

Table of Contents

Welcome	3
Foreword	4
General Employment Policies	5
<i>Equal Opportunity Employer</i>	
<i>Americans with Disabilities Act</i>	
<i>At-Will Employment Relationship</i>	
<i>Policy Against Harassment, Retaliation, and Discrimination</i>	
<i>Complaint Reporting Procedures & Retaliation</i>	
<i>Convo Whistleblower Policy</i>	
<i>Progressive Discipline</i>	
<i>Immigration Reform and Control Act</i>	
Business Ethics and Conduct	12
<i>Conflict of Interest</i>	
<i>Confidentiality</i>	
<i>Outside Employment</i>	
<i>Background Checks</i>	
<i>Employee Dating Policy</i>	
<i>Personal Data Change</i>	
Attendance	16
Safety	17
<i>Workplace Violence Prevention</i>	
<i>Reporting Accidents and Incidents</i>	
<i>Visitors in the Workplace</i>	
<i>Drug-Free & Smoke-Free Workplace</i>	
<i>Weapons-free Workplace</i>	
<i>Personnel Records</i>	
<i>Electronic Communications</i>	
<i>Use of Equipment</i>	

Employment Status, Performance, Wage, and Hour Policies	22
<i>Employment Classifications</i>	
<i>Pay Policy and Payday</i>	
<i>Review your Pay Check</i>	
<i>Payroll Deductions and Setoffs</i>	
<i>Job Descriptions</i>	
<i>Performance Reviews</i>	
Employee Benefit Programs	26
<i>Workers' Compensation Insurance</i>	
<i>Unemployment Insurance</i>	
<i>Process for Time Off and Vacation Request</i>	
<i>Jury Duty</i>	
<i>Voting Leave</i>	
<i>Leave of Absence/Unpaid Personal Leave</i>	
<i>Family and Medical Leave of Absence (FMLA)</i>	
<i>Consolidated Omnibus Budget Reconciliation Act (COBRA)</i>	
<i>Maternity/Paternity Leave</i>	
<i>Procedure for Requesting a Reasonable Accommodation</i>	
Workplace Expectations and Miscellaneous Company Policies	34
<i>Professionalism</i>	
<i>Dress Policy</i>	
<i>Personal Hygiene</i>	
<i>Compliance with TRS Rules</i>	
<i>Your Convo Work Phone Number (WPN)</i>	
<i>Non-Solicitation and Non-Distribution</i>	
<i>Social Media—Acceptable Use</i>	
<i>Confidentiality</i>	
<i>Conflict Resolution Procedure</i>	
<i>Computer and Email Usage</i>	
<i>Internet Usage</i>	
<i>Employee Travel</i>	
<i>Per Diem Rates</i>	
<i>Leaving Convo</i>	
<i>Procedure for Leaving Convo</i>	
Acknowledgment of Receipt of Handbook	43
Appendix I	44

Welcome

“Your work is going to fill a large part of your life, and the only way to be truly satisfied is to do what you believe is great work. And the only way to do great work is to love what you do.”

— STEVE JOBS

On behalf of everyone at Convo Communications, LLC, welcome to the Convo team! We wish you much success and growth during your time at Convo.

Whether you have just joined Convo or have been with us, we believe in the importance of a strong employer/employee relationship. This handbook provides guidelines for Convo employees, which includes information about our policies, programs, and benefits available to eligible employees. You may also find answers to some of the more frequently asked employment-related questions.

Please familiarize yourself with the entire contents of the Employee Handbook as soon as possible. If after reviewing this handbook, you still have unanswered questions, do see your supervisor or talk with Human Resources and they will be happy assist you with your questions. As always, if you would prefer to directly discuss with me, my door is open.

We look forward to working together in furthering Convo’s mission: “Dedicating ourselves to seamlessly integrate languages and cultures through technology and services.” In our endeavors at Convo, we should always strive to bear this in mind.

With you as a part of the Convo team, let us accomplish great things together!

Sincerely,



Jarrod Musano
Chief Executive Officer

Foreword

The Convo Employee Handbook is designed to summarize Convo personnel policies and benefits and to acquaint you with many of the rules concerning employment. Information contained in the handbook applies to all employees. Complete compliance with Convo's policies is an absolute condition of continued employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. Convo reserves the right to modify, rescind, delete or add to the provisions of this Handbook in its sole and absolute discretion. This Handbook does not confer a binding contract between Convo and its employees, nor does it alter the at-will employment relationship between Convo and its employees. Where company policy and operating procedures may conflict with state law, the state law shall supersede the policies and procedures outlined in this handbook.

General Employment Policies

Equal Opportunity Employer

In order to provide equal employment and advancement opportunities to all employees, employment decisions at Convo will be based on merit, qualifications, and ability. Convo does not discriminate against any person because of race, color, creed, religion, sex, national origin, disability, age, or any other characteristic protected by law in a jurisdiction that Convo employs an Employee (referred to as "protected status"). This nondiscrimination policy extends to all terms, conditions, and privileges of employment as well as the use of all company facilities, participation in all company-sponsored activities, and all employment actions such as promotions, compensation, benefits, and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or to Human Resources. It is the policy of Convo to promptly and thoroughly investigate such reports. Convo prohibits retaliation of any kind against any individual who reports an incident of discrimination or who participates in an investigation of such reports. Employees should raise concerns and make reports without fear of reprisal.

Americans with Disabilities Act

Convo is committed to complying fully with the Americans with Disabilities Act (ADA) and applicable state law, and to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is the responsibility of the employee to notify Human Resources of the need for accommodation. In accordance with the ADA, reasonable accommodations for qualified individuals with known disabilities will be made unless to do so would be an undue hardship on Convo.

All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Convo prohibits discrimination

against qualified employees or applicants because they are related to or associated with a person with a disability. Convo will honor any state or local law that provides individuals with disabilities greater protection than the ADA.

At-Will Employment Relationship

Employment with Convo is at-will, unless otherwise specified in a written employment agreement. This means employment with Convo may be terminated by the employee or Convo at any time, with or without cause, and advance notice is not required. In connection with this policy, Convo reserves the right to modify or alter an employee's position, in its sole discretion, including through demotion, promotion, transfer, reclassification, or reassignment. In addition, Convo reserves the right to exercise its managerial discretion in determining what forms of discipline may be appropriate when necessary.

Policy Against Harassment, Retaliation, and Discrimination

Convo is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family-care or medical-leave status, or veteran status. Convo strongly disapproves of and will not tolerate harassment of employees by supervisors or co-workers. Similarly, Convo prohibits harassment of non-employees with whom Convo has a business, service, or professional relationship. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance.

Conduct also constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, the following: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings or cartoons based upon an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family-care or medical-leave status, or veteran status. Sexual harassment in particular includes all of these prohibited actions as well as other unwelcome sexual advances.

In addition, Convo will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint. Retaliation means specifically, that an employer may not discriminate against any employee who has (1) opposed any unlawful practice, or (2) has made a charge, testified, assisted, or participated in any manner in a [protected] investigation, proceeding, or hearing. Examples of retaliation include but are not limited to, demotions and other punitive measures, or otherwise creating a hostile workplace for the employee. Complaints of retaliation should be promptly reported in the same manner as described above in order for Convo to investigate and correct any retaliatory conduct.

Any work-related incident of harassment, including by any company personnel, should be reported promptly to the employee's supervisor, to any supervisor or to Human Resources. While the complaint may be made verbally, supervisors may require the employee to complete a written complaint in order to have clear allegations to investigate. Whether the complaint is verbal or written, all complaints will be taken seriously and investigated immediately. Convo will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with an investigation. Supervisors who receive complaints or who observe harassing conduct are required to inform Human Resources immediately. It is the policy of Convo for its supervisors to report to Human Resources when they receive reports of harassing conduct or have reason to know of such conduct. Supervisors play an important role in providing a safe space for employees.

Convo does not require an employee to report their concern to his or her supervisor before going to Human Resources. Convo will promptly investigate and remediate every reported complaint of harassment thoroughly and in a confidential manner to the extent provided by law.

Complaint Reporting Procedures & Retaliation

In the case of company employees, if harassment or retaliation is reasonably established, Convo will discipline the offender. Disciplinary action for a violation of this policy may range from verbal or written warnings up to and including immediate termination, depending on the circumstances.

If you are the victim of or have witnessed harassment of any nature, Convo maintains the harassment complaint procedure outlined below. Anybody that makes a complaint for harassment or provides information related thereto will be protected against any form of retaliation for submitting a complaint, and the confidentiality of the complaint and the related parties will be protected to the extent possible.

COMPLAINT REPORTING PROCEDURES

1. The victim or witness (“complainant”) must report the incident to their direct supervisor. If the supervisor is not available or the complainant believes it would be inappropriate to contact that person, the complainant must instead contact Human Resources.

If you are a supervisor that receives a harassment complaint from a subordinate, you must immediately advise Human Resources about the complaint.

2. Human Resources will begin an immediate investigation which may consist of any or all of the following:
 - Requesting the complainant to submit a detailed written narrative of the incident(s)
 - Personally interviewing or speaking to the complainant
 - Requesting the alleged harasser to submit a detailed written narrative of the incident(s)
 - Personally interviewing or speaking to the alleged harasser
 - Personally interviewing or speaking to witnesses to the alleged harassment and/or asking them to provide detailed written narratives

During the investigation time period, Convo will take any and all necessary remedial measures to ensure the alleged harassment does not continue. Such measures may include scheduling changes, transferring the alleged harasser, or placing the alleged harasser on non-disciplinary leave with pay pending conclusion of the investigation.

3. Once all evidence is in, interviews are finalized, and any credibility issues are resolved, Human Resources will compile an investigation report and submit it to the CEO or CFO for a final determination of whether harassment occurred.
4. If the CEO or CFO determines that harassment occurred, the company will take immediate and appropriate corrective action up to and including termination of the harasser’s employment or contractual relationship with the company.

If, after reviewing the investigation report, the CEO or CFO do not find that harassment occurred, the company will nonetheless undertake further preventive measures to

ensure no further incidents occur. Such measures may include training, monitoring or any other remedial measures deemed appropriate.

Any employee that files a harassment complaint must take advantage of any preventive or corrective opportunities provided by Convo to prevent and avoid any further harassment during and after an investigation.

All employees are advised that they have no more than forty five (45) days from the last date of harassment to submit a formal complaint to the Equal Employment Opportunity Commission (EEOC). EEOC endorsement of a harassment claim is required before any private action can be brought. The failure of the CEO or CFO to determine whether harassment occurred will not necessarily affect the EEOC filing. More information on EEOC procedures can be found at www.eeoc.gov.

Convo Whistleblower Policy

Convo shall not take any reprisal in the form of a personnel action against any current or former employee or contractor who discloses to a Convo Manager, the Commission, the TRS Fund administrator, or to any federal or state law enforcement entity, any information that the reporting person reasonably believes evidences known or suspected violations of the Communications Act or TRS regulations, or any other activity that the reporting person reasonably believes constitutes waste, fraud, or abuse, or that otherwise could result in the improper billing of minutes of use to the TRS Fund and discloses that information to a Convo Manager, Convo's General Counsel Jeff Rosen (jeff@convorelay.com), the Commission, the TRS Fund administrator, or to any federal or state law enforcement entity.

All current or former employee or contractor has the right to notify the FCC's Office of Inspector General or its Enforcement Bureau.

FCC Website

www.fcc.gov

Office of Inspector General

Phone: 202-418-0470 | Fax: 202-418-2811

www.fcc.org/oig

Fraud & Abuse Hotline

Phone: 202-418-0473 | Toll-free: 888-863-2244

hotline@fcc.gov

Progressive Discipline

Every employee has the duty and responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

Convo practices the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, Human Resources best practices, and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. Convo reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines Convo's progressive discipline process:

- *Verbal warning:* A supervisor verbally counsels an employee about an issue of concern and a written record of the discussion is placed in the employee's file for future reference.
- *Written warning:* Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.
- *Performance improvement plan:* Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a probationary period up to 90 days. Within this time period, the employee must demonstrate a willingness and ability to improve and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of

the probationary period, the probationary period may be closed or, if established goals are not met, dismissal may occur.

