

Employee Handbook - RiseThink LLC

Employee Handbook

RiseThink LLC

Revised 2/8/2012

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Required Policies

Introductory Statement

Welcome to RiseThink LLC.

On behalf of all of us, best wishes for a long and rewarding career with RiseThink LLC. As an employee of RiseThink LLC, you are an important member of a team effort. We hope you will find your position with our company rewarding, challenging and productive.

We think you will find us a unique group of people. We believe that work should be more than just a way to make a living; rather, we think that the role of each of us at RiseThink LLC should lead to our personal growth and fulfillment. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company. We strive for perfection, and we know we can always improve.

To run an organization, some rules and procedures are necessary. However, we try to keep bureaucracy to a minimum. Certain standards apply to every individual at our Company. This guide emphasizes that there can be no deviation from the basic rules.

We recommend that you read this guide on your first day with us. Then set it aside for a few days. As questions occur, jot them down and see if you can find the answers in this guide. If not, don't be hesitant about asking your immediate supervisor for clarification. Now is the time to get it all straight.

Good luck!

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. The HR department will be happy to answer any questions you may have.

Right to Revise

This employee handbook contains the employment policies and practices of RiseThink LLC in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

RiseThink LLC reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the president of RiseThink LLC.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and RiseThink LLC as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

At-Will Employment Status

RiseThink LLC personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or by RiseThink LLC. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of RiseThink LLC has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President or CEO of RiseThink LLC has the authority to make any such agreement, which is binding only if it is in writing.

Anti-Harassment

RiseThink LLC is committed to providing a work environment free of harassment, disrespectful or other unprofessional conduct. Company policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. **All conduct violates company policy.** RiseThink LLC's anti-harassment policy applies to all persons involved in the operation of RiseThink LLC and prohibits harassment, disrespectful or unprofessional conduct by any employee of RiseThink LLC, including supervisors and managers, as well as vendors, customers, independent contractors and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

RiseThink LLC has a **zero tolerance** for acts of Harassment, without exception.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment;-and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by company policy.

If you believe that you have been the subject of harassment or other prohibited conduct, bring your complaint to your own or any other Company supervisor, the president or the personnel administrator of RiseThink LLC as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all complaints involving harassment or other prohibited conduct to the personnel administrator, investigative officer or the president of RiseThink LLC. RiseThink LLC will immediately undertake an effective, thorough and objective investigation of the allegations.

If RiseThink LLC determines that harassment or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by RiseThink LLC to be responsible for harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise all parties concerned of the results of the investigation. RiseThink LLC will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

RiseThink LLC encourages all employees to report any incidents of harassment or other prohibited conduct forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed below or you can search the following link:

<http://www.dfeh.ca.gov/>
Fresno
1277 E. Alluvial Avenue, Suite 101
Fresno, CA 93720
(559) 244-4760

Equal Employment Opportunity (5 or More Employees)

RiseThink LLC is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender, (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, including cancer and genetic characteristics, genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is **unlawful**.

RiseThink LLC is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in Company operations and prohibits unlawful discrimination by any employee of RiseThink LLC, including supervisors and coworkers.

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To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, RiseThink LLC will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the HR department at 877-673-7059. RiseThink LLC will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If RiseThink LLC determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. RiseThink LLC will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

Hiring

Immigration Law Compliance

RiseThink LLC does not unlawfully discriminate on the basis of citizenship or national origin but, at the same time is committed to employing only the U.S. citizens and aliens who are authorized to work in the U.S. In compliance with the Immigration Reform and Control Act of 1986, 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.

New Hires

The first thirty days, (30), of continuous employment at RiseThink LLC is considered an introductory or probationary period. During this time you will learn your responsibilities, get acquainted with fellow employees and with the company.

Completion of the introductory period does not entitle you to remain employed by RiseThink LLC for any definite period of time. Your status as an at-will employee does not change—the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

After completion of the probationary period, eligible employees will receive the benefits described in this handbook.

Job Duties

It is the policy of our company that hiring decisions for professional employee be based on objective evaluation of our personnel needs. Potential employees should possess the appropriate experience and skills to perform competently.

New employees are encouraged to read the Employee Handbook thoroughly and be informed of our policies and procedures.

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or RiseThink LLC. Your cooperation and assistance in performing such additional work is expected.

RiseThink LLC reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 30 hours per week.. Part-time employees are not eligible for company benefits, except the \$100 yearly office supply fund.

Interns normally work fewer than 20 hours per week, but are still considered part-time employees.

Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 30 hours or more per week. Following the completion of the introductory period, regular full-time employees are eligible for most employee benefits described in this handbook.

Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

Regular Employees

Regular employees are those who are hired to work on a regular schedule, normally 30 + hours per work week. Regular employees may be classified as full-time or part-time.

Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the HR Department for information regarding the possibility of COBRA benefits.

Exempt vs Non-Exempt

Nonexempt employees

1. Earn overtime pay

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2. CA Overtime Pay

Hours worked	Base Rate Multiplier
Beyond 8 in one workday	1.5
Beyond 12 in one workday	2
Up to 8 hours on 7 th consecutive day of workweek	1.5
Beyond 8 on 7 th consecutive workday in workweek	2
Beyond 40 straight-time hours in 1 workweek	1.5

Overtime hours worked on one day do not count towards the 40 hours of straight time during the week.

1. This prevents “pyramiding” of overtime
3. Receive payment of at least minimum wage
4. Must take meal and rest periods

Exempt employees

- ♦ Typically hold managerial-level positions and assume responsibility for getting their jobs done regardless of the time it takes them
- ♦ Don't keep time records for purposes of recording overtime

There are additional conditions that must be met in order to meet “exempt status”

- Executive/managerial
- Licensed professional
- Outside salesperson

Leaves of Absence

Leaves of Absence

RiseThink LLC may grant leaves of absence to employees in certain circumstances. Request any leave in writing as far in advance as possible, keep in touch with your supervisor or the Human Resources department during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or the personnel office, the Company will assume that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will resume all aspects of your employment status that existed prior to the start of your leave.

Health Insurance Premium

RiseThink LLC will continue to pay the company's match for Health Insurance for a period of 3 months for Medical Leave and up to 1 month for Personal Leave. Employee is required to pay for their share of the premiums during any leave.

However, you may self-pay the premiums under the provisions of COBRA of 1985. The personnel manager can give you additional information.

Family/Medical Leave

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period.

Paid Family Leave

If you take a leave under this provision that qualifies you for payments for PFL, you will be required to use any accrued and unused vacation or PTO, up to a maximum of two weeks, so long as you are not receiving wage replacement through an employer-provided benefit. For additional information, please contact your supervisor for an informational brochure concerning your rights under the PFL program. Review this handbook regarding your eligibility for a leave of absence.

Reporting Absences

Short Term Absences

If illness or other unavoidable reasons compel you to be absent, advise the office or your supervisor on the job as early as possible so that steps can be taken to facilitate completion of your assignments.

Long Term Absences

Report to your immediate supervisor as soon as you know you will be absent from work for an extended period of time.

Pregnancy Disability Leave (5 or More Employees)

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise the Human Resources department as early as possible. The individual should make an appointment with the personnel manager to discuss the following conditions:

- Employees who need to take pregnancy disability must inform RiseThink LLC when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide RiseThink LLC with a certification from a health care provider. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave.
- Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to 12 weeks. Part-time employees are entitled to leave on a pro rata basis. The 12 weeks of leave includes any period of time for actual

disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Coordination of PDL with FML

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, RiseThink LLC will maintain group health insurance coverage for up to a maximum of 12 workweeks, (if such insurance was provided before the leave was taken), on the same terms as if you had continued to work. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California Law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave that the Company may provide and for which you are eligible. In some instances, the Company may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after 12 workweeks, you may continue your group health insurance coverage through RiseThink LLC in conjunction with federal COBRA guidelines by making monthly payments to RiseThink LLC for the amount of the relevant premium. Contact the personnel manager for further information.

Vacation

Because we believe vacations are necessary to permit one to refresh physically and mentally, you are always welcome to request personal days off. Occasionally, special work requirements may call for cancelling vacation plans. In this case, a credit will be made for the time lost at a later date.

If you choose to take time off for a vacation, please have the dates available and sent to your Project Manager and Account Executive no later than 2 weeks before the required day/days off (via Email). Any date requested less than 2 weeks from the desired time off, will be up to the discretion of the current management team.

Sick Leave

RiseThink LLC does not provide Sick Leave Benefits.

RiseThink LLC will continue to pay the company's match for Health Insurance for a period of 3 months. Employee is required to pay for their share of the premiums.

Personal Leave

A personal leave of absence without pay may be granted at the discretion of RiseThink LLC. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks.

Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay. Vacation time is treated as an excused absence without pay.

Concurrent Personal and Family/Medical Leave

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period.

Health Insurance premiums while on Personal Leave

RiseThink LLC will continue to pay the company's match of insurance premium for up to 1 month. Employee is responsible to pay for their share of the premium.

Domestic Violence and Sexual Assault Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence or sexual assault victim

advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

RiseThink LLC will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

Domestic Violence and Sexual Assault Leave for Treatment

Employees who are victims of domestic violence are eligible for unpaid leave for any of the following:

- To seek medical attention for injuries caused by domestic violence or sexual assault;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence or sexual assault;
- To obtain psychological counseling related to experiencing domestic violence or sexual assault;
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence or sexual assault victim advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

RiseThink LLC will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act of 1993 for eligible employees.

Jury Duty and Witness Leave

RiseThink LLC encourages employees to serve on jury duty when called. Non-Exempt employees will not receive compensation for time off. Exempt employees will receive full salary for up to one work week. After the first week, Exempt employees will not be compensated for time off. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received.

You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

You may retain any mileage allowance or other fee paid by the court for jury services.

Military Leave

Employees who wish to serve in the military and take military leave should contact the HR Department at 877-673-7059 for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to both their supervisor and the HR Department at 877-673-7059 within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take unpaid time off as follows:

Employees may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.

During the leave for organ/bone marrow donors, RiseThink LLC will continue to provide and pay for the company's share of any group health plan benefits the employee was enrolled in prior to the leave of absence. The employee must continue to pay for their share.

Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under state law, The California Family Rights Act.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Paid Time Off

RiseThink LLC does not provide Paid Time Off, (PTO), Benefits.

Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days notice.

Victims of Crime Leave

An employee who is themselves a victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- You must be the victim of a crime, or you must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

A registered domestic partner means a domestic partner who is registered in accordance with California state law.

The absence from work must be in order to attend judicial proceedings related to a crime listed above.

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Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

School Activities

Employees are encouraged to participate in the school activities of their child(ren). You should make arrangements with your supervisor or the Human Resources department for this type of leave. School activity leave is unpaid leave.

Benefits

Benefits Eligibility

During the first 90 Days of continuous employment at RiseThink LLC, you will not be eligible for health benefits. Once you have completed 90 Days you become eligible for:

- Group Health Insurance for you and your dependents, (91 days from the date of hire)

After 30 days of continuous employment you are eligible for the following benefits:

- \$100.00 Discretionary Fund per year - to be spent on: Keyboards, Ear Phones, Speakers or other PC peripherals, wall hangings, decorations or items to make your physical working space comfortable and aesthetic for you. Unused funds will be rolled over to following year.
- 2 hours of reading time, for Educational purposes, on company time each week. You are highly encouraged to read on your own personal time as well. Reading on your personal time will be unpaid.

Holidays

All Holidays are Non-Paid. You are welcome to work any holiday and receive normal payment for it. If you plan to do so, please notify your Project Manager or Supervisor at least 2 weeks in advance. Other-wise it is assumed that you will not be working.

You are not required to make up any hours for holidays.

- January 1 (New Year's Day)
- July 4th (Independence Day)
- Thanksgiving Day and the Friday after
- Christmas - 1 week - dates will vary from year to year

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, RiseThink LLC may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Workers' Compensation

RiseThink LLC, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- *Medical care;*
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

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To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers Compensation Benefits* (DWC Form 1) and return it to Human Resources; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.
-

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

Company-Provided Physician

RiseThink LLC provides medical treatment for work-related injuries through a medical provider network, CNA ASAP which the company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries. Our local representative is Maria R. Garza and can be reached at 559-233-0123, X125.

The law requires RiseThink LLC to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Workers' Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period.

UnPaid Sick Leave and Workers' Compensation Benefits

Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When

you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will not be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If the absences are covered by FMLA, you may choose to substitute sick leave for any time that would otherwise be unpaid.

Insurance Benefits

Medical Insurance

RiseThink LLC provides a Group Health insurance plan for eligible employees and their dependents. All fulltime, regular employees become eligible after 90 days. The premiums have already been adjusted to reflect the contribution by RiseThink LLC. The company's Group Health Plan is offered through Anthem Blue Cross. Consult the Company's Group Insurance Benefits booklet for complete details, benefits and rates.

In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.

Disability Insurance

Each employee contributes through payroll tax to California's state disability insurance programs. Disability insurance is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company. An additional tax funds the state's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. Specific rules and regulations governing disability are available from the personnel manager.

Workers' Compensation

You are protected by the Company's workers' compensation insurance policy while employed by RiseThink LLC, at no cost to you. The policy covers you in case of occupational injury or illness.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides limited compensation for up to six weeks after an unpaid, seven-day waiting period when an employee needs to take leave from work to care for a parent, child, spouse or registered domestic partner who is seriously ill, or for a working parent who wants time to bond with his or her newborn, foster child or newly adopted child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of RiseThink LLC or the individual employees. Attendance at such activities, whether required by the Company or requested by individual employees, requires the written approval of the general manager. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by the Company, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the general manager in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While RiseThink LLC generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

RiseThink LLC commends and encourages the efforts of all personnel to advance their education and attend college, universities or technical career centers. Whenever possible, we attempt to adjust work assignments so they will not interfere with school. However, the Company's requirements must obviously take precedence when overtime work or out-of-town travel is required.

Management

Names and Addresses

RiseThink LLC is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Company in the event of a name or address change.

In addition, we require emergency contact information on file at all times. If your emergency contact information changes, please notify Human Resources immediately.

Personnel Records

Review of Personnel Records

You may request a review of your personnel file. The review must take place during regular business hours and must be requested one week in advance. The review must take place in the presence of a Company representative at a mutually convenient time. You are entitled to a copy of any document that you signed. You will not be able to copy any other documents in your personnel file, but you may take notes. Access to personnel files is limited-you may review only your file, and you may not have others present, whether employees or non-employees. You may add comments to any disputed item in the file, but nothing can be removed from personnel files.

Disclosure of Personnel Information

RiseThink LLC will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to the personnel manager. Only the personnel manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, RiseThink LLC will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Performance Evaluations

RiseThink LLC takes a non-traditional approach to performance evaluations. The Company believes in mentoring and coaching employees, during the course of the year, and while carrying out their daily tasks. Performance reviews may or may not be formally documented. You will receive consistent and ongoing feedback from your supervisor about your workload and quality of work being performed.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others.

The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not

guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of RiseThink LLC and depend upon many factors in addition to performance.

Employees can request formally written performance reviews and feedback from their Supervisor at any time.

Compensation and Advancement

Our aim is to hire the most qualified people we can find to give them maximum opportunity to advance. Promotions are based not on seniority but on ability, leadership, and willingness to accept responsibility.

An employees' professional progress is continually being reviewed through formal and informal reports. Salary adjustments, if any, are made annually between January 1st and January 15th.

Any problems should be discussed with your manager who maintains an "open door" policy for consultation and guidance.

Employees are expected to demonstrate improvement in their work and knowledge. Maximum effort should be exerted in the completion of your assigned tasks.

One mark of a good employee is an enthusiastic approach to work. This precludes clock-watching and half-done jobs; you should consider no assignment unimportant or unworthy of your best efforts.

Office Schedule

Office hours

Our office is open Monday through Friday, except on approved Holidays. We are normally closed on weekends.

Our office hours are flexible, due to the nature of our business. However we will observe the hours from 8:00 AM to 5:00 PM for answering phones, conducting business transactions and returning business calls.

Please check with your supervisor or Project Manager to schedule your regular work hours.

Contact With Office

During scheduled work hours, your Supervisor or office should know of your whereabouts at all times.

If a client's office is expected to be closed for any reason when you are scheduled to be there, let your supervisor know.

Open-Door

Suggestions for improving RiseThink LLC are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Company. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
- If the problem persists, you may describe it in writing and present it to the personnel manager, who will investigate and provide a solution or explanation. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the Human Resources department. We encourage you to bring the matter to the personnel manager as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the problem is not resolved, you may present the problem in writing to the president of RiseThink LLC, who will attempt to reach a final resolution. If you need assistance with the written complaint, contact the Human Resource department for help.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, RiseThink LLC values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Telecommuting

Policy Statement

As stated in its Policy on Equal Opportunities, RiseThink LLC confirms its commitment to develop, maintain and support a comprehensive policy of equal opportunities within our organization. RiseThink LLC will actively support Teleworking where it is reasonable and practical to do so and where operational needs will not be adversely affected.

Aims and Objectives

The Organization is committed to equality of opportunity for all its' staff regardless of the number of hours worked. In order to facilitate this, the Organization may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool and retain the valuable skills of existing employees.

Definition of Teleworking

Teleworking, or telecommuting, is the concept of working from home or another location on a full- or part-time basis. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the company. This policy does not apply to situations where a supervisor occasionally allows an employee to work at home on a temporary, irregular basis.

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The company has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available. The company's policies for teleworking are as follows:

Job Responsibilities

Employee job responsibilities will not change due to teleworking. Professionalism in terms of job responsibilities, work output, and customer orientation will continue to follow the standards set by the Organization. The amount of time an employee is expected to work will not change due to teleworking. Employee work hours will be mutually agreed upon by the supervisor and the employee. In the event that business conditions require the teleworking employee's presence at a central work location function, meeting, or other event, the employee is expected to report to the central work location, even if such occurs during normally scheduled home-work area hours.

Compensation and Work Hours

The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program. The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

Employees may work their own schedule as long as they work 8 hours per day or the agreed upon number of hours; as long as employee is available for Stand Up meetings; and as long as all client interactions are conducted as agreed to in the client contract. Participants will still be available for staff meetings, and other meetings deemed necessary by management.

Eligibility

Successful teleworkers have the support of their supervisors. Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor's ability to manage remote workers. Each department will make its own selections. Upon acceptance to the program all teleworkers must sign this agreement.

Equipment/Tools

The company may provide specific tools/equipment for the employee to perform his/her current duties. This may include computers, computer software, email, Skype, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment, software, data supplies and furniture when provided by the company for use at the remote work location is limited to authorized persons and for purposes relating to company business. The company will provide for repairs to company equipment. When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of that equipment.

Workspace

The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment.

Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

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The company has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies.

Office Supplies

Office supplies will be provided by the company as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's manager.

Worker's Compensation

During work hours and while performing work functions, in the designated work area of the home, teleworkers are covered by worker's compensation.

Liability

The employee's home workspace will be considered an extension of the company's workspace.

Therefore, the company will continue to be liable for job-related accidents that occur in the employee's home workspace during the employee's working hours.

The company will be liable for injuries or illnesses that occur during the employee's agreed-upon work hours. The employee's at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as before the employee began teleworking.

The company assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours.

The company is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

Income Tax

It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. The company will not provide tax guidance nor will the company assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Communication

Once a teleworking arrangement has been approved, the teleworking employee is responsible for maintaining regular contact with his or her Supervisor. The Supervisor shall be the teleworking employee's primary contact within the central work location. It is expected that the Supervisor and the teleworker will act together to keep each other apprised of events or information obtained during the working day.

The company will not pay work-related voice and data communication charges.

Compliance

The employee remains obligated to comply with all company rules, practices and instructions.

Agreement

The Company shall not incur additional costs due to a *Telecommuting Agreement*. The *Telecommuting Agreement* will specify any costs the Company will cover. All other expenses are the responsibility of the Telecommuter.

All teleworkers will sign the Telecommuting Agreement, which will specify the days and hours to work.

Work Assignments

It is the policy of our firm that personnel be assigned to engagements in an objective manner to achieve a proper blend of technical expertise, supervision, time utilization, the-job training, and client satisfaction. Work assignments are the responsibility of the Manager. Wherever possible, advance notice of new assignments will be given, especially when out-of-town travel is involved.

Once an engagement has begun, you become directly responsible to the person in charge of the engagement for all matters pertaining to its completion.

Completion of Assignment

The person in charge of an engagement is responsible for notifying their Manager of the expected completion date of that engagement. This should be done at least two or three days in advance so further assignments can be scheduled without delay.

Preparation of Work Papers and Forms

Employees should, as soon as possible, learn firm policies and procedures regarding the preparation of work papers. These are set forth clearly in RiseThink's manuals.

Work papers should be clear and legible. They should contain a full and accurate record of all procedures in connection with the engagement, of pertinent discussions with the client, and of any conclusions. "Complete but concise" is RiseThink LLC's rule; with practice it will become easy to follow.

Care of Work Papers and Files

The employee in charge of an engagement is responsible for all papers connected with it. During lunch hours, papers should be placed in a locked briefcase or other locked container. At night and on weekends they should be taken with you or locked in the client's safe or other protected place. Client employees should not be permitted access to our papers except with specific approval.

The care and protection of work papers and related files are custodial responsibilities of vital importance. Should it become necessary to suspend work on the engagement, all papers must be returned to the office. Under no circumstances should they be left at the client's office or in the custody of a client's employee.

Unassigned Personnel

You should always be sure your Manager is advised of your availability if you have no assignment. In the absence of a specific assignment, spend your time profitably in reading, studying, and other avenues of professional development. Refer to the "idle" time process or ask your manager to train you on this process.

Publications and Public Speaking

Making Speeches and Writing for Publication

RiseThink LLC encourages employees to write articles for publication in Software Design journals and in other Information Technology publications and to make speeches to various professional, business, and civic groups. Often the subject matter for a speech can be edited and revised so as to become an article for publication.

As a check on content and to prevent embarrassment, employees are asked to submit drafts of articles and speeches to your manager before presentation.

Travel and Meal Allowances

Making Travel Arrangements

The office manager is responsible for making all travel arrangements. Work through the office manager to make your transportation and hotel reservations. Sometimes plans are changed while you are in the field, in which case you must make the necessary travel arrangements on your own and notify the office of your expenses when you return. Travel should be coach class unless there are no other seats available.

Travel, Travel Expenses, and Meal Allowances

Out of town travel may be a responsibility of your job duties, and you should be prepared to do it. Efforts are made to distribute the burden among all employees.

Sometimes there may be some pressing personal reason why you cannot travel; in that case, bring it to the attention of your supervisor promptly.

Travel Allowance

On engagements beyond commuting limits, employees will receive a per diem allowance to cover the cost of meals and/or lodging. All expenses should be itemized on your expense report. The meal allowance will be paid in accordance with the Internal Revenue Service standard per diem allowance allowed in your area of travel. On travel days, if you leave your home before 6:30 A.M. or arrive home after 7:30 P.M., the per diem allowance for breakfast and/or dinner for one-day travel will be allowed.

Reimbursement will be made by RiseThink LLC for the cost of four telephone calls home per week. Calls in excess of that number will be considered a personal expense. The amount reimbursed will be for calls of reasonable length at station to station, night, and Sunday rates.

An advance for traveling expenses will usually be made prior to departure. Individuals are responsible to secure their advances. Where the trip is an extended one, an accounting should be submitted as additional funds are requested.

All claimed expenditures must be listed on the expense report and supported by vouchers in all instances where such can reasonably be expected (as required by income tax regulations). Employees should have their expense reports approved by the Project Manager of the engagement before submitting them to the office manager. Those in charge of engagements should get their expense reports approved by their Manager. Expense reports should be submitted with time reports.

Return Travel During the Engagement

Employees in the field who wish to return home over holidays and weekends are encouraged to do so if time and work schedules permit. When out-of-town assignments permit regular commuting or an occasional return home, you will be reimbursed for the actual cost of travel, not in excess of normal allowable expenses of staying overnight. Employees are not encouraged to commute when the length of traveling time will affect their capacity to work without fatigue.

Accompanying Family Members

Employees on lengthy out-of-town engagements may, if they wish, be accompanied by family members. In such instances, they will be reimbursed only for the amount that they would have spent if alone. If they elect to stay with relatives or friends, they will be reimbursed at the rate of standard accommodations in the city where they are working, whether the money is actually spent or not.

Supervision and Consultation

Supervision

It is the policy of our firm that all compilation, review, audit, forecast, projection, and attestation engagements be properly planned, supervised, and reviewed. In this regard, RiseThink LLC's system of supervision quality control steps is documented in the various manuals and on the company's WIKI.

Consultation

It is the policy of our firm that all professional personnel seek consultation whenever they are uncertain about the answer to a technical question. The procedures listed below are followed to ensure compliance with this policy.

RiseThink LLC maintains a reference library that can be consulted by employees in their research of technical issues.

While it is impossible to list all situations that might require a consultation, the following are examples of situations that, due to their complexity, would normally require a consultation:

- Any engagement in which a qualified or nonstandard report is expected to be issued.
- Going concern situations.
- Any engagement involving material litigation.

- Situations involving, for the first time, the application of new or complex technical pronouncements.
- Issues requiring consultation are first discussed by members of the engagement team. If further consultation is necessary, persons within RiseThink LLC having the appropriate expertise are then consulted.
- Differences of opinion within RiseThink LLC as to the resolution of a consultation issue are resolved by the Manager. Any party to the consultation who disagrees with the resolution has the option of preparing a memorandum and filing it in the work papers.
- All consultations that are unusual, controversial, or complex and material in nature are documented in the work papers.

Contracts and Signing

Signing Letters and Contracts

Only the Partners of RiseThink LLC have signing authority for any Contract or document that is used to bind RiseThink LLC for any reason, legal, ethical or moral.

Generally, only a principal or manager is authorized to sign letters on firm stationery to persons outside RiseThink LLC. Exceptions to this rule may be made with the approval of the CEO.

Company Property

Employer Property

Desks, cabinets, computers, and office facilities are RiseThink LLC property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. RiseThink LLC reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Company voice mail and/or electronic mail (e-mail) are to be used for business purposes only. RiseThink LLC reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

RiseThink LLC may periodically need to assign and/or change “passwords” and personal codes for network, email, servers, Skype and online subscriptions. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of RiseThink LLC. RiseThink LLC reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Company property may be removed from the premises. For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave RiseThink LLC. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Prohibited use of Company Property

Beginning July 1, 2008, a person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law beginning July 1, 2008 and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, and e-mail - on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law beginning January 1, 2009 and a violation of Company rules.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Smoking

Smoking is not allowed in any enclosed area of the facility.

Nondisclosure or Use of Trade Secrets

During the term of employment with RiseThink LLC, employees may have access to and become familiar with information of a confidential, proprietary, or secret nature, which is or may be either applicable or related to the present or future business of the Company, its research and development, or the business of its customers. For example, trade secret information includes, but is not limited to, devices, inventions, processes and compilations of information, records, specifications, and information concerning customers or vendors. Employees shall not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of their employment or at any time thereafter, except as required in the course of employment with the Company. The above agreement should not be construed as constituting a promise of continued employment for at-will employment purposes.

Customer Lists

The employee understands that customer lists of RiseThink LLC, for which the employee has or will have access to during the employee's employment, are trade secrets and shall be solely the property of the employer.

The employee agrees that he/she shall neither directly nor indirectly solicit business as to products or services competitive with those of the Company based on information from the customer lists.

Non-Competition

You may not sell any product or service that would compete with any of the Company's products or services without permission in writing from Manager. This includes, but is not limited to trainings, books, products, and freelance writing. If in doubt, discuss this matter with your Manager.

Your Legal Liability

RiseThink LLC complies with all federal and state laws that apply to our operations and activities. Since you are involved in the Company's operations and activities, you are responsible for understanding and observing these policies. Note that the breach of privacy and confidentiality, use of copyrighted materials, unfounded or derogatory statements, or misrepresentation may be considered illegal and is not accepted by the Company. Each person at the Company is personally responsible, and may be legally liable, for the content he or she publishes online.

You can be sued for not disclosing your relationship to the Company, or for purposely spreading false information. You can also be sued by company employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. In addition to any legal action, your activity can result in disciplinary action up to and including *employment termination*.

Electronic and Social Media

RiseThink LLC computers, computer files, the e-mail system, Internet access and the software furnished to employees are company property. While use of these systems is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits, so long as it does not interfere with the employee's work.

RiseThink LLC specifically prohibits the use of computers (including Internet access) and the e-mail system in ways that are disruptive, offensive to others or harmful to morale, including sexually explicit messages, images and cartoons, ethnic slurs, racial comments, off-color jokes or anything that could be construed as harassment or shows disrespect for others, defames or slanders others, or otherwise harms another person or business.

Employees may not access the Internet to log onto any Web sites that contain any such material, including any pornographic Web site, or any Web site that contains any discriminatory message, or disparages any group. Employees may not use computers or the e-mail system for commercial messages of any kind or for messages of a religious or political nature, chain letters, solicitations, gambling or other inappropriate usage. E-mail and Internet access should be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical and lawful.

Illegal duplication of software or violation of copyright laws by the duplication or sharing of software, or the distribution of copyrighted material, is strictly forbidden. Also, an employee should not use a password, access a file or retrieve a stored communication that is not normally accessible to that employee.

While RiseThink LLC encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the company among its customers or in the community at large. In the area of social

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media (print, broadcast, digital, and online services such as Facebook, LinkedIn, MySpace, Plaxo, and Twitter, among others), employees may use such media in any way they choose as long as such use does not produce the adverse consequences noted above.

For this reason, RiseThink LLC reminds its employees that the following guidelines apply in their use of social media, both on and off duty:

1. Employees who conduct themselves in such a way that their actions toward and relationships with each other interfere with or damage work relationships, disrupt the flow of work or customer relations, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from Human Resources or their Manager to discuss the possibility of a resolution that would avoid such problems.
2. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.
3. Use of social media that involves any kind of criminal activity or harms the rights of others may result in criminal prosecution or civil liability to those harmed, or both.
4. Social media access and use involving company equipment and resources are subject to RiseThink LLC's "Internet, E-Mail, and Computer Usage Policy" at all times.
5. How an employee uses social media is not a matter of concern as long as it is consistent with the above guidelines. Employees may address any questions on this policy to Human Resources or their Manager.

In order to enforce these policies, computer, Internet and e-mail usage may be monitored by the company, including retrieving and reading e-mail messages and other computer files, and monitoring of Internet traffic. Therefore, e-mail messages and other use of the company's computers is not confidential, and even though you may be issued a private password or other private access code to log in to the computer, you should have no expectation of privacy with regard to your use of the system.

Employees should immediately notify their supervisor or manager of any violations of this policy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Employee Conduct

Business Conduct and Ethics

RiseThink LLC is assuring that the highest standards of ethical conduct and integrity are practiced in meeting these responsibilities. The professional conduct of each member of our community is expected to be consistent with and fully comply with these principles. All members of our company are expected to engage in the following:

- Trustworthy conduct - including dependability, loyalty, and honesty in communications and actions.
- Respectful behavior - treating everyone with civility, courtesy, tolerance and acceptance, and recognizing the worth, dignity and unique characteristics of each individual.
- Accountability - taking personal responsibility for one's actions and decisions.
- Fair and just actions - utilizing equitable processes in decision making.
- Compassion - caring for others, both within and apart from RiseThink LLC, and providing the highest quality service to clients, co-workers and humanity.
- Good citizenship - striving to make the RiseThink LLC community function well now and in the future.
- Responsible management – including prudent use of company resources in a fiscally responsible manner.

Standards of Conduct

All members of RiseThink LLC shall:

Adhere to all applicable standards of professional practice and professional codes of ethics in carrying out the business of the enterprise, such as clinical, teaching, research and business activities.

Employ good judgment and display ethical behavior in decision making, never inducing or compelling others to take part in unethical, improper or illegal conduct.

Follow the rules, adhering to all company policies and procedures, regulatory agency requirements, federal and state laws, and professional standards.

Protect and respect proprietary information in a confidential manner.

Exercise fiscal accountability and appropriate controls when conducting business on behalf RiseThink LLC.

Help to manage natural resources carefully; supporting water and energy conservation efforts; recycling programs; and other environmental preservation efforts.

Avoid conflicts of interest, ensuring that in one's capacity as an employee outside interests, affiliations, or activities do not influence, or appear to influence, decision making, affect job performance, or result in personal financial gain associated with one's employment.

Utilize equitable and nondiscriminatory management practices when hiring, managing, or disciplining employees, interns or contractors.

Protect and promote campus safety, reporting hazards when observed.

Maintain accurate and timely documentation according to the record management and retention policies.

Protect company assets, ensuring property and resources are used to conduct RiseThink LLC's business only.

Work cooperatively, giving appropriate credit to the contributions of others.

Respect copyrights, patents and licenses of other organizations and entities.

Noncompliance with the Code of Conduct

This document is not intended to supplant, amend or modify existing policies. The personnel policies and labor contracts that govern discipline will apply and be used to address noncompliance with this Code of Conduct.

Conducting Personal Business

Employees are to conduct only RiseThink LLC business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Drug and Alcohol Abuse

RiseThink LLC is concerned about the use of illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously affect the employee's value to the Company.

In addition, impairment caused by the use of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal substance or being under the influence of an illegal substance while on the job;
- Should not be impaired by the use of legal, alcoholic or controlled substances
- Driving a Company vehicle while under the influence of alcohol; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. RiseThink LLC also may bring the matter to the attention of appropriate law enforcement authorities.

RiseThink LLC will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to confidential information regarding RiseThink LLC, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

Conflicts of Interest

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of RiseThink LLC, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the general manager should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or the general manager to intervene.

Dress Code and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Casual dress clothing is encouraged and allowed. Clothing should be neat, clean and tasteful.

Avoid clothing that can create a safety hazard. Avoid clothing that can be offensive, obscene, profane or of a sexual nature or could be misconstrued as sexually offensive or harassing.

Department managers may issue more specific guidelines.

Moonlighting and Outside Work

Employees may engage in other employment provided it does not interfere with duties as an Employee of the Company or impair the ability of the Employee to perform Company duties.

Employee must advise supervisor in writing that they have or want a second job. All outside Employment shall be subject to departmental rules and regulations, and the prior approval of Human Resources and/or the CEO.

Prohibited Conduct

The following conduct is prohibited and will not be tolerated by RiseThink LLC. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited.

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- Falsifying employment records, employment information, or other Company records (note that employment information includes Social Security Numbers and any other documents used to verify identity and ability to work in the United States);
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Carrying Unpermitted firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in an unreasonable disruption during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on Company premises;
- Failing to notify a supervisor when unable to report to work;
- Unreported absence of more than 3 consecutive days.
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement in any act of unlawful harassment of another individual.
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or RiseThink LLC remain free to terminate the employment relationship at any time, with or without reason or advance notice.

News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the CEO may comment to news reporters on RiseThink LLC policy or events relevant to RiseThink LLC.

Prohibited use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers, RiseThink LLC employees are prohibited from using cell phones while driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. The Company recommends preprogramming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of law beginning July 1, 2008 and a violation of Company rules.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, and e-mail – on a wireless device or cell phone while driving is also prohibited under this policy.

Violating this policy is a violation of law beginning January 1, 2009 and a violation Company rules.

Employees Under Age 18:

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications – on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Company rules.

Whistle Blower Policy

General

RiseThink LLC's Code of Ethics and Conduct ("Code") required partners, managers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of RiseThink LLC, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations

Reporting Responsibility

It is the responsibility of all partners, managers and employees to comply with the Code and to report violations or suspected violations in accordance with the Whistleblower Policy.

No Retaliation

No partner, manager or employee who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

Reporting Violations

The Code addresses the RiseThink LLC's open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with someone in the Human Resources Department or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the Code of Conduct to the Organization's Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the Organization's open door policy, individuals should contact the Organization's Compliance Officer directly.

Compliance Officer

The Organization's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at his discretion, shall advise the President and/or the audit committee. The Compliance Officer has direct access to the audit committee and is required to report to the audit committee at least annually on compliance activity. The Organization's Compliance Officer is the chair of the audit committee.

Accounting and Auditing Matters

The audit committee shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the audit committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Sexual Harassment Policy

Sexual harassment is prohibited by RiseThink LLC and is against the law.

Every employee should be aware of:

- what sexual harassment is
- what steps to take if harassment occurs
- state law prohibiting retaliation for reporting sexual harassment

Please read this information sheet. If you have any questions or concerns about it, contact your supervisor, personnel department representative or your investigative officer for further information.

How to Stop Sexual Harassment

1. When possible, simply tell the harasser to stop.

The harasser may not realize the advances or behavior are offensive. When it is appropriate and sensible, simply tell the harasser the behavior or advances are unwelcome and must stop.

2. You are strongly encouraged to report sexual harassment. Contact your supervisor, another manager or the human resources department representative.

Sexual harassment or retaliation should be reported in writing or verbally. You may report such activities even though you were not the subject of harassment.

3. An investigation will be conducted

RiseThink LLC will investigate, in a discreet manner, all reported incidents of sexual harassment and retaliation.

4. Appropriate action will be taken

Where evidence of sexual harassment or retaliation is found, disciplinary action, up to and including termination, may result.

What is Sexual Harassment

Although many people think of sexual harassment as involving a male boss and a female employee, not all sexual harassment is done by males. Sexual harassment often involves

co-workers, other employees of BIXLY or other persons doing business with or for BIXLY. It's against the law for females to sexually harass males or other females, and for males to harass other males or females.

California Law

California law defines harassment due to sex as sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions.

1. Verbal harassment - epithets, derogatory comments or slurs.

Examples: Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an employee's anatomy and/or dress, sexually oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.

2. Physical harassment - assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.

Examples: Touching, pinching, patting, grabbing, brushing against or poking another employee's body, requiring an employee to wear sexually suggestive clothing.

3. Visual harassment - derogatory posters, cartoons, or drawings.

Example: Displaying sexual pictures, writings or objects, obscene letters or invitations, staring at an employee's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.

4. Sexual favors - unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors.

Example: Continued requests for dates, any threat of demotion, termination, etc, if requested sexual favors are not given, making or threatening reprisals after a negative response to sexual advances, propositioning an individual.

It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above with the state definition of sexual harassment are not meant to be a complete list of objectionable behavior nor do they always constitute sexual harassment.

Federal Law

Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance creating an intimidating, hostile, or offensive working environment

Harassers Are Personally Liable

If you, as an employee, are found to have engaged in sexual harassment, or if you as a manager know or should have known about the conduct and condone or ratify it, you may be personally liable for monetary damages. This Company will not pay damages assessed against you personally.

In addition, this Company will take appropriate disciplinary measures - termination is one possible action against any employee who engages in sexual harassment.

Protection Against Retaliation

Company policy and California state law forbid retaliation against any employee who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by RiseThink, the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.

Prohibited retaliation includes but is not limited to:

- Demotion
- Suspension
- Failure to hire or consider for hire
- Failure to give equal consideration in making employment decisions
- Adversely affecting working conditions or otherwise denying any employment benefit to an individual.

Additional Information

The Department of Fair Employment and Housing (DFEH) is the state agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filed, the DFEH has one year to investigate the complaint.

The Fair Employment and Housing Commission (FEHC), decides cases prosecuted by the DFEH at the state level.

To contact the DFEH, consult your local telephone directory under State Government Offices or ask directory assistance for the number of Department of Fair Employment and Housing headquarters in Sacramento or write to Department of Fair Employment and Housing 2014 T Street, Suite 210, Sacramento, CA 95814-6824.

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The Equal Employment Opportunity Commission (EEOC) is the federal agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington, D.C. or write to Equal Employment Opportunity Commission, 1801 L Street, NW, Washington, D.C. 20507.

Wages

Timekeeping Requirements

Time Reporting

Every professional person in RiseThink LLC is required to keep an accurate record of daily time.

Time is kept in minimum units of one-tenth hour. All time incurred on client matters should be charged to the client involved according to the applicable engagement and work code. Non-billable time should be kept to a minimum. The various categories of billable and non-billable time will be explained to you by your Manager.

Office Assignments - Time records by employee, engagement and work code are maintained and entered in RiseThink LLC's Trac timekeeping system. Your time must be recorded and accounted for prior to leaving the office each evening. There are no exceptions.

Other Assignments - Clear, legible, and accurate time reports, complete in every detail, must be maintained daily and given to the office manager semi-monthly on the 15th and on the last day of the month. This deadline must be observed whether an employee is out-of-town, on vacation, or at a client's office. The absence of a single time report delays the completion of our cost records and may result in incorrect billings to clients. Accordingly, we insist that they be submitted in proper form when due. To aid in timely submission, keep in your briefcase a few blank time reports.

Hours worked outside of normal office hours must be approved by a supervisor in advance.

Any errors on your timecard should be reported immediately to your supervisor.

Pay Periods and Dates

Pay Periods

The standard pay periods is as follows:

Period:	Paid on the:
1st - 15th	20th
16th - 31st	5th

Direct Deposit is available once all required documents are processed.

Only hours recorded will be paid in current pay period. Hours are verified on the day following the end of the pay period. Hours not recorded in a timely manner will not be paid until the following pay period.

Overtime for Non-Exempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. RiseThink LLC will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. RiseThink LLC provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.
- While according to California Law, all extra hours worked over the normal time is considered Overtime; RiseThink LLC requires all Overtime hours to be confirmed beforehand with your Project Manager.
- While California Law states that unconfirmed hours will still be paid 1.5x the regular rate, RiseThink LLC retains the right to discipline any employee who works unconfirmed Overtime hours.

Meal and Rest Periods

All nonexempt employees are entitled to periodic rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods and you will not clock out. Your supervisor will advise you of the time and duration of your breaks and you are expected to return to work promptly at the end of any rest break.

Generally, you will be entitled to one (1) 10-minute rest break for every four (4) hours you work (or major fraction thereof, which is defined as two (2) hours). If you work more than six (6) hours and up to 10 hours in a workday, you will receive one (1) rest break during the first half of your shift and one (1) rest break during the second half of your shift. If you work more than 10 hours and up to 14 hours, you will be entitled to an additional paid 10-minute rest break.

If you work more than five (5) hours in a workday, you are also entitled to an unpaid meal period of at least 30 minutes. If you work more than 10 hours, you are entitled to a second, unpaid meal period of at least 30 minutes. Depending on the circumstances, you may be able to waive your second meal period

if you took the first one. You must clock out for your meal period. Your supervisor will advise you of the scheduling of your meal period. You must not perform any work during your meal period, and you must stop working for at least 30 full, consecutive minutes.

All rest breaks and meal periods must be taken away from the regular work area. You may leave the premises for your meal periods.

If for any reason you do not take the applicable rest breaks and/or meal periods, you must notify your supervisor immediately.

Makeup Time

RiseThink LLC allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Make-up time must be made up in the same week as time taken off.

You may not work more than 8 hours per day, or 40 hours per week, without prior manager's approval.

Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to your supervisor, with your signature, on the Company-provided form. Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If you request time off that you will make up later in the week, you must submit your request at least 24 hours in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, you must submit your request at least 24 hours before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. RiseThink LLC does not encourage, discourage, or solicit the use of makeup time.

Payment of Wages

Paychecks are normally available by 5pm p.m. at the office (with the Office Manager) on the 5th and 20th of each month. If you have Direct Deposit, the funds are available at 12am PST on the 5th and 20th of each month. If you observe an error on your check, please report it immediately to the Office Manager.

If a regular payday falls on a holiday, employees will generally be paid on the previous business day (actual disbursement will be communicated by your Office Manager)

Payment of Commissions and Bonuses:

Settlement of commissions and payment of bonuses/incentives (based on monthly financial statements) are made on the 5th and 20th of each month. These payments are included in your regular scheduled checks and an itemization of the amounts will be emailed to you from the Account Executive each period.

Automatic Deposit

RiseThink LLC offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

Recruitment Bonus

RiseThink LLC wants to recruit quality applicants and in order to do so encourages employees to refer qualified candidates to the Company. If your referral is employed by RiseThink LLC, a recruiting bonus of \$500 will be paid to employees under the following terms and schedule:

- Referrals will be paid only if the original employment application completed by the applicant contains the employee's name as the referral source.
- After the applicant has been hired and completed THREE months of service, the referring employee will be paid \$500.
- If the applicant is referred by more than one employee, the referral bonus will be split equally among the referring employees and paid on the same terms as above.

Safety and Health

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, RiseThink LLC maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the general manager's office.

In compliance with Proposition 65, RiseThink LLC will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security

RiseThink LLC has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Workplace Violence

RiseThink LLC has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has a **zero tolerance** for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination. Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

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The following are examples of threats and acts that shall be considered violent – this list is in no way all-inclusive:

Example	Type of Threat
Saying, “Do you want to see your next birthday?”	Indirect
Writing, “Employees who kill their supervisors have the right idea.”	Indirect
Saying, “I’m going to punch your lights out.”	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

Ergonomics

RiseThink LLC is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

RiseThink LLC believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact the Human Resources Department.

Heat Illness

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to the Company’s Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

Recreational Activities

RiseThink LLC or its insurer will not be liable for payment of workers’ compensation benefits for any injury that arises out of an employee’s voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee’s work-related duties.

Employees Who Are Requested to Drive

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment.

RiseThink LLC participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

RiseThink LLC retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business will be given a cash allowance based on number of trips per week. Documentation must be submitted once per month to claim the cash allowance.

Termination

Employee References

All requests for references must be directed to the personnel manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, RiseThink LLC discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, RiseThink LLC also will inform prospective employers of the amount of salary or wage you last earned.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits his or her employment at RiseThink LLC, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

Reductions in Force

Under some circumstances, RiseThink LLC may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, RiseThink LLC will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

Involuntary Termination and Progressive Discipline

Violation of RiseThink LLC policies and rules may warrant disciplinary action. The Company has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension. The system is not formal and RiseThink LLC may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Confirmation of Receipt

Confirmation of Receipt

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. RiseThink LLC reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of RiseThink LLC, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at RiseThink LLC is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between RiseThink LLC and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with RiseThink LLC.

I reviewed an Online copy of the Employee Handbook on _____. I agree to a digital signature to acknowledge the receipt and review of the Employee Handbook.

Employee's Signature _____

Employee's Printed Name _____

Date _____