

Agilify

Employee Handbook 2022



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Welcome

Welcome to Agilify! We are delighted that you have chosen to join our and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the Company's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, the Company will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the Company's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

Employment at Will

Employment at Agilify (herein also referred to as “the Company”) is on an at-will basis unless otherwise stated in a written individual employment agreement signed by a Managing Partner of the company.

This means that either the employee or the Company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. The Company employees have the right to engage in or refrain from such activities.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

Agilify provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The Company expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of a Managing Partner. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of Human Resources or a Managing Partner.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. “Adverse conduct” includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, The Company will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact Human Resources.

Commitment to Diversity

Agilify is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at the Company and is an important principle of sound business management.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is Agilify's policy to provide a work environment free of sexual and other harassment. To that end, harassment of employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an

investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Company will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- ▶ Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; or
- ▶ Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual

harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- ▶ Unwanted sexual advances, whether they involve physical touching or not;
- ▶ Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- ▶ Displaying sexually suggestive objects, pictures, or cartoons;
- ▶ Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- ▶ Inquiries into one's sexual experiences; and
- ▶ Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to a Managing Partner or Human Resources.

Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the Company will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

Agilify expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Company recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to the Company.
2. Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which the Company makes sales or from which it makes purchases.

4. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Company.
7. Participating in civic or professional organization activities in a manner that divulges confidential company information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the Company or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of the Company. Confidential information is any and all information disclosed to or known by you because of employment with Agilify that is not generally known to people outside the Company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to a Managing Partner.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Outside Employment (Moonlighting) Policy

Objective

Agilify recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of Agilify are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

Procedures

Agilify applies this policy consistently and without discrimination to all employees, and in compliance with all applicable employment and labor laws and regulations. The following guidelines for outside employment apply to all employees. New employees must notify their manager of any current outside employment or contract work assignments prior to beginning employment with Agilify. All new and current employees must also notify their manager of their intent to engage in outside employment.

- ▶ Work-related activities and conduct away from Agilify must not compete with, conflict with or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to Agilify. Employees are prohibited from performing any services for customers of Agilify that are normally performed by Agilify. This prohibition also extends to the unauthorized use of any company equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time for Agilify.
- ▶ Agilify employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at Agilify, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
- ▶ Employees may not use Agilify paid sick leave to perform work for another employer.

- ▶ If an employee's outside employment presents a conflict of interest with Agilify, as defined in the Conflict of Interest Policy, or if such outside employment has any potential for negative impact on Agilify, the employee will be asked to terminate the outside employment.
- ▶ Fraudulent use of company sick leave or an employee's refusal to comply with Agilify's reasonable request to terminate outside employment may result in immediate termination of employment with Agilify.

Employee Relationship

Employee Classification

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Agilify classifies its employees as shown below. The Company may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the Company and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, Full-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled

to work the Company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The standard workweek is from Monday 12:00 a.m. until Sunday 11:59 p.m. and generally consists of 40 work hours. Office hours are Monday to Friday 8:00 a.m. to 5:00 p.m. Individual work schedules may vary depending on the needs of each department.

Time Records

All employees are required to complete accurate weekly time reports showing all time worked and detailed by project using the Harvest time tracking tool. Notes per time entry may be required depending on the engagement you are assigned. Time reports should be submitted by close of business every Friday and on the last day of the month.

Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a manager.

Deductions from Pay/Safe Harbor Exempt Employees

Agilify does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA).

Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- ▶ Deductions that are required by law, e.g., income taxes;
- ▶ Deductions for employee benefits when authorized by the employee;
- ▶ Absence from work for one or more full days for personal reasons other than sickness or disability;
- ▶ Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- ▶ Offset for amounts received as witness or jury fees, or for military pay; or
- ▶ Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the Company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to Human Resources. The report will be promptly investigated and if it is found that an improper deduction has been made, the Company will reimburse the employee for the improper deduction.

Paychecks

The Company's pay days for all employees are the 1st and 15th day of each month. If pay day falls on a federal holiday, employees will receive their paycheck on the last business day before the holiday.

