutions LLC, (ii) may be used only subject to the terms and conditions contained in this Agreement (including the applicable License Terms), and (iii) may not be copied, transferred, or otherwise used in violation of such terms and conditions. COMPANY agrees to use all commercially reasonable efforts to prevent any unauthorized distribution, use, duplication, or pirating of the Game Solutions LLC Software Products.

### **3.3 Term and termination of Agreement**

This Agreement shall take effect on the date on which COMPANY enters into its first Lease or first exercises the rental rights in section 2 (if earlier) and will remain in effect until terminated by Game Solutions LLC. If Game Solutions LLC provides notice of termination, then

COMPANY's rights under this Agreement will terminate 90 days following the date of the notice; provided, however, that the rights granted by this Agreement with regard to Leases in effect at the time of termination shall survive for the entire length of those Leases. Game Solutions LLC also may terminate this Agreement immediately, upon notice, if COMPANY breaches this Agreement. If this Agreement is terminated, COMPANY and its affiliates may not enter into another version of this Agreement without Game Solutions LLC's prior written consent.

#### **4. Limitation of liability**

There may be situations in which COMPANY has the right to claim damages from Game Solutions LLC or its affiliates. Whatever the basis for COMPANY's claim (such as breach of contract or tort), liability of Game Solutions LLC and its affiliates will be limited to direct damages up to US\$50.00. This monetary limitation will not apply to (i) liability for damages caused by Game Solutions LLC's or its affiliates', or their employees' or agents', recklessness or willful misconduct and awarded by a court of final adjudication or (ii) liability for personal injury or death caused by Game Solutions LLC's or its affiliates', or their employees' or agents', negligence or for fraudulent misrepresentation.

**Neither Game Solutions LLC, its affiliates, nor anyone else who has been involved in the creation, production, or delivery of the Game Solutions LLC Software Products, shall be liable for any indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the Game Solutions LLC Software Products even if Game Solutions LLC has been advised of the possibility of such damages.**

**COMPANY, its affiliates, and its franchisees must not make to any Lessee, or any user of rental rights, any representation with respect to the Game Solutions LLC Software Products or the use thereof, except as is explicitly set forth in the License Terms. COMPANY agrees to defend, indemnify, and hold harmless Game Solutions LLC and its affiliates from and against any and all claims arising from or relating to COMPANY's breach of this Agreement or any negligent act or omission related to COMPANY's activities under this Agreement.**

#### **5. Verifying compliance**

##### **5.1 Right to verify compliance**

COMPANY must keep records relating to the Leased PCs, its Leases, exercise of rental rights, and implementation of COMPANY's obligations under this Agreement. Game Solutions LLC has the right to verify compliance with the Agreement, at Game Solutions LLC's expense, during the term of the Agreement, and for a period of one year thereafter.

##### **5.2 Verification process and limitations**

To verify compliance, Game Solutions LLC will engage an independent accountant from an internationally-recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30-days' notice, during normal business hours and in a manner that does not interfere unreasonably with COMPANY's operations. COMPANY must promptly provide the accountant with any information the accountant reasonably requests in furtherance of the verification. As an alternative, Game Solutions LLC can require COMPANY to complete Game Solutions LLC's self-audit

questionnaire relating to the Leased PCs COMPANY leased, and rental rights COMPANY exercised, under this Agreement, but Game Solutions LLC reserves the right to use a verification process as set out above.

If Game Solutions LLC undertakes verification and does not find material unauthorized leasing, rental, or failure to keep records required under this Agreement (unauthorized leasing or rental, or records deficiency of 5 percent or more), Game Solutions LLC will not undertake another verification of the same entity for at least one year. Game Solutions LLC and Game Solutions LLC's auditors will use the information obtained in compliance verification only to enforce Game Solutions LLC's rights and to determine whether COMPANY is in compliance with the terms of this Agreement. By exercising its rights under this section 5.2, Game Solutions LLC does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

### **5.3 Remedies for noncompliance**

If verification or self-audit reveals any unauthorized leasing or recording deficiencies, COMPANY must promptly acquire the necessary rights to reflect its leasing and rental activities. If material unauthorized leasing or failure to keep required records by COMPANY is found, COMPANY must reimburse Game Solutions LLC for the costs Game Solutions LLC has incurred in verification within 30 days of the finding.

## **6. Confidential Information Protection**

The Company has taken commercially reasonable measures consistent with industry standard practices to protect the proprietary nature of the Confidential Information owned by Game Solutions LLC that are material to the business of the Company as currently conducted.

## **7. General**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that COMPANY may not assign its rights or obligations under this Agreement in any way without the prior written consent of Game Solutions LLC.

If COMPANY is located in Europe, the Middle East, or Africa, this Agreement shall be construed under, and controlled by, the laws of Ireland, and COMPANY consents to jurisdiction and venue in the courts sitting in Ireland. Otherwise, this Agreement shall be construed under, and controlled by, the laws of the State of Delaware, United States, exclusive of its choice of law rules, and COMPANY consents to jurisdiction and venue in the courts State of Delaware, United States. Process may be served on either party in the manner as is authorized by applicable law or court rule. Sections 1.3, 3.3, 4, 5, 6, and 7 of this Agreement, as well as the prohibition on exercising rights as an end user under the License Terms for the units of Game Solutions LLC Software Products leased under this Agreement, will survive termination or expiration of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of Delaware state. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Delaware state, United States.

I [ NAME ] AGREE TO COMPLY WITH ALL THE REQUIREMENTS OF THIS AGREEMENT AND UNDERSTAND THAT THIS AGREEMENT IS A LEGAL AND BINDING DOCUMENT BETWEEN YOU, THE 'CLIENT' "COMPANY" AND US, THE 'Game Solutions LLC'

DATE: MM/DD/YEAR

**CLIENT:**

DATE: MM/DD/YEAR

**CONTINUATION:**

At completion of project: I [ NAME ] (Client) hereby sign that I am satisfied with the project.

DATE: MM/DD/YEAR

SIGNATURE: \_\_\_\_\_

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# **INVOICING**

# INVOICE

**Bill From**

Name: \_\_\_\_\_

Company Name:\_\_\_\_\_

Street Address: \_\_\_\_\_

City, ST ZIP Code:\_\_\_\_\_

Phone: \_\_\_\_\_

**Bill To**

Name: \_\_\_\_\_

Company Name:\_\_\_\_\_

Street Address: \_\_\_\_\_

City, ST ZIP Code:\_\_\_\_\_

Phone:

**Invoice No.**\_\_\_\_\_

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

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

| Description/Item | Price (\$) | Total (\$) |
|------------------|------------|------------|
|                  |            |            |
|                  |            |            |
|                  |            |            |
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|                  |            |            |
|                  |            |            |
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|                  |            |            |
| <b>SUBTOTAL</b>  |            |            |
| Sales Tax        |            |            |
| Other            |            |            |
| <b>TOTAL</b>     |            |            |

## **Terms and Conditions**

Thank you for your business. Please send payment within \_\_\_\_\_ days of receiving this invoice.

There will be a \_\_\_\_\_ % per \_\_\_\_\_ on late invoices.

## Please Choose a Payment Type

### Credit Card



☐ Visa      ☐ MasterCard      ☐ Discover      ☐ American Express

Cardholder Name \_\_\_\_\_

Account/CC Number \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_

CVV \_\_\_\_\_

Zip Code \_\_\_\_\_

I authorize the above named business/individual to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one (1) time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Cardholder name)



### Bank Wire

Name on Bank Account: \_\_\_\_\_

Street Address: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Type: \_\_\_\_\_



Email: \_\_\_\_\_

# **TERMS OF SERVICE FOR USERS**

# TERMS OF SERVICE FOR USE OF GAMEKIT

## I. Terms

These terms of service (the "Terms") govern your use and access to the services and software (together the "Services") of Game Solutions LLC ("we" or "Our Company"), which the ("Client" or "Client Café") facilitates for you ("you" or the "User"). This includes your access to GameKit, our game streaming-application.

Please read these Terms carefully. These Terms are a contract between you and Our Company. By using our Services, you agree to be bound by these Terms, including the Privacy Policy and Code of Conduct herein, and all other terms and policies incorporated herein by reference. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OUR SERVICES.

Some of our Services may from time to time be subject to additional terms and conditions, which you will be asked to accept before those Services are offered to you. These additional terms will supplement and prevail over these Terms with respect to the Services concerned.

## II. Capacity

- a. Our Services are not intended for, and may not be used by, people under the age of 13. By using our Services, you represent and warrant to us that you are at least 13 years of age and are lawfully able to accept these Terms, and purchase and/or use the Services.
- b. Our Services also contain some content not intended for users under the age of 17. When creating a GameKit account, and between the ages of 13 and 17, the User must only do so with approval of a parent or guardian, and this approval must be recorded and held by the Client for review by Game Solutions LLC at any time the underage user is in the Client Café.

## III. Responsibilities

- a. GameKit is a tool for gaming cafés that allows a central server to stream game instances to multiple terminals in the café. The Client Café licenses and installs GameKit on their own hardware, as defined in III. b. i. System Requirements.

You must pay the Client Café based on their contract with you and must also adhere to their terms of service and the terms of service of the game you are playing. You can use GameKit to play games from the list we have made available. We reserve the right to alter this list permanently or temporarily and without warning.

To use GameKit you must create an account by providing a UserName, email address, and password. This account allows you to participate in competitions organized by the Client Café and chat with other users in the Client Café. You may also be required to create accounts within individual games per the respective terms of service. The data for your user account is the sole responsibility of the Client Café and is inaccessible to Our Company.

Your Experience using GameKit depends directly on the Client Café's hardware selection and appropriate maintenance. The Client Café may purposefully or inadvertently alter this experience and Our Company cannot be held responsible for this.

- b. We are responsible for certifying functionality during GameKit's initial setup and for fixing properly documented bugs in a timely manner. We are not responsible for hardware changes that the Client Café performs without requesting additional certification, nor are we responsible for fixing software errors that the Client Café does not report.
  - i. System Requirements: To achieve an optimal GameKit Experience, we recommend the Client Café follow these system requirements.
    - 1. A central server capable of performing [X teraflops/ calculations] per second.
    - 2. A local internet connection capable of [bandwidth metric]
    - 3. MS Windows or Linux Desktops compatible with GameKit.
    - 4. All peripherals necessary for connecting the server and terminals, and to allow effective user inputs in game. This may include keyboards, mice, high-refresh-rate monitors, surround-sound headphones, and high-speed ethernet cables.
- c. In the event that you experience an issue with your GameKit experience, you agree that you must first address this issue with the Client Café who will forward the issue to us if it is beyond their scope.

#### **IV. Payment**

- a. By using this service, you agree to pay the Client in full accordance with the terms and conditions you agreed to with the Client. These conditions may differ from our agreement with the Client which are of no concern to you.

#### **V. Code of Conduct**

- a. While using GameKit you may have the opportunity to engage with other GameKit users through Communities including but not limited to Chat and Tournament boards. Within these communities you shall not participate in any of the following behaviors:
  - i. advocating or perpetrating illegal activities of any kind, including any activities which would violate local, state, national, federal or international laws, rules and regulations;
  - ii. creating, uploading, linking or sharing fraudulent, defamatory or misleading content, or intending to incite crimes and offences, racial hate or suicide, justify crimes against humanity, or containing child pornography, or any other content of a violent or pornographic nature where the content could be accessed by minors;
  - iii. infringing any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or using the Services to share copyrighted material that you do not own or have permission to share or distribute;
  - iv. disseminating any harassing, slanderous, defamatory, sexually explicit, libelous, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature, or infringing the personal privacy or rights of third parties.
  - v. sending unwanted messages, promotions or advertising, or spam, or modified, misleading or false source identification information, including by spoofing or phishing techniques, and in general, taking the identity of any other person whatsoever;

- b. Additionally, you shall not use GameKit in any of the following manners:
  - i. hacking into third-party computer systems, hosting botnet-type aggressive services, spreading viruses, worms, spyware, time bombs or other computer programs with the purpose or effect of restricting, harming or altering the proper functioning of hardware or computer programs;
  - ii. posting, distributing, or otherwise making available or transmitting any software or other computer file that contains a virus, trojan horse, worm, malware or other harmful or destructive component;
  - iii. mining cryptocurrencies, or using GameKit's computing power to break encryption keys;
  - iv. hampering or attempting to hamper, in any way whatsoever, the proper functioning of the Services, including disabling, altering, infringing or circumventing, or attempting to disable, alter, or circumvent, in any form whatsoever, any device or feature of the Services, or accessing, modifying or using non-public areas of the Services or common areas of the Services which you are asked not to access;
  - v. deleting from the Service or the Software any any legal notices, disclaimers, or proprietary notices such as copyright or trademark notices, or using or modifying any logo or other content of the Websites without Game Solutions LLC's prior written consent;
  - vi. printing, copying or reverse engineering any code or GameKit software;
  - vii. taking any action that degrades, harms, disrupts or interferes with the Services, our equipment, or the security of the Services or, more generally, taking any action that could be harmful to Game Solutions LLC or other users;
  - viii. analyzing, probing or testing the vulnerability of any system or network.
- c. Any violation of the Code of Conduct by any user or Client employee shall remain the responsibility of the Client in the event that the Client does not take the proper action to remove the offending user and mitigate the damage caused.
- d. We are not responsible for any offensive content found within our communities.

## **VI. Data**

- a. We do not collect any sensitive personal information about you or from user account. The Client Café holds responsibility for storing and securing the Username, Password, and email address ("User Content") that you provide when creating your account. GameKit does forward any information about you back to Our Company and provides tools for the Client Café to store any information it collects about you on-site. We hold no responsibility for your personal data.
- b. We collect anonymized statistics regarding the amount of time your username plays each individual game to facilitate payment for our software licenses. GameKit replaces your username with a randomly scrambled, but unique, identifying number and records it with the amount of playtime after each session. Each gaming session will create a

new identifying number to record your data and that number is not traceable to your username with the information we have.

- c. While playing games through GameKit, you may also create additional User Content comprised of game progress data, customization files, achievements, and other assorted data. This data is at times held by The Client and at times by the Game Studio responsible for creating the game you are playing. You must consult your agreements with the Client and the Game Studio for information on this data and your rights relating to its use. By using GameKit you agree to release Game Solutions LLC and all employees from any responsibility for this User Content.

## **VII. Intellectual Property**

- a. All intellectual property associated with Game Solutions LLC and GameKit (jointly referred to as the “GameKit IP”) are proprietary to Game Solutions LLC and/or its affiliates and/or its or their suppliers, and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. GameKit IP includes, without limitation, any trademarks, logos, trade names, photographs, publications, texts, documents, descriptions, slogans, domain names, patents, know-how, Software, source code, applications, user interfaces, databases, drawings, designs and models, designs, works, images, graphs, illustrations, digital downloads, animated and audio sequences, and all other intellectual works associated with the Services.
- b. You acknowledge that by using the Services you are not acquiring any right in or title to the GameKit IP. Except as specifically permitted herein, no portion of the GameKit IP may be used or reproduced in any form, or by any means. All intellectual property rights not expressly granted in these Terms are reserved to Game Solutions LLC and its affiliates.

## **VIII. Termination by You**

- a. You may decide to end your relationship with GameKit at any time, by selecting “delete account” in the account settings menu of the GameKit start page or by such other means as may be indicated by your agreement with the Client or through their company. If you decide to terminate your relationship, you will immediately lose access to GameKit and all GameKit content. You acknowledge that the termination of your relationship may result in the loss of all User Content and that we have no responsibility to preserve this User Content after you terminate your contract with us.

## **IX. Termination by Us**

- a. We expect you to comply with these Terms. Game Solutions LLC reserves the right to suspend the Services, without notice, if you breach these Terms (including, in particular, in the event of a violation of our Code of Conduct).

## **X. Termination by The Client**

- a. You agree that the Client may terminate your contract with them at any time per their agreement with you, and we have no responsibility for this decision. In the event that the Client terminates your access to their Game Center, you will also lose access to



GameKit and all affiliated services. In this case, the Client will be responsible for removing all of your User Content.

## **XI. Territories**

- a. GameKit is only accessible through one of our official and licensed Clients. Any use of GameKit outside of this official settings is a breach of the Terms.

## **XII. Copyright**

- a. We respect the intellectual property of others and ask our Users to do the same.  
If you believe that any content made available on or through our Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a DMCA Notice containing to the Designated Agent identified below:

Game Solutions LLC Legal Department

legal@GSLLC.com

Game Solutions LLC – 4400 Massachusetts Ave NW Washington, DC 20016

We reserve the right to delete or disable any content alleged to be infringing, and/or terminate the subscription of repeat infringers.

## **XIII. Disclaimer, liability, etc.**

- a. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMITTED BY LAW, (A) GAME SOLUTIONS LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES; (B) GAME SOLUTIONS LLC DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (C) EXCEPT FOR ANY LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION OR GROSS NEGLIGENCE, IN NO EVENT SHALL GAME SOLUTIONS LLC OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR (1) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (2) ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, OR PROFITS, OR THE LOSS OF USER CONTENT, OR (3) ANY DAMAGE TO USER'S HARDWARE OR SOFTWARE, EVEN, IN EACH CASE, IN CIRCUMSTANCES WHERE GAME SOLUTIONS LLC WAS WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW, GAME SOLUTIONS LLC AND ITS AFFILIATES' LIABILITY FOR ALL CLAIMS RELATING TO ANY SERVICE WILL BE CAPPED AT THE HIGHER OF \$100 OR THE AMOUNTS PAID BY YOU TO GAME SOLUTIONS LLC FOR THE SERVICE CONCERNED, DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

FINALLY, YOU WILL DEFEND, INDEMNIFY AND HOLD GAME SOLUTIONS LLC, ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, COST, LIABILITY, LOSS OR SETTLEMENT INCURRED IN CONNECTION WITH A THIRD-PARTY CLAIM ARISING OUT OF OR IN CONNECTION WITH A VIOLATION BY YOU OF ANY OF THESE TERMS.

#### **XIV. Amendment of the conditions**

- a. Game Solutions LLC may from time to time amend these Terms. In that case, you will be asked to accept the amended Terms. If you do not accept the amended Terms, you will be unable to access GameKit and other affiliated Services. You must consult the Client for further information if you refuse to accept our updated Terms.

#### **XV. Miscellaneous**

- a. These Terms constitute the entire agreement between you and Game Solutions LLC with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.
- b. Game Solutions LLC's failure to enforce a provision of these Terms shall not be deemed a waiver of its right to do so in the future. If a provision of these Terms is found to be unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting as closely as possible the intent of the parties. You may not assign any of your rights under these Terms, and any such attempt will be void. Game Solutions LLC may assign its rights to any of its affiliates, or to any successor in interest of any business associated with the Services.

#### **XVI. Applicable law; Disputes**

- a. These Terms will be governed by Washington, DC law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.
- b. The parties shall endeavor to settle any disputes regarding these Terms or the Services amicably before submitting the case to the competent courts.
- c. To that effect, before filing a claim against us, you agree to try to resolve the dispute informally by opening a support ticket on your account page. We will try to resolve the dispute informally. If a dispute is not resolved within fifteen days of submission, you or we may bring a formal proceeding.
- d. Any judicial proceeding to resolve claims relating to these Terms or the Services shall be brought in the federal or state courts of Washington, District of Columbia, subject to the mandatory arbitration provisions below. Both you and we consent to venue and personal jurisdiction in such courts.

#### **XVII. Mandatory Arbitration**

- a. You and we agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator.
- b. You can decline this agreement to arbitrate by submitting an opt-out form within 30 days of first registering your account. The opt-out form can be obtained at no charge

from Game Solutions LLC by sending a request by electronic mail to [optout@GSLLC.org](mailto:optout@GSLLC.org). However, if you agreed to a previous version of these Terms that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding.

- c. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Washington, DC, or any other location we agree to. The AAA rules will govern payment of all arbitration fees.
- d. Notwithstanding the foregoing, either you or we may assert claims in small claims court in Washington, DC or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, violation of these Terms, or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Washington, District of Columbia to resolve your claim.
- e. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are NOT allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

# **EMPLOYEE CONTRACTS**

# **Employment Contract/Agreement**

*\*DISCLAIMER: This contract is an example for illustrative purposes only and should not be used in a professional setting. We strongly recommend consulting legal counsel whenever entering into an employment agreement. This contract serves as a sample template which offers ideas on items one could consider including in his/her agreement, however, it is not meant to be an all-inclusive and exhaustive list.*

***THIS EMPLOYMENT AGREEMENT/CONTRACT*** (the “Agreement” or “Contract”) made and entered in to on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between [name of employer] (“Employer”) a corporation incorporated under the laws of the [jurisdiction], and having its principal place of business at [employer address] (“Employer”); and [name of employee], residing at [employee address] (“Employee”), (each, a “Party” and collectively hereinafter referred to as, the “Parties”).

## **RECITALS/PREAMBLE**

*WHEREAS the Employer wishes to retain and obtain the benefit of the services of the Employee, and the Employee desires to accept the offer of employment and render such services on the terms and conditions set forth in this Agreement after having been informed of the Employer’s policies, terms, and conditions of employment.*

*WHEREAS the Parties have the capacity and powers to enter into and perform the undertakings set forth in this Agreement.*

*WHEREAS the Parties want to evidence their agreement in writing.*

*IN CONSIDERATION of the mutual covenants and promises contained herein, and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged by both Parties), the Employer and Employee agree as follows:*

## **1. EMPLOYMENT**

Employer shall employ Employee as a(n) [employment type e.g. full-time/part-time/temporary] [position title e.g. Software Developer].

### **A. DESCRIPTION OF EMPLOYEE’S DUTIES**

Subject to the supervision and pursuant to the orders, advice, guidance, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer, as may arise or be prescribed from time to time, and as more particularly set forth immediately hereafter. The responsibilities of the Employee shall include, but are not limited to the following:

- [job duties/responsibilities/tasks from job description e.g. prepare and administer the annual budget]
- Employee shall also perform (i) such other duties as are customarily performed by other persons in similar positions, and (ii) render such other and unrelated services and duties

as may be assigned to Employee from time to time by Employer or supervisory personnel.

## **B. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES/BEST EFFORTS OF EMPLOYEE**

Employee shall at all times faithfully, industriously, in a professional manner, and to the best of Employee's skills, abilities, experience, and talents, perform all duties that may be required of and from Employee pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer. Such services shall be rendered at the abovementioned premises and at such other place(s) as Employer may require or as the interests, needs, business, or opportunities of Employer may from time to time make advisable.

## **C. LIMITATION OF AUTHORITY/ABILITY TO CONTRACT FOR EMPLOYER [OPTIONAL/AS APPLICABLE]**

Notwithstanding other terms herein, Employee [shall/shall not] have the right to make any contracts or commitments for or on behalf of Employer, without first obtaining the prior express written consent of Employer.

## **D. SUPERVISION OF EMPLOYEE [OPTIONAL/AS APPLICABLE]**

Employee reports to the [position title of individual to whom employee should report e.g. owner, board of governors, president, manager, corporation officer, or other supervisor]. If that person is temporarily absent or unable to perform his/her duties, then the Employee shall report to the [position title of different individual to whom employee should report e.g. owner, board of governors, president, manager, corporation officer, or other supervisor]. In the event that there shall be more than one person at any time acting on behalf of the Employer insofar as control of the Employee is concerned, Employee shall answer to the highest-ranking supervisor.

## **E. RECOMMENDATIONS FOR IMPROVING OPERATIONS [OPTIONAL/AS APPLICABLE]**

Employee shall provide Employer with all information, suggestions, and recommendations regarding Employer's business, of which Employee has knowledge, that will be of benefit to Employer.

## **2. TERM**

Employee's employment under this Contract shall be for an unspecified term on an "at will" basis. Either Party is able to terminate the Agreement at any time, subject, however to the termination rules and regulations as provided in Section 5 hereof.

## **3. COMPENSATION**

### **A. BASE PAY**

As compensation for the services rendered by Employee under this Contract, Employer shall pay Employee and Employee agrees to accept from Employer, an [type of pay e.g. hourly wage, annual salary] at the rate of [number in USD e.g. \$95,000] payable [frequency e.g. biweekly, twice per month on the 1<sup>st</sup> and the 15th] in accordance with [Company Name]'s usual payroll

procedures and subject to applicable federal, state, and local deductions or withholdings as mandated by law. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Employee shall be entitled to payments for period or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid.

## **B. WORK SCHEDULE/HOURS**

[work schedule/hours as agreed upon by Employer and Employee e.g. Employee may determine Employee's own work schedule provided that Employee meets the requirements, obligations, and conditions set forth in Sections 1-A and -B and works a minimum of 15 hours per week]

## **C. REIMBURSEMENTS AND EXPENSES [OPTIONAL]**

Employer shall reimburse Employee for all of the following reasonable, necessary, customary, and usual out-of-pocket expenses incurred by Employee for and on behalf of the employer in furthering Employer's business activities as in while carrying out Employee's duties within the scope of Employee's employment as outlined in Section 1A of this Agreement, after Employee provides an itemized account of expenditures pursuant to Employer policy:

- [acceptable expenses e.g. travel to/from locations, meals]

## **D. OVERTIME**

Employee [shall/shall not] receive overtime compensation for services rendered in excess of 40 hours per week at a rate of [amount in USD/frequency e.g. one and one-half (1.5) times Employee's regular working hourly rate of pay].

## **E. ADDITIONAL COMPENSATION [OPTIONAL/AS APPLICABLE]**

[details of (including how, when, in what amount, under what conditions e.g. successful performance evaluation or financial status of company) additional forms of compensation such as bonuses, raises, commission, etc. will be paid if any e.g. Any additional bonuses, raises, or other compensation paid to Employee shall be paid at the sole discretion of Employer.

## **F. VACATION, HOLIDAYS, AND LEAVE**

Employee shall be entitled to [number e.g. 2] weeks of [paid/unpaid] vacation each year [specify any conditions/restrictions]. [Number e.g. 7] days of [paid/unpaid] sick leave will be provided each year [any conditions/restrictions]. Employee shall also be entitled to [paid/unpaid] holidays [any conditions/restrictions]. [other types as necessitated by law e.g. ma/pa-ternity leave]

## **G. BENEFITS [OPTIONAL AS APPLICABLE]**

Employee shall be entitled to receive employment benefits, as provided by Employer's policies in effect while this Contract is in force. These benefits include:

- [benefits e.g. pension plan; life insurance; health insurance, including dental, vision, and medical/prescription coverage] \*some provisions may be alternatively addressed in the compensation section above

Please refer to Employer's Employee Handbook for more specifics regarding employee benefits.

## **H. DISABILITY [OPTIONAL]**

If Employee cannot perform assigned duties because of illness or incapacity for more than [number e.g. 30] days, compensation due during such illness or incapacity will be reduced by [amount/time e.g. half for the duration of the time Employee cannot perform assigned duties]. Full compensation will be reinstated upon Employee's return to work.

## **4. PROPRIETARY INFORMATION (“INFORMATION”)**

### **A. OWNERSHIP OF WORK PRODUCT**

All ideas, concepts, work product, Information, or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and arising during the course of Employee's employment (prior, present, or future) are the sole and exclusive property of Employer. For purposes hereof, “Work Product” shall mean all intellectual property right, including all Trade Secrets, U.S. and international copyrights, patentable inventions, and other intellectual property rights in any programming, documentation, technology, or other work product that relates to the Employer, its business, or its customers and that the Employer conceives.

Any contacts, including social media contacts such as “followers” or “friends,” that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other methods/networks) used or created on behalf of Employer are owned by [company name].

### **B. CONFIDENTIALITY**

#### ***i. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS***

Employee recognizes that in the course of employment Employee has and will be exposed to Information regarding the following:

- [kinds of proprietary information to be kept confidential] [OPTIONAL]

and other vital Information items which are valuable, special, and unique assets of [Employer/Company Name]. Employee agrees that Employee will not at any time or in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate any Information without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important to any to any person, firm, corporation, or other third party without the prior express written consent of Employer. Employee will protect the Information and treat it as strictly confidential.



For purposes hereof, "Information" shall mean any data of any kind, nature, or description concerning any matters affecting or relating to the business of Employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other dates. Specifically, this could include development plans, marketing strategies, finance, operations, systems, concepts, documentation, reports, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance evaluation results relating to past, present, or future business activities, technical information, designs, processes, procedures, formulas, improvements, or any other Information as deemed proprietary and confidential by Employer.

The Parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any violation by Employee of this section is a material breach of this Agreement and will justify legal and/or equitable relief.

## ***ii. UNAUTHORIZED DISCLOSURE OF INFORMATION***

If it appears that Employee has disclosed (or has threatened to disclose) Information in violation of this Contract, Employer shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

## ***iii. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT***

The confidentiality provisions of this Agreement shall remain in full force and effect for a period of [length of time e.g. 2 years] after the voluntary or involuntary termination of Employee's employment. During such period, neither Party shall make or permit the making of any public announcement or statement of any kind that Employee was formerly employed by or connected with Employer.

Refer to the separate non-disclosure agreement for more detail.

## **C. EMPLOYEE'S LOYALTY TO EMPLOYER'S INTERESTS/NON-COMPETE(ITION) CLAUSE [OPTIONAL]**

Employee recognizes that the various items of Information need to be protected from improper disclosure. In consideration of the disclosure of the Information to Employee, Employee agrees and covenants that during Employee's employment by Employer during the term of this Contract and for a period of [length of time e.g. 2 years] and within a distance of [mile radius e.g. 100 miles]\* following the termination of Employee's employment, whether

such termination is voluntary or involuntary, Employee will not [directly or indirectly engage or do business with the following competitors:]

- [competitors or restrictions]

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming invested directly or indirectly in any such business, or (iv) soliciting and customer of Employer for the benefit of a third party that is engaged in such business. Employee agrees that this non-compete provision will not adversely affect Employee's livelihood. \*the time period and distance for this clause varies by state so check the laws in your company's state of operation

Employee shall devote all of his time, attention, knowledge, and skill solely and exclusively to the business and interests of employer, and employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of employee. Employee expressly agrees that during the term hereof he will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other business similar to employer's business or any allied trade, except that nothing herein contained shall be deemed to prevent or limit the right of employee to invest any of his surplus funds in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything herein contained by deemed to prevent employee from investing or limit employee's right to invest his surplus funds in real estate. [OPTIONAL]

## **5. TERMINATION**

This Agreement may be terminated immediately by Employer for cause or in the event Employee violated any provision of this Contract. In addition, Employer may terminate this Agreement and Employee's employment at any time by giving [number e.g. 90] days notice in writing to Employee. Employee may terminate this Agreement and the employment at any time by giving written notice [number e.g. 90] days in advance to Employer.

If Employer terminates this Contract other than for cause, Employee shall be entitled not only to compensation up to the date of termination, but also compensation in the form of severance in the amount of [amount in USD e.g. half of Employee's annual salary] for [number and length of time e.g. 6 months] beyond the termination date of such termination [OPTIONAL]. If Employee's employment is terminated by Employer because Employee was in violation of this Contract, Employer may terminate employment without notice and with compensation to employee only to the date of termination [any probation period [OPTIONAL]]. The compensation paid under this Agreement shall be Employee's exclusive remedy. If Employee terminates this Contract, Employee agrees Employee is only entitled to compensation up to the date of termination.

### **A. TERMINATION FOR DISABILITY**

Employer shall retain the option to terminate this Agreement, if Employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Employer shall exercise this option by giving [number e.g. 60] days notice.

## **B. RETURN OF PROPERTY**

Upon termination of this Contract and at the time of termination of employment, Employee shall deliver to Employer all property which is Employer's property or related to Employer's business, (including, but not limited to, keys, records, notes, data, memoranda, models, equipment, computers, cell-phones, and any other electronic devices) that is in Employee's possession or under Employee's control. Employee shall reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property. \*Such obligation may be governed by any separate confidentiality or proprietary rights agreement signed by both Parties.

## **6. COMPLIANCE WITH EMPLOYER'S POLICIES**

Employee shall abide by all rules and regulations of Employer. Please refer to Employer's Employee Handbook for more specifics regarding Employer's policies.

## **7. MISCELLANEOUS**

### **A. ENTIRE AGREEMENT AND AMENDMENT**

This Contract constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement or modification of this Agreement will be binding unless executed in writing by both Parties.

### **B. NOTICES**

All notices or other communication required or permitted under this Contract made to either Party shall be in writing and shall be deemed delivered when delivered by hand in person or on the third day after being deposited in the United States mail, postage paid, to the Party at the Party's address. Such addresses may be changed from time to time by either Party providing written notice in the manner set forth above.

### **C. WAIVER**

Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights hereunder under this Contract unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation. In other words, the failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The provisions of this section may not be waived except as herein set forth.

### **D. SEVERABILITY**

If any provisions of this Contract shall be held to be invalid, illegal, or unenforceable in whole or in part for any reason, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable (as though the invalid, illegal, or unenforceable parts had not been

included in this Agreement). If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **E. GOVERNING/APPLICABLE LAW**

This Agreement and its terms in its entirety shall be governed exclusively in all respects by the laws of the United States of America and by the laws of the [state/territory under which Employer wants Contract and its terms to be governed]. Each of the Parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in [state/territory under which Employer wants Contract and its terms to be governed], as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgement of such federal or state courts located in [state/territory under which Employer wants Contract and its terms to be governed], such personal jurisdiction shall be nonexclusive.

IN WITNESS WHEREOF, this Contract/Agreement has been executed and delivered as of the date first above written.

X

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

X

\_\_\_\_\_  
Employee's Full Name (Print)

X

\_\_\_\_\_  
Employer's Signature

X

\_\_\_\_\_  
Employer's Full Name (Print)

# **EMPLOYEE HANDBOOK**

*\*DISCLAIMER: This handbook is an example for illustrative purposes only and should not be used in a professional setting. It is intended to serve as a sample template, general reference, or resource only which offers ideas on items a company could consider including in his/her handbook. The matrix of federal, state, and local laws governing employment are too complex to create a “one-size-fits-all” handbook. Companies operating in more than one state, and even in more than one city in the same state, need to be especially careful because applicable law, particularly in the employment discrimination area, can vary significantly from state to state and even from city to city. It is necessary to update your company policies from time to time to reflect changes in the workforce, employment trends, economic conditions, and state and federal legislation. Laws change and, as a result, this sample handbook may not be in compliance with current rules and regulations. In addition, your state or city may have additional or different laws and regulations not contemplated by a particular sample policy. We strongly recommend any employee handbook be reviewed by legal counsel for compliance with federal and state laws and regulations and modified to suit your organization's culture, industry, and practices.*

## **[Company Name] Handbook**

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# Welcome

Hello and welcome! Thank you for joining [Company Name]. We cannot wait to see what you will achieve with us.

This employee handbook defines who we are and how we work operate. Its purpose is to familiarize you - the employee - with the policies, rules and other key aspects of the company. We will work our hardest and do everything possible to create a fair and productive workplace environment, but we cannot do it alone; we need your help, so we have created this handbook to guide you.

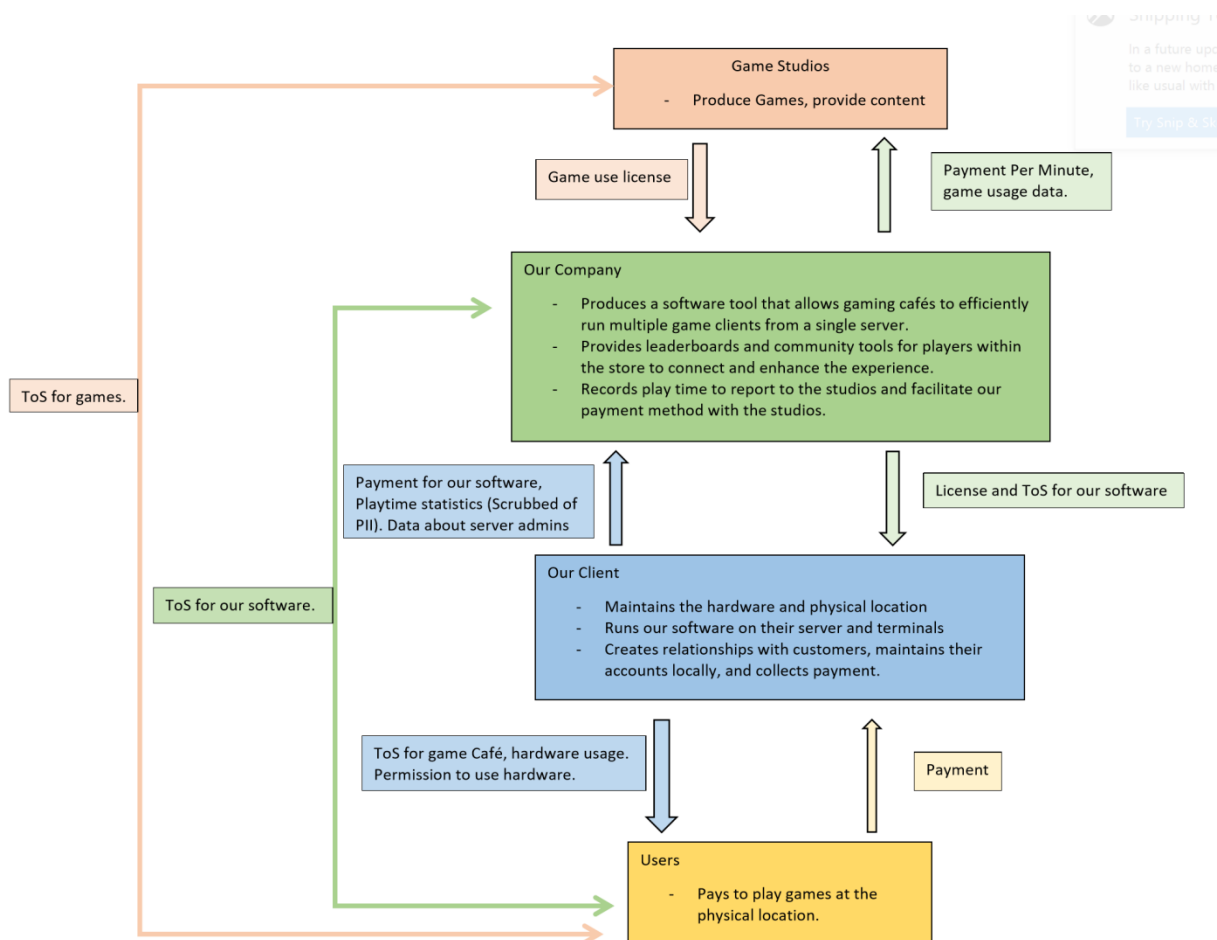
This handbook is NOT a contract or guarantee of employment. It is a collection of our expectations, commitments, and responsibilities. Please read this employee handbook carefully and consult it whenever you need.

## Getting to Know Our Company

*[present a brief history of the company including the mission statement, core values, culture, vision, etc. If possible, use illustrations and charts to make this information memorable. Quotes and pictures of your company's founders, CEO, or other executives to make this introduction more personable are also a good idea.]*



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## Employment Basics

In this section, we explain our employee contract types and define our basic employment policies.

### Employment Contract Types

#### *Exempt vs Non-Exempt*

The majority of employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by particular standards set by state law and the Federal Labor Standards Act (FLSA). This class of employee is usually an executive, an administrator, or a highly paid specialist such as a programmer.

#### *Regular vs. Temporary*

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least per week. A temporary employee is a person we hire for a short period (usually 3 months at maximum) to assist with a project or

remedy a staff shortage. A temporary employee is also employed on an "at-will" basis (defined above).

#### *Independent Contractors & Consultants*

Independent contractors and consultants are not Company employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under Company direction, and control their own methods, materials and schedules. They are not eligible for Company benefits.

Full-time employees work at least [number of hours e.g. 35] per week or [number of hours e.g. 140] per month on average.

Part-time employees are those who work fewer than [number of hours e.g. 35] per week.

Full-time and part-time employees can have either temporary or indefinite duration contracts. Full-time employees under an indefinite duration contract are entitled to our company's full benefits package.

*[Insert this if employees are in the U.S: We remind you that, in the U.S., employment is "at-will." This means that you or our company may terminate our employment relationship at any time and for any non-discriminatory reason(s).]*

## Equal Opportunity Employment

[Company Name] is an equal opportunity employer. This means we provide equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state, or federal laws. We want all employees (including executives and Human Resources (HR)) to treat others with respect and professionalism. In practice, this means that we:

- *[Hire and promote people based on skills, experience or potential and try to reduce bias in every process (e.g. through structured interviews.)]*
- *[Make accommodations to help people with disabilities move about safely on our premises and use our products, services and equipment.]*

- *[Use inclusive, diversity-sensitive language in all official documents, signs and job ads.]*
- *[Conduct diversity and communication training.]*

Apart from those actions, we commit to penalizing every discriminatory, offensive or inappropriate behavior. To do this properly, we ask you to report any discriminatory action against yourself or your colleagues to HR. Our company will not retaliate against you if you file a complaint or discrimination lawsuit. Any employee who retaliates or discriminates will face disciplinary action.

## Recruitment and Selection Process

Our hiring steps might vary across roles, but we always aim for a process that is fair and effective in hiring great people. If you are hiring for an open role, you will likely go through these steps:

- i. Identify the need for a new job opening.
- ii. Decide whether to hire externally or internally.
- iii. Review job descriptions and write a job ad.
- iv. Get approval for your job ad.
- v. Select appropriate sources (external or internal) to post your job opening.
- vi. Decide on hiring stages and possible timeframes.
- vii. Review resumes in our company database/ATS.
- viii. Source passive candidates.
- ix. Shortlist applicants.
- x. Screen and interview candidates.
- xi. Run background checks and check references.
- xii. Select the most suitable candidate.
- xiii. Make an official offer.

Steps may overlap, so skip steps when appropriate. Each member of a hiring team might have different responsibilities (e.g. recruiters source and hiring managers interview candidates.)

Throughout this process, we aim to keep candidates informed, communicate well with each other and give everyone an equal opportunity to work with us. Ask our recruiters for help whenever you need to enhance candidate experience or write an inclusive job description.

## Background checks

If you want to run background checks on candidates, ask HR for guidance. This process is sensitive and we must always abide by laws and ensure candidates understand our intentions. As a general rule, commission a background check for finalists only. Use our contracted provider and ensure you have your candidates' permission.

## Referrals [Optional]

If you know someone who you think would be a good fit for a position at our company, feel free to refer them. If we end up hiring your referred candidate, you are eligible for amount in USD] referral bonus or [some other reward e.g. gift card, extra vacation time].



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Our employee referral rewards may be higher if we hire your referred candidate in a hard-to-fill role. For example, if we hire your referral for the position of [some position e.g. Software Developer], you may receive [amount in USD e.g. \$500].



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### Additional rules for rewards:

- We guarantee that every reward will be paid out within [length of time e.g. 2 months] of the date we hired a candidate.
- There is no cap on the number of referrals an employee can make. All rewards will be paid accordingly.
- If two or more employees refer the same candidate, only the first referrer will receive the referral incentives.
- Referrers are still eligible for rewards even if a candidate is hired at a later time or gets hired for another position.

### Who can be referred?

We have two conditions for candidates who can qualify you for our rewards. They should:

- Have not applied to our company for at least a year.

- Be hired as permanent full- or part-time employees (not as temporary employees or contractors.)

Our company may use an online form or a platform where employees may refer candidates. You can also reach out directly to our [name of position or position title of person who handles/manages/makes decisions related to employees and personnel e.g. Human Resources (HR) Team/Talent Acquisition Manager] with referrals.

Generally, we encourage you to check our open positions and consider your social networks and external networks as potential resources for referred candidates.

Keep in mind that rewards may be subject to taxation. Please contact HR or our referral program manager for more information.

## Attendance

We expect you to be present during your scheduled working hours. If you face an emergency that prevents you from coming to work one day, contact your manager as soon as possible. We will excuse unreported absences in cases of [acceptable cases/situations e.g. serious accidents, acute medical emergencies]. But, whenever possible, we should know when you won't be coming in.

## Workplace Policies

This section describes policies that apply to everyone at our company: employees, contractors, volunteers, vendors, partners, and stakeholders alike. These policies help us build a productive, lawful, and pleasant workplace.

## Confidentiality and Proprietary Information Protection

We want to ensure that private information about clients/customers, employees, partners, and our company is well-protected. Examples of confidential and proprietary information include, but are not limited to:

- Employee records e.g. profiles, addresses, telephone numbers, salary or medical information, and performance reviews/evaluations
- Any data of any kind, nature, or description concerning any matters affecting or relating to our company such as the names of any of our customers, the prices we obtain or have obtained, or at which we sell or have sold our products, or any

other information concerning the business of our company, its manner of operation, or its plans and processes

- Unpublished financial reports, development plans, marketing strategies, goals, forecasts, and initiatives
- Third party data of customers/clients, employees, contractors, volunteers, vendors, partners, stakeholders, etc.
- Customer/Client and Partner lists/relationships/profiles/pricing (existing and prospective)
- Systems, concepts, documentation, reports, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, trade secrets, sales estimates, business plans and internal performance evaluation results relating to past, present, or future business activities, technical information, designs, methods, procedures, formulas, improvements, or any other Information as deemed proprietary or confidential by our company

As part of our hiring process, we may ask you to sign non-compete and non-disclosure agreements (NDAs.) We are also committed to:

- Restrict and monitor access to sensitive data.
- Develop transparent data collection procedures.
- Train employees in online privacy and security measures.
- Build secure networks to protect online data from cyberattacks.
- Establish data protection practices (e.g. secure locks, data encryption, frequent backups, access authorization.)

We also expect you to act responsibly when handling confidential information. Not only must you avoid disclosure, but you must also take all necessary steps to prevent others from illegally obtaining confidential and proprietary information.

**You must:**

- Know what constitutes confidential and proprietary information, especially as it relates to your job responsibilities. All employees are required to sign a Confidentiality Agreement upon joining the company. Ask questions if you are uncertain about what is covered.
- Lock or secure confidential and proprietary information at all times.
- Shred confidential and proprietary documents when they are no longer needed.



- Make sure you view confidential and proprietary information on secure devices only.
- Avoid the unauthorized receipt of confidential or proprietary information from others. Should you receive unauthorized proprietary information, notify the Legal Department or the Ethics Officer immediately.
- Only disclose confidential or proprietary information to other employees when it is necessary and authorized.
- Keep confidential and proprietary documents inside our company's premises unless it's absolutely necessary to move them.

**You must not:**

- Use confidential or proprietary information for your personal benefit or profit.
- View or send confidential or proprietary information to unsecure devices.
- Discuss confidential information loudly or openly when others might be able to hear.
- Share our company's proprietary information with customers/clients or partners without proper approval.
- Disclose confidential or proprietary information to anyone outside of our company.
- Share private information about co-workers with anyone else who does not have an appropriate business reason for receiving it without their consent.
- Post confidential or proprietary information on internet message boards or social networking sites.
- Disclose to company personnel or use for the company's business any confidential or proprietary information in your possession as a result of prior employment with another company.
- Solicit confidential information from a third party or use another company's proprietary information without authorization. This includes the unauthorized use of a prior employer's proprietary information.
- Replicate confidential or proprietary documents and files and store them on insecure devices.

We also respect the confidential and proprietary information and policies of third parties and do not engage in unethical or illegal means to obtain confidential information or proprietary data belonging to others. This policy is important for our company's legality. It is also vital to our continued success and the maintenance of our reputation. Disclosure of confidential or proprietary information can put the company at a

competitive disadvantage or could hurt or embarrass employees, customers/clients, the company, or ventures in which it participates. We will terminate any employee who breaches our confidentiality guidelines for personal profit.

We may also discipline any unintentional breach of this policy depending on its frequency and seriousness. We will terminate the employment of employees who repeatedly disregard this policy, even when they do so unintentionally.

## Harassment and Violence

To build a happy and productive workplace, we need everyone to treat others well and help them feel safe. Each of us should do our part to prevent harassment and workplace violence.

### Workplace Harassment

Harassment is a broad term that can take many forms. Generally, it is defined as behavior that is unwelcome and offensive to specific individuals or groups and may include seemingly harmless actions, like gossip. We cannot create an exhaustive list, but here are some instances that we consider harassment:

- [Sabotaging someone's work on purpose.]
- [Engaging in frequent or unwanted advances of any nature.]
- [Commenting derogatorily on a person's ethnic heritage or religious beliefs.]
- [Calling individuals derogatory, crude, or insulting names.]
- [Performing threatening, intimidating, or hostile acts.]
- [Placing written or graphic material in the workplace that denigrates or shows hostility or aversion toward an individual or group.]
- [Starting or spreading rumors about a person's personal life.]
- [Ridiculing someone in front of others or singling them out to perform tasks unrelated to their job (e.g. bringing coffee) against their will.]

The most common form of harassment is sexual harassment, which occurs when a request for a date, a sexual favor, or other verbal or physical conduct of a sexual nature that is unwelcome, is made as a condition of employment or used as the basis for employment decisions; or an intimidating, offensive, or hostile work environment is created by unwelcome sexual advances, insulting jokes, or other offensive verbal or physical behavior of a sexual nature. Sexual harassment can include, but is not limited to:

- [Requests for dates, sexual favors, or other verbal or physical conduct of a sexual nature that is unwelcome.]
- [Engaging in frequent or unwanted sexual advances.]
- [Insulting jokes, lewd pictures, sexist comments, or other offensive verbal or physical behavior of a sexual nature.]

No manager or supervisor should threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, or any other term or condition of employment. Submission to harassing behavior is never a term or condition of employment for any person at our company. Sexual harassment is illegal and we will seriously investigate relevant reports. If an employee is found guilty of sexual harassment, his/her employment will be terminated immediately.

We will not tolerate actions, comments, inappropriate physical contact, sexual advances, or any other conduct that is intimidating or otherwise offensive or hostile. If you are being harassed or offended by an action or remark, whether by a colleague, customer/client, or partner, you can choose to talk to any of these people depending on the situation:

- **Offenders.** If you suspect that an offender does not realize they are guilty of harassment, you could talk to him/her directly in an effort to resolve the harassment. Advise the person that you are upset by his/her words or actions and request that such behavior stop. This tactic is appropriate for cases of minor harassment (e.g. inappropriate jokes between colleagues.) Avoid using this approach with customers/clients or stakeholders. If you are not comfortable with this approach or the behavior persists, you may report complaints to
- **Your manager/supervisor.** If customers/clients, stakeholders, or team members are involved in your claim, you may reach out to your manager. Your manager will assess your situation and may contact HR if appropriate. If this person is the cause of the offending conduct, then you may report this matter directly to [other various officials e.g. Director of HR or the President of the company].
- **HR.** Feel free to reach out to HR in any case of harassment no matter how minor it may seem. For your safety, contact HR as soon as possible in cases of serious harassment (e.g. sexual advances) or if your manager is involved in your claim. Anything you disclose will remain confidential.

## Workplace Violence

Violence in our workplace is a serious form of harassment. It includes physical and sexual assault, destruction of property, threats to harm a person or property and verbal and psychological abuse. We want to avoid those incidents altogether, but we also want to be ready to respond if needed.

For this reason, we ask you to:

- *[Report to HR if you suspect or know that someone is being violent. Your report will be confidential and we will investigate the situation with discretion.]*
- *[Call our building's security if you witness incidents of severe physical violence (e.g. ones that involve a lethal weapon.) For your safety, avoid getting involved.]*

We will treat employees who verbally threaten others as high risk and they will receive an appropriate penalty. If HR finds that an employee commits an act of violence, we will terminate that employee and possibly press criminal charges. Employees who damage property deliberately will be solely responsible for paying for it.

### **Supporting victims**

To support victims of workplace violence, we may:

- *[Cover relevant medical bills.]*
- *[Pay for mental health treatment if needed.]*
- *[Provide victims with our lawyer's services to help them file lawsuits.]*

### **Get Help Early On**

Seek help from others early on to mitigate conflicts. For example:

- If you experience conflicts with a colleague, ask your manager for advice before tensions escalate. If these conflicts persist, ask HR whether you could attend conflict resolution seminars with your colleague.
- If you are experiencing personal or work troubles, ask for help from a [mental health professional]. Check with your insurance provider to determine whether they cover any mental health services or ask HR for information on our Employee Assistance Program (EAP). Your discussions will remain confidential.

Our workplace is founded on mutual respect and we won't allow anyone to compromise this foundation.

## Workplace Safety and Health

Our company is committed to creating a hazard-free workplace. To this end, we will ensure workplace safety through preventative action and emergency management.



### Preventative Action

Preventative actions are any actions we take to avoid injuries or illnesses related to the workplace. We will periodically conduct risk assessments and job hazard analyses [in what way e.g. through a workplace safety committee] to uncover health risks to employees. And we will establish preventative measures to address risks accordingly.

At a minimum, we will:

- *[Hold employee training sessions on safety standards and procedures.]*
- *[Make sure employees who work in dangerous locations are safe.]*
- *[Provide protective gear like gloves, protective uniforms and goggles.]*
- *[Direct inspectors and quality control employees to evaluate equipment and infrastructure regularly.]*

We also expect you to take safety seriously. Always use protective equipment and follow standards whenever necessary. If you deliberately disregard our guidelines, we may terminate you for your own and others' safety.

### Emergency Management

Emergency management refers to our plan to deal with sudden catastrophes like fire, floods, earthquakes or explosions. Our emergency management provisions include:

- *[Functional smoke alarms and sprinklers that are regularly inspected.]*
- *[Technicians (external or internal) available to repair leakages, damages and blackouts quickly.]*
- *[Fire extinguishers and other fire protection equipment that are easily accessible.]*
- *[An evacuation plan posted on each floor and online.]*
- *[Fire escapes and safety exits that are clearly indicated.]*

## Smoking

[Company Name] is a smoke-free workplace. You can smoke in [acceptable appropriate areas e.g. designated smoking areas, balconies, open-air verandas and outer premises, like gardens and sidewalks]. Any other area in our workplace (like restrooms, lobby, offices, staircases, warehouses) is strictly smoke-free to protect non-smokers.

We also advise you to:

- Extinguish your cigarettes and discard them in [places for discard of cigarettes e.g. outdoor ashtrays, cigarette urns.]
- Avoid smoking when you have scheduled meetings with clients or vendors.
- Avoid smoking near flammable objects and areas.



Setting off fire alarms and causing fires by smoking are serious offenses. If you are found responsible, you may face disciplinary action up to and including termination.

## Drug-Free Workplace

[Company's Name] is committed to providing a safe and productive drug-free workplace environment. As such, we expect employees to be capable of performing your assigned tasks and responsibilities in a safe and productive manner. Employees must report to work fit to carry out their duties, never impaired illegal drugs or alcohol. An important part of our effort is to ensure that the workplace is free from the use of illegal drugs, the misuse of legal drugs, and the abuse of alcohol. The use of alcohol and illegal drugs and the misuse of legal drugs in the workplace will not be tolerated. Whether you are an employee, contractor, partner, client/customer, or visitor, you must not bring, use, give away, or sell any drugs or alcohol on company premises. If you are caught with illegal drugs or alcohol or show that you are under the influence of substances while at work or conducting business for our company, you may face disciplinary action up to and including termination of employment.

A list of prohibited drugs and substances includes, but isn't limited to:

- [heroin/cocaine/methamphetamine in any form]
- [marijuana]
- [alcohol]

## Alcohol

We prohibit employees from consuming alcohol during working hours, but they may consume alcoholic drinks in moderation at company events.

### **Prescription Drugs**

If you feel that a prescription drug (e.g. an anxiety medication) unexpectedly affects your senses, thinking or movement, ask for the rest of your day off. If your manager suspects substance abuse, you may face disciplinary action.

You [must not] use medical marijuana in our workplace. We have the right to terminate your employment if your off-duty use of medical marijuana makes you unable to complete your job duties correctly.

We expect employees who hold safety-sensitive jobs (e.g. machine operators or drivers) to be fully alert and capable of performing their duties at all times. We may terminate your employment if we conclude your prescription drug use creates severe safety risks. If you need to use prescription drugs for a limited time and you think they may impair your abilities, use your PTO or sick leave.

If your job includes secondary tasks that are safety-sensitive and your prescribed drugs affect your ability to perform these tasks, we can make reasonable accommodations to ensure you and your colleagues' safety.

### **Dealing with Addiction**

If you have a problem with substance abuse, seek professional help before it adversely affects you personally or professionally. Being sober is a prerequisite to thriving at our company and we want to help you as much as possible. We offer Employee Assistance Programs (EAP) that can help employees overcome addictions. If you face a relevant problem, please reach out to our [position title e.g. EAP Officer].

We will not tolerate substance addiction that results in violent, offensive, or inappropriate behavior.

## **Employee Code of Conduct**

As an employee, all company policies mentioned above apply to you. We



have some additional expectations about your behavior at work, which we outline here. We cannot cover every single case of conduct, but we trust you to always use your best judgement. Reach out to your manager/supervisor or HR if you face any issues or have any questions.

## Dress Code

Our company's official dress code is [default dress code type e.g. Business Professional/ Business Casual/ Casual.] This includes [articles of clothing exemplifying or commonly found worn in the aforementioned dress code type e.g. slacks, loafers, blouses, khakis, skirts.] However, an employee's position may also inform how they should dress. If you frequently meet with clients or prospects, conform to a more formal dress code. We expect you to be clean when coming to work and avoid wearing clothes that are unprofessional (e.g. workout clothes.)

As long as you conform with our guidelines above, we don't have specific expectations about what types of clothes or accessories you should wear.

We also respect and permit grooming styles, clothing and accessories that are dictated by religious beliefs, ethnicity, or disability.

## Use of Computer Systems and Electronic Devices

This section deals with all things digital at work. Employees' activities while using an employer's computer system are largely unprotected by personal privacy laws. We reserve the right to monitor and view all data and information contained on an employee's company-issued computer or other electronic device, the use of the Internet or the company's intranet to protect the interests of our company, our partners, and our clients/customers. Following are some guidelines for using computers, phones, our internet connection, and social media to ensure security and protect our assets.

### Internet Usage

Our corporate network and computer systems is primarily for business. But, you can occasionally use our internet connection for personal purposes as long as they do not interfere with your job responsibilities. Also, we expect you to temporarily halt personal activities that slow down our internet connection (e.g. uploading photos) if you are asked to do so.





You must not use our internet connection to:

- Download or upload obscene, offensive, or illegal material.
- Send confidential information to unauthorized recipients.
- Invade another person's privacy and gain access to sensitive information.
- Download or upload pirated movies, music, material or software.
- Visit potentially dangerous websites that can compromise our network and computers' safety.
- Perform unauthorized or illegal actions, like hacking, fraud or buying/selling illegal goods.

We have the right to track the websites visited by employees, to block employees from visiting specific Internet sites, or to limit the amount of time an employee may spend on a specific website.

## Corporate Email

Email is an essential part of our work. You should use your company email primarily for work, but we allow some uses of your company email for personal reasons.

- **Work-related use.** You can use your corporate email for work-related purposes without limitations. For example, you can sign up for newsletters and online services that will help you in your job or professional growth.
- **Personal use.** You can use your email for personal reasons as long as you keep it safe, and avoid spamming and disclosing confidential information. For example, you can send emails to friends and family and download ebooks, guides, and other safe content for your personal use.

## Our general expectations

No matter how you use your corporate email, we expect you to avoid:

- Signing up for illegal, unreliable, disreputable or suspect websites and services.
- Sending unauthorized marketing content or emails such as unsolicited bulk email, chain letters, or joke emails.
- Registering for a competitor's services, unless authorized.
- Sending insulting or discriminatory messages and content.
- Intentionally spamming other people's emails, including your coworkers.

Emails are considered to be company property if they are sent using the company's computer system. Therefore, we reserve the right to monitor and view all emails sent and received on an employee's company email account. In general, use strong passwords and be vigilant in catching emails that carry malware or phishing attempts. If you are not sure that an email you received is safe, ask our [relevant position title as applicable e.g. Information Technology Team, Security Specialists.]

## Cell Phone

While we allow personal use of cell phones at work, we want to ensure that your devices will not distract you from your work or disrupt our workplace. We ask you to follow a few simple rules:

- Use your cell phone in a manner that benefits your work (business calls, productivity apps, calendars.)
- Keep personal calls brief and use an empty meeting room or common area so as not to disturb your colleagues.
- Avoid playing games on your phone or texting excessively.
- Avoid using your phone for any reason while driving a company vehicle.
- Do not use your phone to record confidential information.
- Do not download or upload inappropriate, illegal, or obscene material using our corporate internet connection.



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Also, you must not use your phone in areas where cell phone use is explicitly prohibited (e.g. laboratories.)

In regards to company phones, we may use electronic surveillance practices, including monitoring employee company phone conversations and voicemail messages on company-issued phones, in

order to keep tabs on employees and business operations.

## Social Media

We want to provide practical advice to prevent careless use of social media in our workplace.

We address two types of social media uses: using personal social media at work and representing our company through social media.

### **Using Personal Social Media at Work**

You are permitted to access your personal accounts at work, however, keep in mind that we may be monitoring all information that crosses our network. We expect you to act responsibly, according to our policies, and ensure that you stay productive.

Specifically, we ask you to:

- **Discipline yourself.** Avoid getting sidetracked by your social platforms.
- **Ensure others know that your personal account or statements don't represent our company.** For example, use a disclaimer such as “opinions are my own.”
- **Avoid sharing confidential or proprietary information.** Ask your [other position title for employee to report to e.g. manager/supervisor, the Ethics Officer, or Public Relations (PR) Team] first before you share company news that is not officially announced.
- **Avoid any defamatory, offensive, or derogatory content.** You may violate our company's anti-harassment policy if you direct such content towards colleagues, clients or partners.

### **Representing our Company through Social Media**

If you handle our social media accounts or speak on our company's behalf, we expect you to protect our company's image and reputation. Specifically, you should:

- Be respectful, polite and patient.
- Avoid speaking on matters outside your field of expertise when possible.
- Follow our confidentiality and data protection policies and observe laws governing copyrights, trademarks, plagiarism and fair use.
- Coordinate with our [relevant position title as applicable PR Team/Marketing Department] when you're about to share any major-impact content.
- Avoid deleting or ignoring comments for no reason.
- Correct or remove any misleading or false content as quickly as possible.

### **Conflicts of Interest**

A conflict of interest occurs when your actions or your private interest interferes in any way – or even appears to interfere – with the interests of the company. When you are experiencing a conflict of interest, your personal goals are no longer aligned with your responsibilities towards us. Conflicts of interest expose our personal judgment and that

of our company to increased scrutiny and criticism and can undermine our credibility and the trust that others place in us. We have a fundamental obligation to make sound business decisions in the best interests of the company independent of our personal interests. We must not take personal advantage of opportunities for our company that are discovered as a result of our position with our company or use of company property or information. In addition, we must not use our position with our company or company property or information for personal gain nor to compete with our company. Conflicts of interest can arise through outside employment interests, financial participation in an outside business, customer and supplier relations, and through excessive or inappropriate gifts and entertainment. Because it is impossible to describe every potential conflict, each of us must exercise sound judgment, seek advice when needed, and adhere to the highest standards of ethics and integrity. If you become aware of an actual, potential, or perceived conflict of interest, immediately disclose the situation to [position title of individual person to which the employee should disclose the situation e.g. your manager/supervisor or Ethics Officer]. In addition, keep in mind the following:

- Avoid being compromised and avoid even the appearance of conflicts of interest.
- When in doubt, disclose.
- Remain aware of how personal activities can lead to potential conflicts, such as accepting gifts or entertainment from a partner/customer/client.
- Never use your position at our company, company property, or information you have gained through your work, for personal gain.

If we become aware of such behavior, you may face disciplinary action including termination of employment and up to potential legal trouble.

For this reason, conflicts of interest are a serious issue for all of us. We expect you to be vigilant to spot circumstances that create conflicts of interest, either to yourself or for your direct reports. Follow our policies and always act in our company's best interests. Whenever possible, do not let personal or financial interests get in the way of your job. If you are experiencing an ethical dilemma, talk to [position title of individual person to which the employee should talk e.g. your manager/supervisor or HR] and we will try to help you resolve it.

## Employee Relationships

We want to ensure that relationships between employees are appropriate and harmonious. We outline our guidelines and we ask you to always behave professionally.

## **Fraternization**

Fraternization refers to dating or being friends with your colleagues. In this policy, “dating” equals consensual romantic relationships and sexual relations. Non-consensual relationships constitute sexual violence and we prohibit them explicitly.

### **Dating Colleagues**

If you start dating a colleague, we expect you to maintain professionalism and keep personal discussions outside of our workplace.

You are also obliged to respect your colleagues who date each other. We will not tolerate sexual jokes, malicious gossip and improper comments. If you witness this kind of behavior, please report it to HR.

### **Dating Managers[/Supervisors]**

To avoid accusations of favoritism, abuse of authority and sexual harassment, supervisors must not date their direct reports. This restriction extends to every manager above an employee.

Also, if you act as a hiring manager, you are not allowed to hire your partner to your team. You can refer them for employment to other teams or departments where you do not have any managerial or hiring authority.

### **Friendships at Work**

Employees who work together may naturally form friendships either in or outside of the workplace. We encourage this relationship between peers, as it can help you communicate and collaborate. But, we expect you to focus on your work and keep personal disputes outside of our workplace.

## **Employment of Relatives**

The employment of relatives can prove problematic, particularly situations where relatives share a department or a hierarchical relationship. Everyone in our company should be hired, recognized, or promoted because of their skills, character and work ethic. We would not like to see phenomena of nepotism, favoritism, or conflicts of interest, so we will place some restrictions on hiring employees' relatives.

To our company, a “relative” is someone who is related by blood or marriage within the third degree to an employee. This includes: parents, grandparents, in-laws, spouses or domestic partners, children, grandchildren, siblings, uncles, aunts, nieces, nephews, step-parents, step-children and adopted children.

As an employee, you can refer your relatives to work with our company. Here are our only restrictions:

- [You must not be involved in a supervisory/reporting relationship with a relative.]
- [You cannot be transferred, promoted or hired inside a reporting relationship with a relative.]
- [You cannot be part of a hiring committee, when your relative is interviewed for that position.]

If you become related to a manager, direct report, or other co-worker after you both become employed by our company, you must inform us. If at any time we perceive the situation to be dysfunctional, we may have to [action(s) to be taken in this case e.g. reassign or ask for one relative's resignation in order to remedy the situation].

## Workplace Visitors

If you want to invite a visitor to our offices, please ask for permission from our [relevant position title of individual person as applicable e.g. HR Manager, Security Officer, Office Manager] first. Also, inform our [location e.g. reception, gate, front-office] of your visitor's arrival. Visitors should sign in and show identification. They will receive passes and will be asked to return them to [same location as previously mentioned e.g. reception, gate, front-office] once their visit is complete.

When you have office visitors, you also have responsibilities. You should:

- Always tend to your visitors (especially when they are underage.)
- Keep your visitors away from areas where there are dangerous machines, chemicals, confidential records or sensitive equipment.
- Prevent your visitors from proselytizing your colleagues, gathering donations or requesting participation in activities while on our premises.

Anyone who delivers orders, mail or packages for employees should remain at our building's reception or gate. If you are expecting a delivery, [individual person or group of employees relevant e.g. front office employees, security guards] will notify you so you may collect it.

## Solicitation and Distribution

Solicitation is any form of requesting money, support or participation for products, groups, organizations or causes which are unrelated to our company (e.g. religious proselytism, asking for petition signatures.) Distribution means disseminating literature or material for commercial or political purposes.

We don't allow solicitation and distribution by non-employees in our workplace. As an employee, you may solicit from your colleagues only when you want to:

- Ask colleagues to help organize events for another employee (e.g. adoption/birth of a child, promotion, retiring.)
- Seek support for a cause, charity or fundraising event sponsored, funded, organized or authorized by our company.
- Invite colleagues to employee activities for an authorized non-business purpose (e.g. recreation, volunteering.)
- Ask colleagues to participate in employment-related activities or groups protected by law (e.g. trade unions.)

In all cases, we ask that you do not disturb or distract colleagues from their work.

## Compensation & Development

In this section, we outline our guidelines for compensating employees according to their employment status. We also describe our performance management and employee development policies.

### Compensation Status

[insert this section if you are covered by the Fair Labor Standards Act (FLSA) in the U.S.]

There are two types of employees under FLSA guidelines:

- **Non-exempt employees**, who are covered by the FLSA's minimum wage and overtime provisions.
- **Exempt employees**, who aren't covered by the FLSA because they meet three exemption criteria: (a) they are paid at least [\$23,600] per year ([\$455] per week),

(b) they are paid on a salary basis, and (c) they perform exempt job duties ("executive," "professional" and "administrative.") Most employees must meet all three criteria to be exempt.

If you are unsure as to whether you should be exempt or not, please ask HR to clarify your status.

The FLSA excludes some types of jobs (e.g. railroad workers, truck drivers) because they are covered by other federal laws. Some other workers, like outside salespeople, are excluded by definition. Feel free to ask HR for clarifications any time.

Wages vary from employee to employee and are based on level of skill and experience. The Company conducts regular evaluations of all employees and issues promotions as it sees fit. Employees who feel entitled to higher pay may contact to discuss.

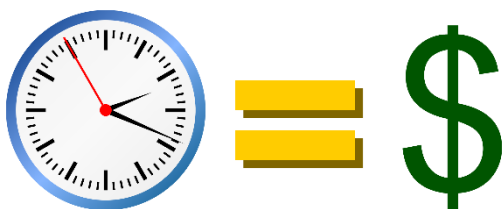


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## Overtime

Occasionally, we may need you to work more than your regular working hours. We will pay for overtime work according to federal, state, and local laws.

[Insert this if employees are in the U.S: If you are an exempt employee, you are not entitled to overtime pay by federal law. In the event that an exempt employee must work overtime, we will set a cap for overtime hours at [10 hours per week] to prevent overworking and burnout.



If you are a non-exempt employee, you are entitled to overtime pay of one and a half times your wage. Please record your overtime hours accurately, so we can calculate your pay



correctly. We also ask you to work overtime only after it is authorized by your supervisor to make our record-keeping easier.]

## Payroll

We pay your salary or wage [frequency e.g. at the end of month, every 15th and end of month] by [method e.g. checks, bank transfers, cash]. In cases where the regular payday falls on a holiday, you will receive payment on the last business day before said holiday. If you are an hourly employee, you should be diligent [in clocking in and out, using our timesheet software] so we can accurately calculate your pay.

## Performance Management

We have built our performance management practices to:

- Ensure you understand your job responsibilities and have specific goals to meet.
- Provide you with actionable and timely feedback on your work.
- Invest in development opportunities that help you grow professionally.
- Recognize and reward your work in financial or non-financial ways (e.g. employee awards.)

To meet these objectives, we have:

- Established [time period e.g. annual, bi-annual, quarterly] performance reviews. During these reviews, your manager will fill out your performance evaluation report and arrange a meeting with you to discuss it. Through these discussions, managers aim to recognize employees who are good at their jobs, identify areas of improvement and talk about career moves. Pay increases or bonuses are not guaranteed. But, we encourage managers to recommend rewards for their team members when they deserve them. There won't be any forced ranking or other comparison between employees, as our goal is to help all employees improve and develop their careers.
- Instructed all managers to meet with their team members [frequency e.g. once per week, every other week] to provide feedback and talk about their work and motivations. This way, you can receive feedback in a timely manner and avoid surprises during your [same time period as above e.g. annual, bi-annual, quarterly] performance review.

## How we Expect Managers to Lead Employees

If you manage a team, you are responsible for your team members' performance. To conduct effective regular meetings and performance evaluations, we expect you to:

- **Set clear objectives.** Your team members should know what you expect of them. When you first hire someone to your team, ensure they understand their job duties. Set specific goals for each team member (and team-wide if applicable.) Revisit those goals during [same time period as above e.g. annual, bi-annual, quarterly] performance reviews.
- **Provide useful feedback.** During scheduled meetings with your team members, give them both guidance and praise, as appropriate. Be fair and specific to help them understand and implement your feedback.
- **Keep your team members involved.** There should be two-way communication between you and your team. Make your expectations clear, but always take your team members' motivations and aspirations into account. Discuss training and development opportunities that may interest your team members.
- **Keep logs with important incidents about each one of your team members.** These logs help you evaluate your team, but may also prove useful when rewarding, promoting or terminating your team members.

## Employee Training and Development

We owe our success to our employees. To show our gratitude, we will invest in our employees professional development. We want employees to feel confident about improving their efficiency and productivity. We also want to help our employees achieve personal growth and success.

Each employee has [amount in USD e.g. \$1,000] annually to spend on educational activities or material. Subscriptions and books are included in this budget, unless they are necessary for you to complete your everyday duties. Send your expenses to HR [method e.g. by email, expenses software].

Apart from online courses, we offer these training opportunities:

- Formal training sessions (individual or corporate.)
- Employee coaching and mentoring.

- Seats at industry conferences.
- On-the-job training.
- Job shadowing.
- Job rotation.

Development is a collective process. Team members and managers should regularly discuss learning needs and opportunities. And it's HR's responsibility to facilitate any development activities and processes.

## Benefits and Perks

In this section, we describe what we offer to our employees. We provide information on our health insurance plans and benefits like work from home options and company-issued equipment.

### Employee Health

Employee health is important to us. We do not discriminate against people with disabilities or health conditions, but we want to do everything possible to help employees stay healthy. At a minimum, we provide [minimum health provision e.g. group health insurance] to all eligible employees. For more information about our insurance package, contact HR.

[Insert this if you have more than 20 employees in the U.S: According to the Consolidated Omnibus Budget Reconciliation Act (COBRA), you may choose to continue your group health benefits for a limited period after leaving our company. This can happen after you experience a qualifying event, i.e. termination for reasons other than gross misconduct and reduction in your hours of employment. Covered spouses and children may also be able to extend their health coverage after certain qualifying events. Please ask HR for guidance.]

We have also established non-smoking and substance abuse policies to protect employee health. We will create a workplace with minimal noise and good lighting and offer [other benefits e.g. free healthy snacks, wellness programs].

### Workers' Compensation

We strive to keep our workplace safe, but accidents may happen occasionally. Employees who are injured at work (by accident or disease) can receive wage

replacement, medical care and rehabilitation benefits according to workers' compensation laws, when appropriate. Please inform us of your injury as soon as possible. Ask HR for forms that you need to file a claim or contact your state agency for workers' compensation.

Our company has a workers' compensation policy according to guidelines of the states (or countries) we operate in. [Insert summary of your workers compensation insurance packages and details on who will handle workers' compensation when employees are injured. If you operate in multiple states or countries, mention any specific guidelines and, if possible, provide employees with contact details of workers compensation boards for the states or countries you operate in.]

## Work from Home

If your job doesn't require you to be present at our premises, you can occasionally work from home (WFH). We normally allow [amount e.g. one day per week]. If you need to telecommute for more days per week, talk to your manager.

Please inform your manager that you want to work from home [using our HRIS] at least [number e.g. two] days in advance. [You can also set a recurring WFH day per week.] If there is a rare emergency, you may work from home without having received prior approval, but call or email your manager as soon as possible. If they are in a different time-zone, contact HR instead.

When you are working from home, please use an internet connection and devices that are fast and secure. Choose a place without loud noises or distractions. And, check in with your team frequently to make collaboration easier.

If there is inclement weather (e.g. a blizzard) please [method for employees to receive information about office closures due to weather e.g. check your email, call the hotline] to see if the office is officially closed. If you judge that your commute during inclement weather is dangerous, let us know. We will not force you to come to work if your safety is at stake or if there is an official travel warning.

## Remote Working

Remote working refers to working from a non-office location on a temporary or permanent basis.

If you're an office-based employee, you may work remotely for a maximum of [amount of time e.g. two consecutive weeks] per year. You may arrange this if you [are a new

parent or suffer from a short-term disability.] If you have another reason, talk to your manager. Submit your remote working requests [through our Human Resources Information System (HRIS)] at least [amount of time e.g. one week] in advance.

If you work remotely permanently, we ask that you adhere to our security, confidentiality and equal opportunity policies just like your office-based colleagues.

## Employee Expenses

There are some expenses that we will pay directly on your behalf (e.g. hotel rooms for work-related travel.) But, we ask you to keep track and report on those reimbursable expenses that you pay yourself. We reimburse employee expenses that are related to:

- [Business travel]
- [Relocation]
- [Education and training]
- [Upon approval, outings with business partners or colleagues]

Not all travel expenses are reimbursable. For example, we will pay for your transportation to an airport for work-related travel, but not to a museum for a personal visit. Before traveling for business, contact HR to clarify which expenses are reimbursable within your particular trip.

Please keep receipts for all reimbursable expenses. You can submit them to your manager [method e.g. via email, through our expense software] within [amount of time e.g. three months] after the date of each expense. If your manager approves your expenses, you will receive your reimbursement within [number e.g. two] pay periods [method e.g. by check.]

## Company Car [OPTIONAL/IF APPLICABLE]

You may drive a company car if you:

- Need it as an indispensable part of your job (e.g. truck drivers and delivery drivers.)
- Receive it as a benefit attached to your job.



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Either way, your car belongs to our company. You may use your company vehicle for personal reasons as our policy permits. You will get reimbursed only for approved, business-related expenses.

To get a company car, you should have a valid driver's license and a clean driving record for at least [amount of time e.g. two years.] Drive safe and sober and respect traffic laws and fellow motorists. You should also check your car regularly to ensure gas, tire pressure and all car fluids are at appropriate levels.

We expect you to avoid:

- Smoking in a company car.
- Leasing, selling or lending a company car.
- Using a company car to teach someone how to drive.
- Leaving your company car unlocked, unattended or parked in dangerous areas.
- Allowing unauthorized people to drive a company car, unless an emergency mandates it.

On our part, we will ensure that our cars are safe and in good condition, as well as appropriately insured.

### **Accidents**

If you are involved in an accident with a company car, contact our HR department immediately, so we can get in touch with our insurance provider. You should not accept responsibility or guarantee payment to another person without authorization.

Follow this policy's guidelines to avoid disciplinary action. For minor offenses, like allowing unauthorized people to drive a company car, we will reprimand you or reclaim your car. But for more serious offenses, like causing an accident while intoxicated, we may terminate you.

### **Parking**

We will prioritize parking space assignments for [reasons why you might prioritize parking spaces or parking space assignments e.g. employees with disabilities, executives and employees who drive company vehicles.] We will then allocate our remaining parking spaces on a first-come, first-served basis. Interns and trainees may also receive parking spaces. If you want to receive a parking spot, file your request with our [position title of individual person with whom employee should file his/her request e.g. HR department, facilities manager].

We expect you to keep our parking lot clean and use only your assigned space. Please behave responsibly to avoid causing damage, injury or loss of property.

We will not assume any liability for theft, vandalism, fire or damage regarding an employee's vehicle in our parking lot.

## **Company-Issued Equipment**

As an employee, you may receive [company-issued items, e.g. company cell phone, laptop or other electronic device, furniture]. Unless otherwise mentioned in your contract, any equipment we offer belongs to our company and you may not sell it or give it away. You are also responsible for keeping our equipment safe and in as good condition as possible. If your equipment breaks or malfunctions, let us know so we can arrange to get it repaired.

If you are part of our corporate cell phone plan, please use your phone within our plan's restraints. You may have to pay any extra charges yourself.

### **Theft and Damage of Company Equipment**

Our equipment is insured for theft and damage. We ask you to inform us within [amount of time e.g. 24 hours] if your equipment is stolen or damaged. We might be able to trace stolen laptops and cell phones. Please also file a theft statement (affidavit) with the police and submit a copy to us.

### **Security of Company Issued Devices**

We advise you to keep your company-issued computer, tablet and cell phone secure. You can do this if you:

- Keep all devices password-protected.
- Ensure you do not leave your devices unattended.
- Install security updates for browsers and other systems as soon as updates are available.
- Log into company accounts and systems through secure and private networks only.
- Follow all instructions for disk encryption, anti-malware protection and password management that you received along with your equipment.

# Time

In this section, we explain our provisions for your working hours and time off. We include [number e.g. five] types of leave and holidays.

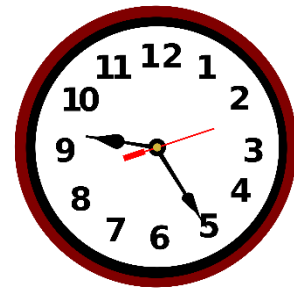
## Working Hours

Our company operates between [operating hours e.g. 9 a.m. to 7 p.m. on weekdays]. You may come to work at any time between [arrival time e.g. 9 a.m. and 11 a.m.], depending on your team's needs.

Some departments may work after hours, too [departments who may need to work after hours (e.g. customer support, shipping.)] If you work in these departments, you will follow a shift schedule as needed.

## Paid Time Off (PTO)

Employees receive [amount of time e.g. 20 days] of Paid Time Off (PTO) per year. You PTO accrual begins the day you join our company and you receive [amount of time e.g. 1.7 days per month]. You can take your PTO at any time after your first [amount of time e.g. week] with us and you [can] use time off you have not accrued yet. You will earn [amount e.g. one additional day] per [amount e.g. year] after your [amount e.g. first year] with our company, with a cap at [total amount e.g. 25 days] overall.



If you want to use PTO, send a request [through our HRIS.] If your manager or HR approves, you are permitted to take your leave. You do not have to specify a reason for requesting PTO.

You [can/cannot] transfer any remaining PTO to the next year. We encourage you to use your time off throughout the year.

If you leave our company, we may compensate accrued PTO with your final paycheck according to local law. When the law doesn't have provisions, we will compensate accrued leave to employees who were not terminated for cause.

## Holidays

Our company observes the following holidays:



- [New Year's Day]
- [Martin Luther King Day]
- [President's Day]
- [Good Friday/Easter Monday]
- [Memorial Day]
- [Independence Day]
- [Labor Day]
- [Columbus Day]
- [Veterans Day]
- [Thanksgiving Day]
- [Christmas Day]

If a holiday falls on a day when our company doesn't operate (e.g. Sunday), we will observe that holiday on the closest business day.

Our company offers a floating day, which you can take as a holiday any day you choose. If you want to observe a religious holiday that isn't included in our list, we may allow you to take unpaid time off for that day. Or, you may use your PTO.

### **Holiday pay**

- Exempt employees are entitled to their normal compensation without any deductions.
- Permanent non-exempt employees receive holiday pay as a benefit after they have worked with us for more than [amount of time e.g. three months].

### **Working on a Holiday**

These holidays are considered "off-days" for most employees. If you need a team member to work on a holiday, inform them at least [amount of time e.g. three days] in advance.

If you are a non-exempt employee, you will receive your regular hourly rate with a premium for working on a holiday. If you are an exempt employee, we will grant you an additional day of PTO that you must take within [amount of time e.g. 12 months] after that holiday.

We [will/ will not] count hours you worked on a holiday to decide whether you are entitled to overtime pay.

## Sick Leave

We offer [amount of time e.g. one week] of [paid] sick leave. In states or countries where employees are entitled to a greater number of sick leave days by law, we will follow that law. You can take sick leave to recover from short-term illness, injuries, mental issues and other indisposition. If you have the flu or other contagious disease, please use your sick days.

If you become sick, inform your manager and send a sick leave request [through our HRIS.] You may take a partial day off or work from home, but we advise you to rest and recuperate for a day before returning to work.



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Use your PTO or arrange for a flexible work schedule if you want to attend routine health care (e.g. doctor's/dentist's appointments.)

Occasionally, we may ask you to submit a physician's note or other medical certification and/or complete a sick leave form. We will do this for insurance purposes if you are absent for more than [amount of time e.g. three days] of sick leave.

## Long-Term Illness

[Insert this section in your handbook if you employ 50 or more employees in the U.S.: The U.S. Family and Medical Leave Act provides employees 12 weeks of unpaid, job-protected leave in a 12-month period with the same group health benefits for medical and family reasons. One of those reasons is to recover from a serious health condition or to care for an immediate family member with a serious health condition.

You are eligible for this type of leave if you have worked for us for more than 12 months and you have worked at least 1,250 hours within 12 months before your leave begins. Contact HR for more information when needed.]

## Bereavement Leave

Losing a loved one is traumatizing. If this happens to you while you work with us, we want to support you and give you time to cope and mourn.

For this reason, we offer [amount of time e.g. three days] of paid bereavement leave. You may take your bereavement leave on [consecutive/non-consecutive] days to:

- Arrange a funeral or memorial service.

- Attend a funeral or memorial service.
- Resolve matters of inheritance.
- Fulfill other family obligations.
- Mourn.

If you have to travel long-distance for a funeral or service, you can take [number e.g. two] additional unpaid days off. If you require more time, please use your PTO.

## Jury Duty and Voting

If you are called for jury duty and you are an exempt employee, you can take [amount of time e.g. one day] off without deduction from your salary. If local or national law stipulates more days of paid jury duty leave, we will follow the law. On election day, you can take [amount of time e.g. two hours] off to vote. You can take [amount of specific time employee can take off e.g. a paid half-day off] if you need to travel a short distance to vote. If your trip lasts more days, please use your PTO.

Hourly employees may take [amount of specific time e.g. one unpaid day] off for jury duty and voting. If local or national law obliges us to provide hourly employees with paid jury duty leave, we will follow the law.

To keep good records, we ask you to bring us [documents requested as proof a copy of your summons for jury duty and a document that proves you served].

## Parental Leave

Caring for a newborn is an exciting time for parents. We want to support new mothers and fathers in their first months of parenthood with paternity and maternity leave. Afterwards, we will continue to support parents with [other means/ways the company offers of supporting new parents e.g. flexible work options and child care.]

## Paternity and Maternity Leave

[Insert this if you're covered by the Family and Medical Leave Act (FMLA): The FMLA provides eligible employees with 12-weeks of unpaid, job-protected leave for the birth or adoption of a child. You are eligible for this type of leave if you have worked for us for more than 12 months and you have worked at least 1,250 hours within 12 months before your leave begins. Contact HR for more information when needed.]

Our company offers [amount of time e.g. three months] of paid maternity and paternity leave. If local or national law stipulates longer leave, we will follow the law.

If you are about to be a new mother or father (either through childbirth or adoption), talk to HR to arrange your leave. Please give us at least [amount of time e.g. three months] notice before your leave begins.

Depending on local or national law, pregnant women can take part of their leave before labor. If you suffer complications during childbirth or have other issues, you can ask for an unpaid leave extension of up to [amount of time e.g. two months]. Contact HR as soon as possible to arrange this.



### **Returning to Work After Parental Leave**

We are committed to helping new parents transition back to work after their leave ends. We offer:

- [Remote working/ Flexible hours.]
- [Onsite/ External paid day care.]
- [Lactation rooms.]

## **Leaving Our Company**

In this section, we describe our procedures regarding resignation and termination of our employees. We also refer to our progressive discipline process that may sometimes result in termination.

[Insert this if employees are in the U.S: We remind you that in the U.S. employment is “at-will.” This means that you or our company may terminate our employment relationship at any time and for any non-discriminatory reason.]

### **Progressive Discipline**

Here we outline steps we will take to address employee misconduct. We want to give employees a chance to correct their behavior when possible and assist them in doing so. We also want to ensure that we thoroughly investigate and handle serious offenses.

The Company takes disciplinary matters very seriously and will exact discipline as it sees fit for any unacceptable action or behavior. These may include:

- Excessive lateness and/or absence

- Improper or indecent conduct
- Poor communication
- Uncooperative attitude
- Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
- Unauthorized use or disclosure of Company information
- Possession and/or use of illegal drugs, weapons or explosives
- Illegal harassment and/or discrimination - of any kind
- Violation of Company policy

Our progressive discipline process has six steps of increasing severity. These steps are:

- i. Verbal warning
- ii. Informal meeting with supervisor
- iii. Formal reprimand
- iv. Formal disciplinary meeting
- v. Penalties
- vi. Termination

Different offenses correspond to different steps in our disciplinary process. For example, minor, one-time offenses (e.g. breach of our dress code policy) will trigger Step 1. More severe violations (e.g. sexual harassment) will trigger step 5.

If you manage employees, inform them when you launch a progressive discipline process. Pointing out a performance issue is not necessarily a verbal warning and may be part of your regular feedback. If you judge that progressive discipline is appropriate, let your team member know and ask HR to help you explain our full procedure.

Managers may skip or repeat steps at their discretion. Our company may treat circumstances differently from that described in this policy. But, we are always obliged to act fairly and lawfully and document every stage of our progressive discipline process.

Keep in mind that our company isn't obliged to follow the steps of our progressive discipline process. As you are employed "at-will" in the U.S, we may terminate you directly without launching a progressive discipline process. For serious offenses (e.g. sexual harassment), we may terminate you without warning.

## Resignation

You resign when you voluntarily inform HR or your manager that you will stop working for our company. We also consider you resigned if you don't come to work for [amount of time e.g. three consecutive days] without notice.

You are not obliged to give us advance notice before resigning. But, for efficiency's sake, and to make sure our workplace runs smoothly, we ask that you give at least [amount of time e.g. two weeks] notice, if possible. If you hold a highly specialized or executive position, we ask that you give us at least [amount of time e.g. a month's] notice, when possible.

We accept verbal resignations, but we prefer that you submit a written and signed notice of resignation for our HR records. We will reply with an acceptance of resignation letter within [amount of time e.g. two days]. HR will inform your manager that you are resigning if you haven't already done so. Whether you want to announce your resignation to your team is up to you, but we encourage you to be open.

## Tuition or Relocation Reimbursement

If you have relocated or studied at our company's expense, you are bound by your contract to remain with us for at least [amount of time e.g. two years]. If you resign before that period, you may have to reimburse us for part or all of these expenses.

## Forced Resignation

You can resign anytime at your own free will and nobody should force you into resignation. Forcing someone into resigning (directly or indirectly) is constructive dismissal and we won't tolerate it. Specifically, we prohibit employees from:

- Creating a hostile or unpleasant environment.
- Demanding or coaxing an employee to resign.
- Victimizing, harassing or retaliating against an employee.
- Forcing an employee to resign by taking unofficial adverse actions (e.g. demotions, increased workload).

## Termination

Terminating an employee's employment is always unpleasant but sometimes necessary. If that happens, we want to ensure we act lawfully and respectfully.

We may terminate an employee either for cause or without cause.

- **For cause termination** is justified when an employee breaches their contract, engages in illegal activities (e.g. embezzlement), disrupts our workplace (e.g. harasses colleagues), performs below acceptable standards or causes damage or financial loss to our company.
- **Without cause termination** refers to redundancies or layoffs that may be necessary if we cease some of our operations or re-assign job duties within teams. We will follow applicable laws regarding notice and payouts.

We will offer severance pay to eligible employees. We may also help employees who were terminated without cause to find work elsewhere, if possible.

We may also compensate accrued vacation and sick leave upon termination, depending on local law. Whenever local law doesn't have relevant stipulations, we will pay accrued leave only to those who weren't terminated for cause. We will also take into account union agreements and abide by agreed terms.

If you manage team members, avoid wrongful dismissal. When you terminate an employee for cause, we expect you to be certain you made the right choice and keep accurate performance and/or disciplinary records to support your decision.

## References

When we terminate employees, we may provide references for those who leave in good standing. This means that employees should not have been terminated for cause. If you are laid off, you may receive references. Please ask your manager/supervisor.

If you resign, you may ask for references and your manager has a right to oblige or refuse.

## Policy Revision

We will always strive for fairness and equal opportunity and penalize offensive and illegal behaviors. But, as laws and our environment change, we may revise and modify some of our policies.

We have established a(n) [frequency e.g. annual, semi-annual] revision of our handbook to bring it up to date with legislation and employment trends. We also ask you to contact HR if you spot any inconsistencies or mistakes. And, if you have any ideas about how to improve our workplace, we are happy to hear them.

# Receipt and Acknowledgement

Please sign to acknowledge that you read and understood this handbook and are committed to following our policies. For any clarifications, please do not hesitate to reach out to HR. If you have any questions, please feel free to ask them.

I acknowledge that I have received my personal copy of the [Company Name] Handbook, and that as an employee of [Company Name], or one of its subsidiary or controlled affiliate companies, I am responsible for knowing and adhering to the standards outlined in it and abiding by and complying with all of the policies, rules, and regulations as defined above.

X

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Signature

Date: .../.../...