Convo reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge. Convo's preferred practice of progressive discipline does not alter the at-will employment relationship between employees and Convo.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and with any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

Business Ethics and Conduct

The successful business operation and reputation of Convo is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Convo is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees have an obligation to both Convo and its customers to act in a way that will merit the continued trust and confidence of the public.

Convo will comply with all applicable laws and regulations and requires its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will properly guide you with respect to lines of acceptable conduct. If you are in a situation where it is difficult to determine the proper course of action, you should discuss the matter openly with your immediate supervisor and, if necessary, with a Convo Executive Officer. Convo's attorneys shall be contacted when matters regarding interpretation of any laws are involved.

Compliance with this policy of business ethics and conduct is the responsibility of every Convo employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

Conflict of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of Convo may conflict with the employee's own personal interests. Company property, information, or business opportunities may not be used for personal gain. The purpose of these guidelines is to provide general direction so that employees can seek

further clarification on issues related to the subject of acceptable standards of operation. Please contact Human Resources or the General Counsel for more information or questions about conflicts of interest.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a member of Convo management, as soon as possible, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. After such safeguards are established, employees are required to honor them.

Confidentiality

Convo clients and other parties with whom we do business entrust the company with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know."

Convo employees will have occasional access to sensitive information, proprietary data, and other information that may be neither sensitive nor proprietary but is not something for public view. As a member of the Convo team, please take care to preserve this trust. Our professional ethics require that each employee maintain the highest degree of confidentiality when handling customer matters. To maintain this professional confidence, no employee shall disclose customer information to other customers, friends, or members of one's own family. Please contact the General Counsel for more information or questions about confidential information.

Not only is this a matter of trust, but there are cases in which there is also a legal obligation to honor confidentiality regarding customer information. Convo as a company has special obligations under the Telecommunications Relay Service Rules to honor confidentiality. Each employee is expected to have received training regarding improper use of customer information and is required to honor the company's legal obligations with respect to maintaining confidentiality of customer information.

Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with Convo. All employees will be judged by the same performance standards and will be subject to Convo's scheduling demands, regardless of any existing outside work requirements. Employees will provide the name of the outside employer, job

description, and work schedule in order for Convo to determine if a conflict exists. Outside employment that constitutes a conflict of interest is prohibited. Employment with any other Video Relay Services Provider in any capacity constitute a conflict of interest.

If Convo determines that an employee's outside work interferes with performance or the ability to meet the requirements of Convo as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Convo. Employees may not receive any income or material gain from individuals outside Convo for materials produced or services rendered while performing their jobs at Convo.

Background Checks

Convo will conduct pre-employment background checks on all applicants who accept an offer of employment to ensure that Convo maintains a safe and productive work environment and to confirm qualifications. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Convo. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and anti-discrimination laws. Reports are kept confidential and are only viewed by Human Resources.

Employee Dating Policy

Convo encourages its supervisors, managers, executives, or other company officials to refrain from engaging in romantic relationships with one another or with any other Convo employees in order to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and dissension that can potentially result from romantic relationships involving supervisory and supervisory employees or certain other employees. Accordingly, supervisors, managers, executives, or other company officials are strongly discouraged from dating or becoming romantically involved with one another or with any other Convo employee.

Any supervisors, managers, executives, or other company officials romantically involved with one another or with any other Convo employee must immediately inform Human Resources via writing. Human Resources will determine whether the relationship presents an actual, perceived, or potential conflict of interest. If an actual,

perceived, or potential conflict exists, Convo may take whatever action it deems appropriate according to the circumstances, up to, and including transfer or discharge. Failure to disclose material facts may lead to disciplinary action, up to, and including termination.

Personal Data Change

In order to aid Convo employees and/or family members in matters of personal emergency, all employee information must be maintained and up-to-date. Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kin and/or beneficiaries should be given to Human Resources immediately. Except for changes in contact information, employee must submit a signed W-4 form with the new information.

Attendance

Convo recognizes that its employees work in a variety of settings, thus reporting for work will constitute various forms depending on employees' positions. Convo employees and supervisors are encouraged to establish a routine form of communication to help clarify whether employees are meeting expectations.

Safety

It is the responsibility of Convo employees to conduct all tasks in a safe and efficient manner. Employees must comply with all occupational safety and health standards, regulations established by the Occupational Safety and Health Act, and state and local regulations. Employees must immediately report any unsafe condition to the appropriate supervisor.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and become familiar with the emergency plan for their working area. Each facility should post an emergency plan detailing procedures in handling emergencies such as fire, weather-related events, medical crises, and more.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including suspension and/or termination of employment.

Workplace Violence Prevention

All employees, customers, vendors, and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated. Convo resources may not be used to threaten, stalk, or harass any employee or individual within the workplace or outside the workplace. Convo treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to Human Resources. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Convo will not retaliate against employees making good-faith reports. Convo is committed to supporting victims of intimate partner violence by providing referrals to Convo's employee assistance program (EAP)

and community resources, and by providing time off for reasons related to intimate partner violence.

Convo will promptly and thoroughly investigate all reports of threats of violence, or incidents of actual violence, and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Convo will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Convo may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending an investigation.

Anyone found to be responsible for threats of violence, or for actual violence, or other conduct in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment. Convo encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. Convo will not discipline employees for raising such concerns. Violations of this policy, including failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

Reporting Accidents and Incidents

Accidents and occupational injury incidents must be reported within 48 hours of your knowledge of the event so that prompt and appropriate remediation can take place.

- Employees should report an occupational injury to their supervisor immediately and seek medical care when necessary.
- Supervisors must provide an injured employee with an Incident Report Form within one business day of learning of the injury. The incident report form can be obtained on Convo Portal or by contacting the Human Resources.
 - The employee must complete the "Employee Information" section.
 - The supervisor must complete the "Supervisor" section.

All and any confidential incidents must be first addressed to Human Resources and will be treated with utmost confidentiality.

Visitors in the Workplace

To provide for the safety and security of employees and the facilities at Convo, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment,

protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Convo's premises, employees should immediately notify their supervisor.

Drug-Free & Smoke-Free Workplace

As a responsible employer, Convo has a vital interest in maintaining safe and efficient working conditions for its employees. It is the intent of Convo to maintain a workplace that is free of illegal drugs and alcohol, and to discourage illegal drug and alcohol abuse by its employees. Substance abuse is incompatible with health, safety, efficiency, and success at Convo. Employees who are under the influence of illegal drugs or alcohol on the job compromise Convo's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in products or service, and disruption of customer relations.

The unlawful manufacture, distribution, dispensing, possession, use of, or being under the influence of alcohol, controlled substances, drugs, narcotics, or any intoxicant is prohibited by any employee of Convo on any company premise, or while conducting company business off premise. Any employee violating any part of this policy is subject to serious disciplinary action, up to and including termination of employment. Convo reserves the right to conduct random employee illegal drug testing and in the event of a work related safety incident Convo reserves the right to request a drug test.

Convo supports programs aimed at the prevention of substance abuse by Convo employees. Employees are encouraged to seek assistance for substance-dependency problems. Employee-assistance counseling and leaves of absence to attend rehabilitation programs are appropriate means for dealing with these problems.

In consideration of non-smokers, Convo offices are smoke-free. Those who do smoke are requested to do so outdoors or in designated areas. Employees at client sites will follow the smoking regulations where they are assigned. This policy applies equally to all employees, customers, and visitors.

Weapons-Free Workplace

To ensure that Convo maintains a workplace safe and free of violence for all employees, the company prohibits the possession and/or use of dangerous weapons on company property. All Convo workers are subject to this provision, including contract workers and temporary employees, as well as visitors and customers on company property. A license to carry the weapon on company property does not supersede company policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination. “Company property” is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the company’s ownership or control. This policy applies to all company-owned or leased vehicles and all vehicles that come onto company property.

“Dangerous weapons” include firearms, explosives, knives, and other weapons that might reasonably be considered dangerous or that could cause harm. Employees are responsible for making sure they do not possess, on company property, any item prohibited by this policy. Employees have a limited expectation of privacy on Convo property. As such, Convo reserves the right at any time and at its discretion to search all company-owned or leased vehicles and all vehicles on company property, plus packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

To maintain a safe workplace for everyone, all employees are discouraged from mailing, or requesting to have personal items mailed to any of Convo offices and centers, unless otherwise discussed and approved by the employee’s direct supervisor.

This policy is administered and enforced by the Human Resource team. Anyone with questions or concerns specific to this policy should contact Human Resources.

Personnel Records

Human Resources maintains individual personnel records for each employee with such items as resumes, applications, benefit forms, attendance records, performance evaluations, personnel actions, disciplinary actions, and administrative information. These confidential records are available for inspection only by properly designated

individuals. Employees may inspect their own personnel file by contacting Human Resources.

Electronic Communications

Electronic communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks are property of Convo. Employees may use various methods to communicate internally with co-workers or externally with customers, suppliers, vendors, advisors, and other business acquaintances for business purposes. Although an employee may have an individual password to access our equipment, all electronic communications contained in company equipment are company records and/or property. Convo personnel are thus advised to refrain from the use of personal email accounts on Convo-provided equipment and to refrain from company communication on personal cell phones. Where employees choose to use personal e-mail accounts on company property, it is the preferred policy of Convo to respect employee privacy as much as is feasible, but Convo cannot assure it.

Use of Equipment

Equipment used in order of accomplishing job duties is expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees should notify their supervisor if any equipment, machines, tools, or other is damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Specific questions about an employee's responsibilities regarding maintenance and care of equipment used on the job may be answered by their supervisor. Improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.

Convo is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

Employment Status, Performance, Wage, and Hours Policies

Employment Classifications

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are not exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professionals, administrative or technical staff who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Convo has established the following categories for both nonexempt and exempt employees:

Full Time Employees (FT)

Full Time employees will work on a flexible work schedule agreed upon with their respective supervisors. Full Time employees receive company benefits.

Part Time Employees (PT)

Part Time and Temporary employees are used for positions that are created and filled on an as-needed basis. Part Time employees are not entitled to any benefits, unless specifically stated otherwise in company policy or are deemed eligible according to plan documents.

General Benefit Employees (GBS)

GBS employees are hired on limited availability. For GBS benefits and additional employment expectations, GBS employees should check with their team manager or director. Generally, all hourly employees are hired under GBS status.

Upon hire, the hiring manager will notify you of your employment classification.

Pay Policy and Payday

Salary payment is made biweekly for base salary due up to the pay date. Paydays are usually biweekly on every other Friday. Overtime payment, which is included with a nonexempt employee's base salary payment, is also paid biweekly with such payment covering hours worked in the prior pay period. If the normal payday falls on a company-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

It is the company's policy that employee payment will only be made electronically through Direct Deposit on the bank account under the financial institution provided by the employee upon hire. Employees may be paid through direct deposit of funds to either a savings or checking account at the financial institution of their choice. Upon request, Direct Deposit vouchers will be mailed to employee's home address every pay period.

The biweekly Payroll Calendar is updated every year and is posted in the Convo Portal.

Review Your Pay Check

Convo makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Employees are asked to review their pay check when they receive it to make sure it is correct. If an employee believes a mistake has occurred, or has any questions about their paycheck, please contact payroll@convorelay.com. Employees are encouraged to review their Check Stubs through PayChex at each payday weekend. Additionally, any employee can request an electronic copy of their bi-weekly Check Stubs by emailing the request to hr@convorelay.com.

Payroll Deductions and Setoffs

Convo is required to deduct federal and state withholding taxes from employees' paychecks each pay period. The amount of tax deducted is determined by the amount of earnings and the number of dependents or other deductions reported on the employee's W-4 form and state tax withholding forms. Social Security (FICA) taxes, as well as any wage garnishments, to the extent required by law, are also deducted from the employee's paycheck. If an employee elects to participate in benefit programs, the employee's contribution will be deducted from the employee's paycheck each pay period. Each employee is responsible for ensuring that deductions are correct, the

appropriate amount of taxes are being withheld, and taxes are being withheld for the appropriate state.

The FLSA also governs the types of deductions that can be made from employees' salaries and improper deductions are prohibited. If an employee believes that a deduction has been improperly taken, the employee should contact Human Resources and any improper deductions will be rectified promptly.

Pay setoffs are pay deductions taken by Convo usually to help pay off a debt or obligation to Convo or others and will be made where applicable in compliance with federal and state law. When a pay setoff is applicable, employees will be notified of the need for the pay setoff.

Upon an employee's termination of employment, the employee hereby authorizes Convo to deduct any outstanding debts owed to Convo by employee for any salary or leave advances, indebtedness to Convo for any reason, or for the replacement of any Convo equipment entrusted to but not returned to the company by the employee.

Job Descriptions

Each position at Convo will be governed by a job description. The description provides each employee with a non-exhaustive summary of their work and a description of their typical duties with the understanding that each position includes other duties as assigned by management in the best interests of Convo. Job descriptions are provided so that employees know their specific job responsibilities, to avoid misunderstandings about the duties to be performed, and to provide a basis for employees and their supervisors to discuss duties, responsibilities, and performance expectations. Employees wishing to review their job description may ask for it at any time from their supervisor or Human Resources. The supervisor, if asked, for the job description is encouraged to contact Human Resources to ensure they have the correct job description.

Performance Reviews

Convo strives to be a meritocracy. Performance reviews are confidential discussions between the employee and their supervisor. Performance reviews are conducted on a calendar year basis and include a mid-year and final year review. The purpose of the review is to evaluate the employee's current level of performance and to examine the progress the employee has made since the last review. The performance review provides a formal opportunity to discuss past performance, competency, professional

growth, and career and performance objectives for the coming year. The performance management process embodies a 360° perspective in which feedback on performance is derived from the employee, the supervisor, the employee's co-workers, and consumers or clients.

Each employee has an opportunity to sign the performance review, indicating only that he or she has had the opportunity to review the document. Each employee is encouraged to provide their own written comments. Positive performance reviews are not a guarantee of a pay increase, but are incorporated in a variety of factors used to evaluate compensation.

Employee Benefit Programs

Workers' Compensation Insurance

As required by law, Convo provides Workers' Compensation Insurance in the event an employee should become ill or sustain an injury directly related to work at Convo. There is no cost to the employee for this insurance. An employee who is injured on the job must inform their supervisor immediately.

All injuries, accidents, or illnesses incurred while working, no matter how slight they may appear, must be reported to a supervisor and to Human Resources immediately. Emergency assistance can be obtained by dialing 911. Payment of insurance claims may depend on how rapidly an injury, accident, or illness was reported.

Unemployment Insurance

All contributions to state and federal unemployment insurance funds are made by Convo. State unemployment insurance officers determine unemployment insurance benefits, so benefit rates may vary state by state.

Process for Time Off and Vacation Requests

Convo believes that each employee should have the flexibility to meet their life and work demands.

To schedule time off or vacation time, employees should submit a request for time off by sending an email to the supervisor at least two weeks before the requested leave. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation leave is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

Jury Duty

Full Time employees subpoenaed for jury duty will be excused from work and receive regular pay while appearing in court for matters in which they are chosen to serve as a juror and for up to five (5) days. Part Time, benefit-eligible employees subpoenaed for jury duty will be excused from work and receive regular pay while appearing in court for matters in which they are chosen to serve as a juror for up to two days and a half (2.5). Employees called to court must submit a copy for the file of the jury duty summons to their supervisor as promptly as possible. Employees called to jury duty but who are not actually chosen to sit for a trial will be expected to return to work when excused by the court during regular business hours.

Furthermore, the employee's presence at Convo, when excused by the court, is mandatory to ensure paid leave. Employees needing more than three days off for court responsibilities must notify their supervisors immediately.

Voting Leave

All employees should be able to vote either before or after regularly assigned work hours. Almost all states have polling places open from 7AM to 8PM. However, when it is not possible to vote before or after work hours due to assigned work schedules, employees will be granted up to two hours during the work day to vote. Employees must request this time off seven days in advance from their supervisor. Voting leave requests will be handled on a case-by-case basis. Paid time off for voting should be reported and coded appropriately on timekeeping records. If time off is paid, Convo requests that the employee obtain and show proof or receipt of vote.

Leave of Absence/Unpaid Personal Leave

Employees who require time off in addition to vacation may request a personal leave of absence without pay for a duration approved by the direct supervisor and the Human Resources team. All Full Time employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment unless they have been granted an extension of leave. Extensions of leave will only be considered on a case-by-case basis.

Family and Medical Leave of Absence (FMLA)

General Provisions

Under this policy, Convo will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for at least 12 months or 52 weeks.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.

Types of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, registered domestic partner, child, or parent with a serious health condition.
- The serious health condition of the employee.

Employees with questions about what illnesses are covered under this FMLA policy or are encouraged to consult with Human Resources.

Qualifying exigency leave for families of members of the National Guard or reserves or of a regular component of the armed forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, registered domestic partner, son, daughter, or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to

or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- Short-notice deployment
- Military events and activities
- Child care and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

An employee whose son, daughter, parent, or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above under this policy during any 12-month period. Convo will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, Convo will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

If spouses or registered domestic partners both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, they may only take a combined total of 12 weeks of leave. If spouses or registered domestic partners both work for the company and each wishes to take leave to care for a covered injured or ill service member, they may only take a combined total of 26 weeks of leave.

Employee Status and Benefits during Leave

While an employee is on leave, Convo will continue to pay the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The employee will be responsible for payment of his or her share of the premiums for medical, dental, and vision insurance for the leave. Benefits will be discontinued if the required payments are not received within 30 days of the due date, following the standard payroll deduction schedule. In such instances employees will be offered health care continuance under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Use of Paid and Unpaid Leave

All PTO/CTO runs concurrently with FMLA Leave. PTO/CTO will be used when the employee uses FMLA in accordance with company leave policy – in full or half day increments. Any FMLA leave used in other increments will be considered leave without pay, while still being counted as FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification for the Employee's Serious Health Condition

Convo will require certification for the employee's serious health condition, a family member's serious health condition, qualifying exigency for military family leave, or serious injury or illness of a covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification

Convo may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the company receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, Convo may

request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide Human Resources with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, Human Resources will provide the employee with the DOL notice of eligibility and rights.

When the need for the leave is foreseeable, the employee must provide Convo with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Convo's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate FMLA request form, Human Resources will provide the employee with a written response to the employee's request for FMLA leave including FMLA eligibility, rights and responsibilities.

Intent to Return to Work from FMLA Leave

Convo may require an employee on FMLA leave to report periodically on his or her status and intent to return to work.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

Convo recognizes that events may arise during a career that causes employees to leave their employment. Congress enacted COBRA in 1986 to protect employees and their families from losing their health insurance benefits. This may include times of voluntary or involuntary job loss, reduction in the hours worked, transition between jobs and in certain other cases. COBRA provides a mechanism to those who lose their health benefits to choose to purchase group health benefits for a temporary period of time provided by the plan under certain circumstances. Within the time period prescribed by law, after separation, the employee will be provided with a letter outlining the steps that need to be taken in order for the employee to be able to obtain continuing health benefits. For further information on COBRA benefits, see <http://www.dol.gov/ebsa/pdf/fsCOBRA.pdf>.

Maternity/Paternity Leave

Maximum Length

Employees who do not qualify for FMLA leave are granted maternity or paternity leave. The maximum length of pregnancy leave allowed is six (6) weeks. If the employee needs a longer leave due to medical complications, the employee should notify Convo as soon as possible. If the employee does not intend to return to work, notice should be given as soon as the possible. Spouses/fathers/domestic partners may take leave to care for a new child on the same terms as provided above for the mother; however, both parents may not take leave simultaneously under this policy.

Written Request

A written request for pregnancy leave or paternity leave must be submitted within a reasonable time. The employee must submit a written doctor's statement, indicating the anticipated delivery date. The employee should inform Convo of the expected duration of the leave so that Convo may plan around the absence efficiently until the employee's return.

At their option, the employee may continue to work up to the delivery date, depending upon the employee's medical circumstances and the nature of the employee's job. In the event the pregnant employee is physically incapable of performing her regular job duties at any time during her pregnancy, the employee may request that the employee be placed on unpaid pregnancy leave. An advance notice of a minimum of one (1) week should be given, accompanied by a statement from the employee's physician attesting to the employee's incapacitation.

While an eligible employee is away from work on an approved pregnancy leave of absence, she or he continues to participate in Convo's company employee benefit programs. Convo will endeavor to return the employee to the same or equal job she or he had before taking pregnancy leave. Although Convo does not guarantee a return to the identical job, the employee will suffer no loss in seniority.

The employee will be responsible for payment in advance of his or her share of the premiums for medical, dental, and vision insurance for the leave. Benefits will be discontinued if the required payments are not received within 30 days of the due date. In such instances employees will be offered health care continuance under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Procedure for Requesting a Reasonable Accommodation

As previously indicated Convo abides by the Americans with Disabilities Act and does not discriminate or retaliate against individuals with disabilities. In the event an employee discloses a disability and seeks an accommodation that will enable the person to perform the essential functions of the position, the employee will submit a request and supporting medical documentation to the supervisor to begin the interactive process. During the interactive process, communication is critical between the supervisor and the employee to determine the accommodation that will be effective. Once the employee has submitted adequate medical documentation that they have a covered disability, the employee and the supervisor will meet to propose, discuss, and agree upon whether an accommodation will be provided and what that accommodation will be. There is no specific time frame, but Convo and the employee will work to resolve the request within a reasonable time frame.

Workplace Expectations and Miscellaneous Company Policies

Professionalism

Employees are expected to conduct themselves in accordance with the highest principles of good personal, professional, and business ethics. Employees must treat fellow employees, customers, and the public with respect and courtesy, give accurate and honest information of records appropriate for release, avoid misuse of time, property, and resources and follow sound safety and accident prevention practices.

The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- Convo will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the company, to the public and fellow employees.

The company maintains a business casual environment. While keeping the company's "Be you" philosophy in mind, all employees are responsible for wearing attire that is appropriate for the office and customer interaction. Additional dress codes may apply as specified in department-specific guidelines.

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. While at work, you are required to be clean, dressed appropriately and well groomed. Additional hygiene and scent policies may apply as specified in department-specific guidelines.

Compliance with TRS Rules

Our industry is closely monitored and regulated by the Federal Communications Commission (FCC). The FCC periodically issues rules and regulations which restrict certain practices within the industry. As a model of ethical business, Convo and all of its employees and contractors will at all times abide by FCC rulings, laws, and regulations that affect the industry. To that end Convo has developed a VRS Compliance Manual (<https://drive.google.com/a/convorelay.com/file/d/0B8nfegSos1eCQi1LZjJHRzYyOWM/view>) and a Compliance Plan (<https://drive.google.com/a/convorelay.com/file/d/0B8nfegSos1eCZDZhejJ4ZzJvQ1k/view>)

Convo employees are strictly required to comply with all provisions in the Convo VRS Compliance Manual and Compliance Plan. Furthermore, Convo employees are expected to keep up to date with any new FCC VRS rulings, laws and regulations, and help other Convo employees and contractors comply with these requirements. Please direct any questions to the Convo General Counsel and Legal Compliance and Policy Manager.

Your Convo Work Phone Number (WPN)

All Convo employees are required to use their Convo work number whenever they use Convo VRS for a call related to the business of Convo, whether they are in the workplace or not.

Human Resources (HR) will ensure all covered Convo personnel have a Convo work number and that the number is included in an internal database which excludes any VRS calls, made to or from all Convo work numbers, from being submitted for compensation by Convo. You must use your Convo work number whenever you use Convo VRS for Convo-related business.

If you are eligible to use VRS, you may register for a separate Convo number to make VRS calls that are personal and not related to the business of Convo. To ensure the privacy of your personal or non-Convo business related VRS calls, you should use your personal number to make those VRS calls. You may not use a Convo personal number to make VRS calls related to the business of Convo. Your personal number is not included in the Convo internal database.

Covered independent contractors will also be assigned a Convo work number if they are required to use Convo VRS for calls related to the business of Convo, whether they are in the workplace or not.

HR will deactivate and remove from the internal database all terminated employees' and independent contractor's Convo work numbers.

Non-Solicitation and Non-Distribution

Convo believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. During work hours employees should not engage in activities that interfere with any work related activities. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of other's job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during their work time, which includes the working time of the employee who seeks to solicit and the

employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunchtime and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights.

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the employees are on working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Inappropriate literature is prohibited, e.g. literature that violates the company's non-harassment and discrimination policies; items of a defamatory nature, items that include threats of violence, unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict an employee's statutory rights.

Social Media—Acceptable Use

It is in Convo and the Employee's best interest to carefully monitor what is shared on social media and maintain social etiquettes and respect to our communities and Convo users.

Below are guidelines for social media use:

Employees may not post financial, confidential, sensitive, or proprietary information about the company, Convo users, employees, or applicants.

Employees may not post obscenities, slurs, or personal attacks that can damage the reputation of the company, Convo users, employees, or applicants.

Employees who choose to share their social media pages with co-workers should consider how language and ideas expressed on their pages may impact their relationships with co-workers at the workplace.

When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, "The opinions expressed on this site are my own and do not necessarily represent the views of Convo."

Convo may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

Confidentiality

Convo employees shall hold in a fiduciary capacity for the benefit of Convo all secret or confidential information, knowledge, or data which shall have been obtained by the employee during employment and which shall not be or become public knowledge (other than by acts by the employee or the employee's representatives in violation of this policy). "Confidential information", as referred to here, means information not generally known outside Convo. Employees may be required to sign a non-compete and/or a nondisclosure agreement as a condition of employment, in accordance with state and federal law.

Such confidential information includes, but is not limited to, the following examples:

- Trade secrets or technical information
- Computer processes
- Customer lists
- Customer preferences
- Marketing strategies
- Financial records

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Further detail on non-disclosure is contained in Proprietary Information and Inventions Agreement which is attached to this as Appendix I.

Conflict Resolution Procedure

Convo maintains an open door communication policy. Employees who believe they have a valid work-related problem or who would like advice and counsel are encouraged to discuss problems with Convo management without fear of reprisal. If a difficult or challenging situation arises, employees are urged to discuss it with their own supervisor first. Employees should request a meeting with Human Resources if the supervisor cannot resolve the situation. Every reasonable effort should be made to resolve the matter at the supervisory or Human Resources level.

All matters involving issues of race, color, religion, age, sex, national origin, or marital status should be resolved following the details outlined in the Equal Employment/Affirmative Action Employer, and Harassment and Discrimination policies.

Computer and Email Usage

Computers, computer files, the email system, and software furnished to employees are Convo property intended for business use. Employees may not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

Convo strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Convo prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. Convo prohibits the illegal duplication of software and its related documentation.

Employees must notify their immediate supervisor and the Human Resources upon learning of violations of this policy.

Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by Convo to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. All Internet usage is limited to job-related activities. Personal use of the Internet is not permitted.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Convo and,

as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of the Company. As such, Convo reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

Abuse of the Internet access provided by Convo in violation of law or Convo policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Refusing to cooperate with a security investigation
- Jeopardizing the security of the organization's electronic communications systems
- Passing off personal views as representing those of the organization
- Engaging in any other illegal activities

Employee Travel

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the company.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Reimbursement Form and supporting documentation to obtain reimbursement of expenses. For more details, refer to the company intranet for detailed travel policies, procedures and authorization and reimbursement forms.

Exempt employees will be paid their regular salary for weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

Convo will reimburse you only for pre-approved travel costs. There are specific reimbursements for per diem and mileage.

Per diem rates for meals are:

- Breakfast - \$8
- Lunch - \$12
- Dinner - \$20

The mileage reimbursement rate is 45 cents per mile.

Leaving Convo

Employees planning to leave Convo are requested to write a letter of resignation to their supervisor. All management personnel are requested to give one month's notice, if at all possible. All other personnel are requested to give two weeks' notice. This includes the smooth transition of all work and returning all company property as applicable. A minimum of two weeks' notice is considered reasonable.

All company property must be returned at the end of employment. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse. Employees should also update all personal information with Human Resources. Accurate information ensures Convo's ability to contact you regarding payroll or benefits issues that may arise after your last day at Convo. Employees separating from Convo will be paid for all accumulated unused vacation and/or personal time (if applicable) the next scheduled payday.

Procedure for leaving Convo

Listed below are the procedures for leaving Convo:

- The employee will attend an exit interview with a member of the executive management team.
- The employee must return all corporate credit cards, keys, and Convo or client property to Human Resources during the exit interview or the value of these items will be deducted from the employee's final paycheck.
- The employee must complete an accounting of all funds advanced or owed, if any, and the employee agrees that any funds owed to Convo will be deducted from the employee's final paycheck which will be issued on the next regularly scheduled pay date unless state law requires otherwise.
- The employee will be informed of final dates of insurance coverage, options for insurance continuation, and any earned leaves for which he or she may be eligible.
- The employee will be requested to submit a final forwarding address, if that is different from the current mailing address.

Acknowledgement of Receipt of Handbook

I acknowledge that I have been provided electronic access to Convo Employee Handbook. I understand that as part of my job I am expected to know and follow these policies and review the handbook on a periodic basis for updated information. I agree that I have read and will comply with this Employee Handbook. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

I further understand that I have an affirmative obligation to report promptly any misconduct in violation of these policies and am obligated to report any conduct in violation of the policy against harassment and discrimination to management and the Human Resources. In addition, I understand that Convo policies prohibit any retaliation against those making good faith complaints under this policy.

Convo is an at-will employer. This means that regardless of any provision in this employee handbook, either I or the company may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this employee handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will. I also understand that if I engage in conduct prohibited by these policies, I will be subject to disciplinary action, up to and including discharge.

NAME

EMPLOYEE SIGNATURE

DATE

Proprietary Information and Inventions Agreement

Effective as of the first day of my employment with Convo, a Delaware limited liability company (the **Company**) the following confirms an agreement between the Company and me, the individual identified on the signature page to this Agreement. This Agreement is a material part of the consideration for my employment and continued employment by the Company as applicable. In exchange for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. No Conflicts. I have not made and agree not to make any agreement, oral or written, that is in conflict with this Agreement or my employment with the, as applicable. I will not violate any agreement with or the rights of any third party. When acting within the scope of my employment (or otherwise on behalf of the Company, I will not use or disclose my own or any third party's confidential information or intellectual property (*collectively, Restricted Materials*), except as expressly authorized by the Company in writing. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Inventions.

a. Definitions. *Intellectual Property Rights* means, but is not limited to, any and all patent rights, copyright rights, mask work rights, trade secret rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor). Invention means, but is not limited to, any idea, concept, discovery, invention, development, technology, work of authorship, trade secret, software, firmware, tool, process, technique, know-how, data, plan, device, apparatus, architecture, specification, design, circuit, layout, mask work, algorithm, program, code, documentation, or other material or information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all versions, modifications, enhancements and derivative works thereof).

b. Assignment. To the fullest extent under applicable law, the Company shall own all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company, as applicable, and which arise out of research or other activity conducted by, for or under the direction of the Company (whether or not conducted at the Company's facilities, during working hours or using Company assets), or which relate to any Proprietary

Information (as defined below). I will promptly disclose and provide all of the foregoing Inventions (the *Assigned Inventions*) to the Company. I hereby make and agree to make all assignments to the Company necessary to accomplish the foregoing ownership. Assigned Inventions shall not include any Invention (i) that I develop entirely on my own time, without use of any Company assets and (ii) which does not relate to any Proprietary Information. Also, in the case where I am concurrently a student at, or employed as research staff or a faculty member of, any college or university (*University*), then Assigned Inventions shall not include any Invention that (i) is owned by University pursuant to any inventions agreement between me and University or otherwise and (ii) does not arise out of research or other activity conducted by me for, or under the direction of, the Company.

c. Assurances. I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company as my agent and attorney-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

d. Other Inventions. If I wish to clarify that something created by me prior to my employment that relates to the Company's actual or proposed business is not within the scope of this Agreement, I have listed it in an Appendix. If (i) I use or disclose any Restricted Materials when acting within the scope of my employment (or otherwise on behalf of the Company), or (ii) any Assigned Invention cannot be fully made, used, reproduced or otherwise exploited without using or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such Restricted Materials and Intellectual Property Rights therein. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

e. Moral Rights. To the fullest extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like (collectively, *Moral Rights*). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company.

1. Proprietary Information

I agree that all Assigned Inventions and all other business, technical and financial information, including the identity of and information relating to the Company's employees, Affiliates and Business Partners (as such terms are defined below), which I

develop, learn or obtain during my employment that relate to the Company or the business or demonstrably anticipated business of the Company, or that are received by or for the Company in confidence, constitute *Proprietary Information*. I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. Proprietary Information will not include information that I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (a) my compensation records, (b) materials distributed to shareholders generally and (c) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to the Company's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, electronic mail messages and voice messages), and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

1. Restricted Activities.

For the purposes of this Section 4, the term Company includes the Company, and all other persons or entities that control, are controlled by or are under common control with the Company (*Affiliates*).

a. Definitions. *Any Capacity* includes, without limitation, to (i) be an owner, founder, shareholder, partner, member, advisor, director, consultant, contractor, agent, employee, affiliate or co-venturer, (ii) otherwise invest, engage or participate in, (iii) be compensated by or (iv) prepare to be or do any of the foregoing or to assist any third party to do so; *provided*, that the term Any Capacity will not include being a holder of less than one percent (1%) of the outstanding equity of a public company. *Business Partner* means any past, present or prospective customer, vendor, supplier, distributor or other business partner of the Company with which I have contact during my employment. *Cause* means to recruit, employ, retain or otherwise solicit, induce or influence (or to attempt to do so). *Solicit* means to (i) service, take orders from or solicit the business or patronage of any Business Partner for myself or any other person or entity other than the Company, (ii) divert, entice or otherwise take away from the Company the business or patronage of any Business Partner, or to attempt to do so, or (iii) to solicit, induce or encourage any Business Partner to terminate or reduce its relationship with the Company.

b. Acknowledgments. I acknowledge and agree that (i) the Company's business is highly competitive, secrecy of the Proprietary Information is of the utmost importance to the Company and I will learn and use Proprietary Information in performing my work for the Company and (ii) my position will require me to establish goodwill with Business Partners and employees on behalf of the Company and such goodwill is extremely important to the Company's success.

c. As an Employee. During my employment with the Company, I will not, directly or indirectly (i) Cause any person to leave his or her employment with the Company (other than terminating subordinate employees in the course of my duties for the Company), (ii) Solicit any Business Partner or (iii) act in Any Capacity in or with respect to any commercial activity that competes or is reasonably likely to compete with the Company (a *Competing Business*).

d. After Termination. For the period of 1 year immediately following termination of my employment with the Company (for any or no reason, whether voluntary or involuntary), I will not, without the prior written consent of the Company, directly or indirectly (i) Cause any person to leave his or her employment or contractual relationship with the Company, or (ii) Solicit any Business Partner or Affiliate of the Company.

e. Enforcement. I understand that the restrictions set forth in this Section 4 are intended to protect the Company's interest in its Proprietary Information and established relationships and goodwill with employees and Business Partners, and I agree that such restrictions are reasonable and appropriate for this purpose. If at any time any of the provisions of this Section 4 are deemed invalid or unenforceable or are prohibited by the laws of the state or place where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement. The Company and I agree that the provisions of this Section 4, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

1. Survival

I agree that my obligations under Sections 2, 3 and 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason, and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers. My obligations under Sections 2, 3 and 4 also shall be binding upon my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company, its Affiliates, successors and assigns. This Agreement may be freely assigned by the Company to any third party.

1. General provisions.

This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written) between me and the Company or about the subject matter of this Agreement. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the

State of Texas without regard to the conflict of laws or choice of laws provisions thereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable. I also understand that any breach or threatened breach of this Agreement will cause irreparable harm to the Company for which damages would not be an adequate remedy, and, therefore, the Company will be entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies.

In consideration and my implicit understanding hereof, I have duly executed the Employee Handbook to which this Agreement is attached as Appendix I.