If a pay day falls on a weekend, employees will receive their paycheck on the preceding Friday. Paychecks are directly deposited into your checking and/or savings accounts.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the Company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the Company provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the Company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. At the Company’s discretion, if no such position is available, the employees will be permitted to determine which one of them will resign from the Company.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to a manager at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

In most cases, your manager will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation will be sent to the employee’s home address

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the Company.

Workplace Safety

Drug-Free and Alcohol-Free Workplace

It is the policy of Agilify to maintain a drug-free and alcohol-free work environment that is safe and productive for employees and others having business with the Company.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the Company is strictly prohibited. Alcohol consumption is strictly prohibited except on those occasions with management authorization for a special event. During that special event, each employee is responsible for monitoring his or her use of alcohol. Employees are not required to consume alcohol at special events and ample nonalcoholic beverages will be available during these times when alcohol is served. Employees under the age of 21 are not allowed to consume alcohol at company sponsored events at any time. The Company is not liable for the overuse of alcohol during off-site company-sponsored events.

The Company also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the Company prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Company's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Pre-employment: As required by the Company for all prospective employees who receive a conditional offer of employment

For Cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes. Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

Agilify is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All Agilify employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform a manager or Human Resources. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the Company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The Company prohibits the possession of weapons on its property at all times. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The Company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, the Company may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel, then dial 911 to activate the medical emergency services.

Emergency Closings

The Company will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, a Managing Partner will determine emergency closure status.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work. If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact their manager as soon as possible. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the manager of the absence for three consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their manager if they feel additional ongoing feedback is needed.

Generally, performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the manager about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with Agilify. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

While employed by the Company, Employee shall not: (1) carry on or engage in a business similar to the Company's business in any of the listed parishes, counties and municipalities; or (2) engage or participate, directly or indirectly, whether as an owner, operator, proprietor, partner, joint venturer, employer, employee, consultant, officer or agent, or beneficiary or record holder of more than one percent (1%) of the stock, in any business that carries on or engages in a business similar to the Company's business within the Territory except when authorized by the Company in writing by the President, Chief Operating Officer, or Chief Sales Officer.

Dress and Grooming

The Company provides a business casual yet professional work environment for its employees. Even though the dress code is business casual, it is important to project a professional image to our customers, visitors, and coworkers either in person or virtual meetings. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Social Media Acceptable Use

Agilify encourages employees to share information with co-workers and with those outside the Company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the Company has established the following guidelines for employee

participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the Company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the Company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge the Company confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a company employee or discusses matters related to the Company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Company and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the Company or the Company’s business. Employees must keep in mind that if they post

information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use a social media to criticize the Company's competition and should not use it to compete with the Company.

Confidentiality. Do not identify or reference company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work, or the Company's business belong to the Company. Do not post them on a social media site without the Company's permission.

Links. Employees may provide a link from a social media site to the Company's website during employment (subject to discontinuance at the Company's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the Company's site and to register the site with the company.

Trademarks and copyrights. Do not use the Company's or others' trademarks on a social media site or reproduce the Company's or others' material without first obtaining permission.

Avoid statements about the Company's future. Because the Company is publicly held, writing about projected growth, sales and profits, future products or services, marketing plans, or the stock price may violate Securities and Exchange Commission (SEC) rules or other applicable laws.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Company restrictions. Because the Company is publicly held, it may require that employees temporarily confine social media commentary to topics unrelated to the Company or that employees temporarily suspend such activity to ensure compliance with the SEC's regulations or other laws. The Company may also require employees to delete references to it on a website or Web log and to stop identifying themselves as an employee of the Company.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas.

“Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Travel Policy

It is the policy of Agilify to reimburse travelers for reasonable and necessary expenses incurred in connection with approved travel on behalf of the Company and while on assignments away from the normal work location. All business travel must be approved in advance by a Managing Partner.

When approved, the actual costs of travel, transportation, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be eligible for reimbursement.

Agilify reimburses employees for mileage at the rate that is currently allowed by the IRS when business travel necessitates the use of their personal vehicle. Travel in a personal vehicle must be more than 30 miles to be eligible for reimbursement.

When a rental vehicle is required, Agilify authorizes reimbursement for the most economic vehicle available. In certain circumstances larger vehicles may be rented, with prior approval. The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost.

Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required for reimbursement requests. Agilify encourages travelers to purchase collision damage

waiver (CDW) and loss damage waiver (LDW) coverage. The Company will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied. Travelers are encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

The cost of overnight lodging (room rate and tax only) will be reimbursed to the traveler if the authorized travel is 90 miles or more from the traveler's home or primary worksite. Agilify will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. When travel is completed, travelers must submit all itemized receipts, along with a completed expense report within five business days. Receipts for all individual expenses should have written detail on them and names as necessary.

If a traveler submits an expense for reimbursement that does not meet these requirements, the reimbursement may not be made.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the traveler, can be grounds for disciplinary action, up to and including termination of employment.

Questions regarding procedures related to travel arrangements, reimbursement for specific expenses, or any other business-related travel issues should be directed to your manager.

Computers, Internet, Email, and Other Resources

The Company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the Company. Employees

should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the Company's systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the Company's systems as well as the reputation and/or competitiveness of the Company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

The Company encourages employees to use e-mail to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the Company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the Company's success, your communications may be accessed without further notice to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the Company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the Company's cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The Company reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

Disciplinary Procedure

Agilify expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee.

Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present his or her views on the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action which may include discharge, and (e) issue a counseling notice to the employee.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the manager should meet with the employee in private and proceed via (a) through (d) above and issue a reprimand notice to the employee.

Step 4: Suspension. Managers have the authority to temporarily remove employees from the workplace, with or without pay. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, e.g., such as a written policy prohibiting sexual harassment or workplace violence.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct or any time a manager determines it is necessary, the procedures contained above may be disregarded. Typically, the supervisor should suspend the

employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Time Off and Leaves of Absence

Holidays

The Company observes and allows time off with pay for the following holidays:

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

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the Company will observe on the preceding Friday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Hourly employees become eligible after they have been actively with the Company for three months. Salaried employees may receive holiday pay immediately upon joining the Company. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed eight hours).

A holiday shall be considered as eight hours worked for the purpose of computing overtime.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the workdays immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the Company may require verification of the reason for the absence before approving holiday pay.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the Company should speak with their manager. Depending upon business

needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee or take off unpaid days. The Company will seek to reasonably accommodate individuals' religious observances.

Paid Time Off

The Company recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The Company provides unlimited approved paid time off with a target 95% billability rate per quarter to full-time employees. Employees are encouraged to take time off during the year. Part-time employees are not eligible for paid time off.

Employees should submit time off request to their manager at least seven days in advance of the requested time off date. Time off requests must be approved and can be scheduled in increments of one full workday up to a maximum of one week in a row. For time off less than one full workday, coordinate with your supervisor for approval.

Military Leave

Agilify supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify a manager who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.

Bereavement Leave

Employees with more than three months' service may take up to three days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The Company may require verification of the need for the leave. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of eight hours for one day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The Company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for up to one week of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same one-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than one week on a jury.

If an employee is released from jury duty after four hours or less of service, he or she must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, PTO will be used for this purpose.

Employee Benefits

Agilify recognizes the value of benefits to employees and their families. The Company supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the Agilify Benefit Guide, company Summary Plan Descriptions (SPD), which are found on the company intranet, or contact Human Resources. To the extent of the information provided here conflicts with the SPD or full plan document, the full plan document will control.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

Agilify pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The Company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify a manager immediately.

Employees will not be paid vacation or sick leave for approved absences covered by the Company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

Employee Handbook Acknowledgement and Receipt

I hereby acknowledge receipt of the employee handbook of Agilify. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the Company to employ me now or hereafter and that my employment may be terminated by me or the Company without reason at any time. I understand that no representative of the Company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only a Managing Partner of the Company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Managing Partner of the Company.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Receipt of Harassment Policy

I have read and I understand the Company's Harassment Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE