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# **EMPLOYMENT POLICIES**

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This manual is designed to answer many of your questions about the practices and policies of the Company. These policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Feel free to consult with your manager or Human Resources for help concerning anything you do not understand.

## **AT-WILL EMPLOYMENT**

Your employment with the Company is at-will. This means that neither you nor the Company has entered into a contract regarding the duration of your employment. You are free to terminate your employment with the Company at any time, with or without reason. Likewise, the Company has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of the Company. As provided in the Employee Acknowledgment, nothing in this handbook creates or is intended to create a promise or representation of continued employment. Your status as an "at-will" employee may not be changed except in writing signed by the CEO or President of Asynchrony. This handbook shall supersede any and all prior handbooks, written documents or oral and implied representations, issued by Asynchrony that might otherwise contradict the at-will nature of your employment.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Company provides equal employment opportunities to all employees and applicants without regard to race, color, religion, sex, national origin, physical disability, mental disability, age. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

## **AMERICANS WITH DISABILITIES ACT (ADA)**

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship. A reasonable accommodation is any change in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities.

If you require an accommodation you must inform your supervisor that there is a need for an adjustment or change at work for a reason related to a medical condition. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

## INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the company may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 30 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the company determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other company-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

## CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime payments and employment benefits, the Company classifies its employees as follows:

- ***Full-time Regular Employees*** -- Employees hired to work the Company's normal, full time, 40 hour or more workweek on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Full-time employees working at least 30 hours or more per workweek on a regular basis will be eligible for medical benefits.
- ***Part-time Regular Employees*** -- Employees hired to work fewer than 32 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Part-time employees working less than 30 hours per workweek on a regular basis will not be eligible for medical benefits.
- ***Temporary Employees*** -- Employees engaged to work full time or part time on the Company's payroll with the understanding that their employment will be terminated no later than upon completion of a specific assignment. (Note that a temporary employee may be offered, and may accept, a new temporary assignment with the Company and thus still retain temporary status.) Such employees may be "exempt" or "non-exempt" as defined below. (Note that individuals contracted from temporary employment agencies for specific assignments are employees of the respective

agency and not of the Company. Temporary agency employees are paid by the respective agency and should not be on the Company payroll.)

- ***Non-exempt Employees*** -- Employees who are required to be paid minimum wage and overtime at the federal or state prescribed wage rate, whichever is higher.
- ***Exempt Employees*** -- Employees who are not required to be paid minimum wage and overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales representatives, certain computer programmers and employees in some administrative positions are typically exempt.

## **EMPLOYMENT APPLICATIONS**

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

## **PERSONNEL FILES**

The Company maintains personnel files on each employee. You may review your personnel file upon written request and in the presence of authorized personnel. If you are interested in reviewing your file, contact Human Resources to make arrangements.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or Human Resources of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. An Employee Change in Status Notice will need to be filled out.

## **EMPLOYMENT REFERENCES**

All employment verification or reference requests on current or former employees are to be referred to the Company. The Company will normally only release last title and dates of employment. All other requests for information on current or former employees will be considered and responded to on a case by case basis.

Requests for employment verification for credit or mortgage purposes should also be referred to the Company. Certain information will be provided only if the employee has executed a release. The Company contact information is as follows:

Asynchrony	Phone 314-678-2240
	FAX 314-678-0923 Attn: Employment Verification

## **EMPLOYMENT OF RELATIVES**

The Company permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Company will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same Company facility provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the Company, including regular, temporary and part-time classifications.

## **OUTSIDE EMPLOYMENT**

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

If it is determined that an employee's outside work conflicts or interferes with performance, safety or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he desires to remain with the Company.

Outside employment that constitutes a conflict of interest is prohibited. Employees also may not receive any income or material gain from individuals outside the Company for materials produced or services rendered while performing their jobs with the Company.

## **BUSINESS ETHICS AND CONDUCT**

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

The continued success of the company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the company, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.



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

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct.

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

## **CONFIDENTIALITY**

It is the guideline of the Company that the general internal business affairs of the organization should not be discussed with anyone outside the organization except as may be required in the normal course of business. Information designated as confidential is to be discussed with no one outside the organization and only discussed within the organization on a “need-to-know” basis.

All employees have a responsibility to avoid unnecessary disclosure of non-confidential internal information about the company, its customers, and its suppliers. This responsibility is not intended to impede normal business communications and relationships, but is intended to alert employees to their obligation to use discretion to safeguard internal company affairs. Employees authorized with access to confidential information are responsible for its security.

Employees found in violation of this policy are subject to disciplinary action, up to and including termination.

## **NON-DISCLOSURE**

The protection of confidential business information and trade secrets is vital to the interests and the success of the company. Such confidential information includes, but is not limited to, the following examples:

- Prospect lists
- Company’s non-public web site
- Web sites under development
- Customer information
- Compensation data
- Computer processes
- Computer programs and codes
- Customer lists
- Customer preferences

- Financial information
- Marketing strategies
- New materials research
- Pending projects and proposals
- Research and development strategies

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

## **JOB PERFORMANCE EVALUATIONS**

You will be evaluated with respect to the job that you are performing for the Company. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the Company.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The company awards merit-based pay adjustments in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process.

## **SEPARATION FROM EMPLOYMENT**

An employee may be separated from employment voluntarily or involuntarily by retirement, resignation, lack of work, or termination.

### **Resignation**

Any employee who voluntarily resigns is expected to provide the Company with advance written notice of no less than two weeks as is customarily done as a business courtesy. Failure to provide such notice may result in the employee not being eligible for rehire and not receiving earned, unused vacation time. If you have accrued, unused vacation time upon the termination of your employment, you will be paid for that time at your regular base pay.

### **Layoff Due to Lack of Work**

Asynchrony attempts to maintain a stable work force, however, business conditions sometimes change to a point that there is not enough work to keep all employees on the

payroll. Should such a situation occur, the work force may be reduced by laying off the number of employees over and above those needed to perform the work available. Layoffs will be determined by the ability of the affected employees to adequately perform the available work with a minimum of retraining. Length of service and non-medically related absences or tardiness may also be considered where relative ability is equal.

### **Exit Interviews**

Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the company. During the exit interview, you can provide insights into areas for improvement for Asynchrony and your specific position.

### **Return of Company Property**

Any Asynchrony property issued to you, such as software, computer equipment, databases, files, pager, keys, parking passes or company credit card must be returned at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

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## **WELCOME!**

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Thank you for joining Asynchrony Solutions, Inc. and Asynchrony Hub Zone, LLC (collectively “Asynchrony”). We truly value the contributions of each of our employees and hope you will find your employment with the company a rewarding experience. We look forward to the opportunity of working together to create a more successful company. We also want you to feel that your employment with Asynchrony will be one that is mutually beneficial and gratifying.

This handbook is designed to acquaint you with the company and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the company to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As the company continues to grow, the need may arise and the company reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

Employees are our organization's most valuable asset. . The way we treat each other is important not only to our ability to provide excellence, but also to ensure that Asynchrony remains a place to which we all like to come to work each day. Therefore, one of our first business priorities is to treat each employee with the same courteous, friendly, helpful, and respectful attention we give to customers.

Our interactions with each other, our ability to respectfully disagree when we have diverse opinions, and the communications we send to each other are a reflection not only of ourselves, but also of the professionalism of the company. Effective teamwork and respectful dialogue is vital to our success and pays off in reduced turnover, greater productivity and increased sales and profit.

# INTRODUCTION

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A rewarding and challenging experience awaits you as an employee of Asynchrony (“the Company”). We have written this handbook in order to answer some of the questions you may have concerning the policies of the Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask the on-site supervisor or a member of the Human Resource Department for assistance. At Asynchrony, we have an open-office policy. You should also feel free to address anyone in management directly with any issues or concerns you have related to your employment with the Company.

Asynchrony handles the administrative responsibilities for employment-related issues such as payroll, benefits and personnel issues. Asynchrony also handles the day-to-day activities related to its core business. Questions relating to payroll, benefits or other human resource issues should be directed to the on-site supervisor, Payroll or Human Resource Departments.

## DEFINITIONS

- The term "employee" as used throughout this handbook means those employees of Asynchrony.
- The term "employment" as used throughout this handbook means your employment with Asynchrony.
- The term "Company" as used throughout this handbook means Asynchrony Solutions, Inc and Asynchrony HUBZone, LLC.
- The term "on-site supervisor" as used throughout this handbook means Asynchrony's designated contact that works directly with Asynchrony's Executive Management in providing employee services. The on-site supervisor may, at his or her discretion, delegate responsibilities contained in these policies to other supervisory personnel. As of the date hereof, Andi Davis is the on-site supervisor.

This handbook is not a contract guaranteeing employment for any specific duration. Both you and the Company have the right to terminate your employment at any time. No supervisor, manager or representative of the Company, other than the CEO or President of Asynchrony, has the authority to enter into any agreement for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any employment agreement entered into by the CEO or President shall not be enforceable unless it is in writing and signed by both parties.

## **NOTICE TO EMPLOYEES**

In drafting this Employee Handbook, we have avoided the use of specific gender pronouns wherever possible.

This Employee Handbook supersedes all previous Company handbooks and policies. In addition, this handbook supersedes all prior management memos to the extent that any such memo contradicts a subject or policy covered herein.

## **CHANGE IN POLICY**

The policies in this handbook are subject to change at the sole discretion of the Company. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Company, and you may not rely on policies that have been superseded. No supervisor or manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with the on-site supervisor.

# EMPLOYEE CONDUCT

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## ANTI-HARASSMENT POLICY

It is the policy of the Company to maintain a working environment which encourages mutual respect, promotes respectful and congenial relationships between employees and is free from all forms of illegal harassment of any employee or applicant for employment by anyone, including supervisors, co-workers, vendors, or customers. Illegal harassment in any manner or form is expressly prohibited and will not be tolerated by the Company. Accordingly, Company management is committed to vigorously enforcing this policy against harassment, including but not limited to sexual harassment, at all levels within the Company.

All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. Where illegal harassment is determined to have occurred, the Company will immediately take appropriate disciplinary action, including written warnings and possible suspension, transfer and/or termination.

The Company will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of reported or suspected occurrences of harassment.

1. The term "harassment" includes but is not limited to unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner status, gender (including sex stereotyping), medical condition (including, but not limited to, cancer related or HIV/AIDS related) or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment.
  - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or,
  - c. Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.
3. The term "harassment" may also include conduct of employees, supervisors, vendors and/or customers who engage in verbally or physically harassing behavior which has the potential for humiliating or embarrassing an employee of the Company based on the protected categories listed above.

### **Complaint Procedure**

The Company provides its employees with a convenient and reliable method for reporting incidents of harassment, including sexual harassment. Any employee who feels that they have been or are being harassed, or discriminated against, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In most instances, the person is unaware that their conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if such an approach is either not possible or comfortable for the employee, the employee should immediately report the complained-of conduct to their immediate supervisor, Asynchrony HR Department, manager or a principal of the Company. The report should include all facts available to the employee regarding the harassment.

### **Confidentiality**

All reports of harassment will be treated seriously. However, absolute confidentiality is not promised nor can it be assured. The Company will conduct an investigation of any complaint that will require limited disclosure of pertinent information to certain parties, including the alleged harasser.

### **Investigative Procedure**

Once a complaint is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred. The Company prohibits employees from hindering an internal investigation or the internal complaint procedure.

Once the investigation is completed, a determination will be made regarding the appropriate response to the allegations. If it is determined that a violation of the harassment policy has occurred, then prompt, remedial action will be taken. This may include some or all of the following steps:

1. Restore any lost terms, conditions or benefits of employment to the complaining employee.
2. Discipline the harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination.

If the harassment is from a vendor or customer the Company will take appropriate action to stop the complained-of conduct.



### **Duties of Employees and Supervisors**

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of illegal harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Company supervisors and managers are expected to adhere to the Company's anti-harassment policy. Supervisors' evaluations will include an assessment of the supervisor's efforts in following and enforcing this policy.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment from occurring. If a complaint is raised, supervisors and managers are to act promptly to notify Asynchrony's Human Resources Department so that an investigation may be initiated. If a supervisor or manager fails to follow this policy they will be disciplined. Such discipline may include termination.

### **GUIDELINES FOR APPROPRIATE CONDUCT**

As a Company team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the Company. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

- Violation of any Company rule.
- Violation of state, federal, or local laws and regulations.
- Violation of security or safety rules or failure to observe safety rules or the Company safety practices; failure to wear required safety equipment; tampering with the Company's equipment or safety equipment.
- Negligence or any careless action that endangers the life or safety of another person.
- Having excessive alcohol or any type of controlled substance in your system while at work; use, possession or sale of a controlled substance in any quantity while on Company premises, except medications prescribed by a physician which do not impair safety or work performance.
- Unauthorized possession of firearms, weapons, or explosives on Company property or while on duty.

- Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on company premises or when representing the company; fighting, or provoking a fight on Company property, or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work.
- Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
- Engaging in an act of sabotage; negligently causing the destruction or damage of Company property, or the property of fellow employees, customers, vendors, or visitors in any manner including, but not limited to, hacking into computer systems of the Company, its customers or other third-parties, insertion of Trojan horses or malicious software into software programs or systems of the Company, its customers or other third-parties.
- Theft or unauthorized possession of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from management; using Company equipment for profit.
- Dishonesty; falsification, or misrepresentation on your application for employment or other work records; falsifying reason for a leave of absence or other data requested by the Company; alteration of Company records or other Company documents.
- Giving confidential or proprietary Company information to competitors or other organizations, or to unauthorized Company employees; working for a competing business while an employee of the Company; breach of confidentiality of personnel information.
- Failing to maintain the confidentiality of customers' or clients' information.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- Unsatisfactory or careless work; failure to meet production or quality standards.
- Violating the Company's anti-harassment policy, which includes any act of unlawful harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
- Leaving work before the end of a scheduled workday or not being ready to work at the scheduled start of a workday without approval of your manager; stopping work before time specified for such purposes.
- Smoking in restricted areas.
- Creating or contributing to unsanitary conditions.
- Failure to promptly report an absence or late arrival to your supervisor; excessive unexcused absences or lateness.

- Obscene or abusive language toward any manager, employee, vendor or customer; indifference or rudeness towards a customer, fellow employee, or vendor; any disorderly/antagonistic conduct on Company premises.
- Failure to immediately report damage to, or an accident involving, Company equipment.
- Soliciting, selling merchandise, or collecting funds of any kind for charities or other organizations on the Company's premises without prior authorization from the Asynchrony Human Resources Department.
- Failure to use your timesheet; alteration of your own timesheet or records or attendance documents so that they do not accurately reflect hours worked; altering another employee's timesheet or records, or causing someone to alter your timesheet or records.

In the event an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules, or regulations, the employee may be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

### **PROGRESSIVE DISCIPLINE**

Where appropriate, employee discipline other than termination and suspension may be applied by supervisors. Examples of employee discipline include:

1. **VERBAL REPRIMAND** - A "verbal reprimand" is a verbal warning to an employee that his or her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action. A record of the notice of the verbal reprimand may be made and retained in the employee's personnel file.
2. **WRITTEN REPRIMAND** - A "written reprimand" describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written reprimand generally will be retained in the employee's personnel file.
3. **SUSPENSION** - Suspension of the employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance, and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his or her conduct or performance to the standards of his or her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.
4. **TERMINATION** - If an employee fails to conform his or her conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the potential for less severe discipline before termination, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an employee without prior discipline.

## **VIOLENCE IN THE WORKPLACE POLICY**

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge. If an employee, while engaged in Company business off the premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge.

Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved.
- All threats or acts of violence occurring off the Company's premises involving someone who is acting in the capacity of a representative of the Company.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his or her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy Company property.
- Making or sending harassing or threatening phone calls, text or voice messages.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their manager, a member of management, or Asynchrony's HR Department. Employees must assume that any threat is serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to a manager. Asynchrony will carefully investigate all reports, and employee confidentiality will be maintained to the fullest extent possible.

The Company's prohibition against threats and acts of violence applies to all persons involved in the Company's operation, including but not limited to personnel, contract, and temporary workers, and anyone else on Company property. Violations of this policy by any individual on Company property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

## **EMPLOYEE SAFETY AND HEALTH**

It is the policy of the Company to provide its employees a safe and healthy workplace and to follow procedures aimed at safeguarding all employees. Accident prevention and efficiency in production go together, neither should be given priority over the other.

Safety is everyone's responsibility. Every manager is expected to devote the time and effort necessary to ensure the safety of employees at all times.

### Responsibilities of the employee include:

- Obeying the safety rules.
- Following safe job procedures. Not taking short cuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a manager.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to managers.
- Promptly reporting every accident and injury to your manager.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.
- Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

## **WORKPLACE ACCIDENTS**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your manager and/or Human Resources. If you or another employee is injured, you should contact outside emergency response agencies, if needed.

Federal law (Occupational Safety and Health Administration) requires that we keep records of all illnesses and accidents, which occur during the workday. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your manager and/or Human Resources for more information.

No matter how insignificant an injury may seem at the time of occurrence, you should notify the on-site manager immediately of any workplace accident or injury.

## **DRUG FREE WORKPLACE POLICY**

The policy of the Company is to maintain a drug free workplace. As a condition of continued employment, all Company employees must comply with this policy. The term “workplace” is defined as Company property, any Company sponsored activity, or any other site where the employee is performing work for the Company or representing the Company. The term “drug” as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer, or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by Asynchrony’s health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting the Human Resource Department.

## **NON-FRATERNIZATION**

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supervisory employees in the Company or certain other employees in the Company.

Accordingly, managers and supervisors are discouraged from fraternizing or becoming romantically involved with one another or with any other employee of the Company. Additionally, all employees, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other employees, when, in the opinion of the Company, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

An employee involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to their supervisor so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including termination.

All employees should also remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

## **EXPORT CONTROL**

The Company's technology in the form of products, services, and technical data relating to the design, production and use of those products and services is subject to U.S. export laws and regulations. Before the Company's products and technical data can be exported, re-exported, or shipped outside of the U.S. or another country, the Company must obtain an export authorization from the United States.

You should be aware that your actions may have export implications. Export laws apply to:

- ◆ all international transactions, including international intercompany transactions and transactions where the recipient is a non-U.S. person located in the U.S.
- ◆ transactions with clients, suppliers, and original equipment manufacturers, and
- ◆ when we use business partners, alliance partners or agents to complete a delivery or provide a service including, but not limited to, any relationship where the Company will be involved with the export, re-export, or delivery outside of the U.S. or a non-U.S. country of hardware, components, software, technical data, and technical assistance.

Export laws cover more than just physical shipments. They also cover:

- ◆ electronic transfers of technical data, software or technology, or the provision of services over the Internet, an extranet or an intranet,
- ◆ application development and delivery,
- ◆ e-business and e-services activities,
- ◆ travel outside the United States with the Company's products or technology,
- ◆ providing technical specifications and performance requirements to suppliers for procurement from non-U.S. sources, and
- ◆ the application of personal knowledge (technical assistance) abroad.

It is against the law to engage in export activities without authorization or to facilitate the unauthorized transfers of the Company's technology.

Further, the United States from time to time imposes economic sanctions and trade embargoes to further foreign policy objectives. This is done by restricting and monitoring trade, investment, and financial transactions by U.S. persons and companies, and sometimes non-U.S. affiliates and persons, with certain countries, organizations, and individuals. US laws and regulations in this area apply to non-U.S. affiliates of the Company and can include transactions between a non-U.S. affiliate and another entity outside the U.S. The Company's employees shall abide by all applicable trade sanction laws.

Penalties for failure to comply with export laws are severe and can result in fines, loss of export privileges and imprisonment. If you have questions on export-related issues please refer to the Company's Export Control Policy and the Company's designated responsible person for export activities (currently Joy Ruzicka).

## **ANTIBOYCOTT**

U.S. law prohibits the Company and its subsidiaries and affiliates and their agents from complying with or supporting a foreign country's boycott of a country which is "friendly" to the United States. The Company is also required to report promptly to the United States Government any request to support a boycott or to furnish information concerning a boycott. A foreign country or an entity associated with the country could make such a request in a bid invitation, purchase order or contract, letter of credit or orally in connection with a transaction or in a number of other ways. Examples of improper boycott requests are requests that we refuse to do business with a boycotted country, including its citizens, or with so-called blacklisted companies who do business with the boycotted country or that we provide information about activities in a boycotted country or implement letters of credit with boycott conditions. If you hear of a boycott or receive a request to support a boycott or to provide information related to a boycott, you should contact the Company's designated responsible person for export activities (currently Joy Ruzicka).



## **BRIBERY**

In the course of their duties, Company employees may from time to time come into contact with government officials. It is vital that all such contacts be open and above board.

A U.S. law, the Foreign Corrupt Practices Act (FCPA), prohibits Company employees and agents from directly or indirectly offering or promising to pay, or authorizing the payment of money or anything of value to government officials outside the U.S., for the purpose of influencing the acts or decisions of those officials. Over sixty countries have enacted similar legislation prohibiting bribery by citizens of those countries of government officials in other countries. Company employees and agents shall comply with the FCPA and similar anti-bribery laws.

Facilitating payments shall not be made without the prior approval of the Company's Chief Executive Officer.

Additionally, almost every country has laws that prohibit the making, offer or promise of any payment or anything of value (directly or indirectly), to an employee or official of that country's government when such payment is designed to influence an official act or decision to win or retain business for us.

Accordingly, no payments, gifts, services, or any other item of value may be offered or given to any government official, anywhere in the world, if that payment, gift, service, or item is intended to, or could even have the appearance of being intended to, influence the actions of a government official to win or retain business for the Company.

## **COMPLAINT RESOLUTION PROCEDURE**

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the procedure described here for bringing your complaint to management's attention.

**Step One:** Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

**Step Two:** If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to go to the next level of management.

**Step Three:** If your problem is not resolved after discussion with company management, or if you feel discussion with company management is inappropriate, you are encouraged to request a meeting with a representative of the Asynchrony's Human Resource Department. In an effort to resolve the problem, the representative(s) will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the Company from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Company deems disciplinary action appropriate.

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## **HOURS AND COMPENSATION POLICIES**

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### **HOURS OF OPERATION**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

### **PAYDAY**

All employees will be paid semi-monthly on the 15th and last day of the month. For non-exempt hourly employees who work forty (40) hours per week and for exempt full-time employees, each paycheck will include earnings for work performed through the end of the current payroll period that ends coincident with the pay date. Overtime pay for hourly non-exempt employees, is included in the current pay period's pay date when practicable. Otherwise, such overtime pay shall be included in the employee's overtime compensation on the following pay date.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation. If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification satisfactory to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval from an officer of the Company.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages when the Company makes direct deposits.

Vacation pay will be paid on the regular pay cycle. If you resign, final settlement of services or wages will be made no earlier than the next regular pay cycle, or in accordance with state law, whichever is sooner.

If you are terminated, you will be issued a check on the next regular payday, or in accordance with applicable state law, whichever is earlier.

## **ABSENTEEISM AND TARDINESS**

The Company is able to secure work based upon our estimates of performance and our history of reliability. Therefore, the Company expects all employees to assume diligent responsibility for their attendance and promptness. Continued dependability, quality and pride of service are factors over which each individual employee has a great deal of influence. If you are absent and cannot perform your duties on time, or if you produce substandard work, then we all pay the price by losing the confidence of our customers.

The work schedule is constructed around the maximum working hours and capabilities of the staff. It is extremely important that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your manager as soon as possible but within the first 30 minutes of your work shift each day of your absence, unless you are granted an authorized medical or family medical leave. In the event of a disabling sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. In such instances, the Company also reserves the right to require you to submit to an examination by a physician designated by the Company at its discretion.

Unexcused or excessive absenteeism or tardiness may be grounds for disciplinary action, up to and including termination. If you are absent for three or more consecutive business days and fail to properly report your absences, this may be considered a resignation of your position and you may be terminated for abandonment of your job.

## **EMERGENCY OFFICE CLOSING**

It is the policy of the Company that offices be open during normal working hours in order to provide the service our clients require and expect from us. The Company has the sole discretion in determining if the office is to be closed in the event of inclement weather, power or other utility failure, fire, flood, earthquake, or some other emergency.

The Company realizes its obligation to employees' physical well-being and strives to maintain a safe place for employees to work. The occasional emergency situation which may arise needs to be handled efficiently and calmly. Your supervisor will advise of procedures to be followed when offices are closed because of inclement weather or when emergencies arise during the day.

## **EMPLOYEE TIMEKEEPING**

### ***Purpose***

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the company to keep an accurate record of time worked in order to calculate employee pay and benefits for non-exempt employees. Time worked is all the time actually spent on the job performing assigned duties. All employees should accurately record the time they begin and end their work by entering the hours worked each day into the Hour Reporting area of Ace. Overtime work must always be approved before it is performed.

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

### ***Accurate***

All employees must keep accurate records of time worked and certify the accuracy of all time recorded. Asynchrony utilizes an electronic timekeeping system within the Asynchrony Collaborative Environment ("Ace".) Each employee is assigned a unique user-id and password to access the system and report their time on an electronic timesheet. By using your private login to the Asynchrony timekeeping system, your submission of your time records serves as your certification of your reported hours and serves as the employee's signature of their time records. It is the responsibility of each employee to submit their own time and to protect their user-id and password to prevent unauthorized use. The supervisor will review and approve the time recorded before payroll processing.

As a company, we sell our talents and ideas in the form of results for clients. However, we charge for our services based on units of time at various rates. Failure to keep accurate and timely records of hours worked may result in inaccurate billing records, which will not be tolerated. It is your responsibility to ensure that you have been added to projects in Ace that are applicable to the clients you support and that relevant tasks have been assigned by your supervisor in order to facilitate the proper entry of time worked in Ace. If assistance is needed related to time keeping, you should contact your manager or the on-site supervisor.

### ***Timely***

All employees must accurately record their time on a daily basis with a clear indication of all time spent, if applicable, by project and client along with a brief statement of project elements accomplished for each. In order to maintain the integrity of our timekeeping system, each employee should record their hours as incurred each day and in no event later than 10:00 a.m. the day immediately following the day hours are worked. Employees who are traveling and unable to connect to our timekeeping system may record their hours no later than the end of the day immediately following the day that hours are worked. Certain circumstances may arise that prevent an employee from

recording their hours in a timely fashion; however, it is expected that such instances shall be rare.

### ***Corrections***

If you make an error, please correct your time record as soon as possible. If the hours originally reported have not yet been approved by the supervisor, you may update your timesheet and you must indicate in the memo field associated with the changed hours, what changed and provide a brief description & purpose for the correction. If the hours have been approved by your supervisor, you will need to request a correction to your time sheet by an administrator. The administrator will update the hours in our timekeeping system upon receipt of your written request for and approval of the revision.

## **OVERTIME FOR NON-EXEMPT EMPLOYEES**

It should be recognized that overtime and additional work other than that which is regularly scheduled might be required.

Overtime will be paid to eligible, non-exempt employees in accordance with applicable state law. The pay for regular overtime will be at the federal or state prescribed wage rate, whichever is higher.

All overtime must be authorized prior to its occurrence by your immediate supervisor. All overtime will be approved by your immediate supervisor in conjunction with the overall hour approval process.

### **Prohibited “Off the Clock” Work**

At no time should employees perform work while “off the clock.” All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify your onsite supervisor or, if your onsite supervisor has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify your Asynchrony Solutions Human Resource Department. No employee will be penalized in any way for making such a complaint.

## **PAY DEDUCTIONS AND SETOFFS**

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by the Company, usually to help pay off a debt or

obligation to the Company or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

## **EXEMPT EMPLOYEE REDUCTION OF SALARY**

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in the following circumstances:

1. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have accrued paid time off under Asynchrony's paid time off, vacation or sick policy, if any.
2. Exempt employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have accrued paid time off under Asynchrony's paid time off, vacation, sickness, or disability policy and the absence qualifies for pay under such policy.
3. Employees who are absent from work for jury duty, attendance as a witness, or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees, or military pay.
4. Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed pursuant to a written policy applicable to all employees regarding serious misconduct including but not limited to workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of such unpaid suspensions is hereby incorporated into all such policies.
5. Employees who work less than forty hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
6. Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under Asynchrony's paid time off, vacation, sickness, or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

This policy is subject to applicable law. The Company will follow the state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

Employees have access to their earned and vested sick, vacation and personal days via the Paid Time Off (PTO) link on the Ace homepage. Please contact Asynchrony Solutions Human Resource Department for any questions related to PTO.

### **Prohibited Reductions / Complaint Procedure**

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your Human Resource Specialist. The employee will not be penalized in any way for making such a complaint.

This policy is intended solely to implement FLSA regulatory requirements, will be applied and modified as necessary in accordance with such requirements, and is not to be considered any type of contract.

### **WAGE AND SALARY**

Wage rates and salaries vary according to your qualifications and previous work experiences, and a successful, stable work record. Rates for one particular job or classification cannot be compared as being relative to any other.

Any wage increase or adjustment in pay will be awarded on an individual basis dependent upon your performance and your overall contribution to the Company's profitability.

### **ADMINISTRATIVE PAY CORRECTIONS**

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

If you believe an error has been made in the amount of your pay, you should promptly bring the discrepancy to the attention of your supervisor or the on-site supervisor. The Company will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

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## **OPERATIONS POLICIES**

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### **APPEARANCE**

The Company's offices are designed to create an environment that enables you to be effective in completing your job responsibilities. As such, we support a casual dress code. We believe that comfort is not just reserved for Fridays. However, dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to customers and visitors.

During business hours or when representing the company, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves on site client engagements or dealing with customers or visitors in person.

If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work in accordance with federal and state law. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

### **USE OF PHONE AND MAIL SYSTEMS**

Employees may be required to reimburse the company for any charges resulting from their personal use of the telephone.

The use of the company-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

### **USE OF COMMUNICATION SYSTEMS**

It is the intent of the Company to provide the communication systems necessary for the conduct of its business. Employees are expected to adhere to proper use of all communication systems. These include but are not limited to the Telephone, Electronic Mail (E-Mail), Facsimile, Internet, Corporate Intranet, Instant Messaging, Voice Mail, Computer Terminals, Modems and Systems Software. Employees are permitted use of Company property and must comply with Company policies and procedures regarding its use.

The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages or information in the systems.

The Company reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other corporate correspondence. E-mail communications must be written following customary business communications practices as is used in Company correspondence. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees.

The Company's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religion, sex, national origin, physical disability, mental disability, age are also prohibited on the Company's communication systems.

Employees shall not attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the right to access an employee's messages at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

## **INTERNET CODE OF CONDUCT**

Access to the Internet has been provided to staff members for the benefit of the organization and its clients. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Company's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Company's public image, the following guidelines have been established for using the Internet.

### **Acceptable Use of the Internet**

Employees accessing the Internet are representing the Company. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Instant messaging programs and services may be used to conduct official Company business, or to gain technical or analytical advice. Databases may be accessed for information as needed.

### **Unacceptable Use of the Internet**

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-company business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the Company network or the network of other users. It must not interfere with your productivity.

### **Blogs**

Employees are not allowed to “host” their own personal journals/blogs on the Company’s communication system. Representing the Company in a journal/blog without prior Asynchrony management approval, regardless of whether it is done on the Company’s communication systems or not, is unacceptable. Derogatory remarks about Asynchrony made in a personal journal/blog by an employee may result in disciplinary action including termination.

### **Communications**

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-Company Internet systems.

### **Software**

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. It is acceptable for developers to download software libraries for use in project work, but any download of a self-executable application should be work-related and have prior management approval. Updates of a previously approved software application may also be downloaded at any time, though it would be a prudent use of resources to make sure that this update has not already been retrieved and stored on the shared file system before retrieving it from the original download source. Note that updated software may sometimes result in problems on a computer workstation, so there should always be an uninstall option as our technical support staff may not always be able to solve software conflicts without loss of data and productivity.

### **Copyright Issues**

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the Company. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination, or legal action by the copyright owner.

### **Passwords**

While our Systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the Company from accessing your files.

You are required, however, to disclose your password(s) to your manager, upon their request, in the event your system needs to be accessed by the Company when you are absent. Never disclose personal or system passwords to anyone other than authorized Company representatives.

Employees will not attempt to gain access to another employee's E-mail, or Voice Mail messages. However, the Company reserves the right to access an employee's messages at any time, without notice, to the employee.

### **Security**

All messages created, sent or retrieved over the Internet from the Company's computers or networks are the property of the Company, and should be considered public information. The Company reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

### **Harassment**

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religion, sex, national origin, physical disability, mental disability, age are will not be permitted.

### **Violations**

Violations of any guidelines listed herein may result in disciplinary action, up to and including immediate termination. If necessary, the Company will advise appropriate legal officials of any illegal violations.

### **Blogs**

Employees are not allowed to "host" their own personal journals/blogs on the Company's communication system. Representing the Company in a journal/blog without prior Asynchrony management approval, regardless of whether it is done on the Company's communication systems or not, is unacceptable. Derogatory remarks about Asynchrony made in a personal journal/blog by an employee may result in disciplinary action including termination.

### **Communications**

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-Company Internet systems.

### **Software**

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. It is acceptable for developers to download software libraries for use in project work, but any download of a self-executable application should be work-related and have prior management approval. Updates of a previously approved software application may also be downloaded at any time, though it would be a prudent use of resources to make sure that this update has not already been retrieved and stored on the shared file system before retrieving it from the original download source. Note that updated software may sometimes result in problems on a computer workstation, so there should always be an uninstall option as our technical support staff may not always be able to solve software conflicts without loss of data and productivity.

### **Copyright Issues**

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the Company. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination, or legal action by the copyright owner.

### **Passwords**

While our Systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the Company from accessing your files.

You are required, however, to disclose your password(s) to your manager, upon their request, in the event your system needs to be accessed by the Company when you are absent. Never disclose personal or system passwords to anyone other than authorized Company representatives.

Employees will not attempt to gain access to another employee's E-mail, or Voice Mail messages. However, the Company reserves the right to access an employee's messages at any time, without notice, to the employee

## **TECHNOLOGY USE POLICY**

This policy sets forth a basic set of standards for use and protection of Asynchrony's computer and information assets. This policy relates to, but is not limited to, computer workstations, servers, laptop computers, electronic mail, databases, networks and connection(s) to the intranet, Internet and any other information technology services available both now and in the future.

Information and Information Technology Systems, including the computers, networks and applications (both third party and proprietary), technology facilities and the data housed therein, permit individuals, including all officers and directors, full-time, part-time and temporary employees, interns, consultants, independent contractors and other non-Asynchrony personnel (collectively, "Users") to perform their duties at Asynchrony.

Asynchrony's Information and Information Technology Systems are intended solely for Asynchrony business purposes. Incidental personal use is permissible if the use: (i) does not involve a significant amount of resources that could otherwise be used for business purposes; (ii) does not interfere with a User's productivity; (iii) does not preempt any business activity; (iv) is not contrary to any other Asynchrony policy; (v) does not intentionally make Asynchrony susceptible to excessive spam or unsolicited requests; and (vi) does not disparage or diminish the reputation of Asynchrony or its employees, officers or clients. It is the responsibility of each User to ensure that Asynchrony Information and Information Technology Systems are used properly.

Users should not expect electronic communications made or received using Asynchrony's Information Technology Systems to be private. All electronic communications may be subject to disclosure to law enforcement or government officials or to other third parties through subpoena or otherwise. Users must ensure that all information contained in electronic communications is accurate, appropriate and lawful.

Users must conduct themselves in a courteous and professional manner when using Asynchrony Information Technology Systems, including when using email and other electronic communications.

### ***General Rules***

The following are some basic rules governing the use of Information and Information Technology Systems at Asynchrony Solutions.

### **HARDWARE AND SOFTWARE**

Asynchrony provides each User with job appropriate hardware and software. The hardware and software are owned and maintained by Asynchrony, which has the right at any time, without notice, to examine and/or confiscate any hardware, software or data maintained on such hardware and/or Asynchrony's Information Technology Systems. If there is a technology device that has not been provided to you that you believe will help you to be more productive in performing your duties, please request it through your department manager.

No unapproved information technology device shall be allowed to access information from resources within Asynchrony's protected corporate network. The term unapproved information technology device" includes, but is not limited to non-Asynchrony issued computers, laptops and storage devices. The visitor network segment is exempt from this policy since it is considered an extension of the Public Internet. Any information technology device not issued by Asynchrony that is desired for use on company property will only be allowed to access networked resources through the visitor network segment.

Exceptions will only be granted on a case-by-case basis, in writing, by the Chief Technology Officer.

Use, downloading, installation or storage of illegal or pirated software or files is not permitted in any form. In general, software will be approved if it is properly licensed, intended for a legitimate business purpose, and does not expose Asynchrony to security risks. Nonbusiness related software should not be installed on Asynchrony computers. If you are unsure of what is considered prohibited, please contact the Infrastructure Department.

Department managers may implement additional security measures in high-sensitivity areas.

### **USER ID AND PASSWORD**

Each User must have a User-ID and password prior to being able to use any Asynchrony computer or Information Technology System. A User-ID and password, both of which are to be unique to an individual, will be supplied to each User by the Infrastructure Department.

Each User is responsible for all activity that occurs on his or her User-ID unless such ID is stolen and it is demonstrated that the User was not negligent in having allowed such theft to occur. User-ID's are revoked when a User is no longer authorized to access Asynchrony's Information Technology Systems. User-ID's are also subject to suspension if not used regularly or if an incorrect password is entered repeatedly.

It is the responsibility of each User to protect the confidentiality of his or her password. Passwords must not be shared with others or recorded in any places where they might be found. The Help Desk must be informed of any actual or suspected password disclosures and will reset the password accordingly. Users are responsible for changing their passwords when prompted by the system.

Users must not allow other users to use their access without supervision.

\*\* See "Account Management Policy" for specifics.

### **REMOTE ACCESS (VPN)**

Asynchrony provides VPN access to the Information Technology Systems to facilitate work while away from the Asynchrony premises. Remote access to the VPN is granted to the User-ID's of all Asynchrony Employees, and is intended for Asynchrony business purposes only. Use of remote access is subject to this policy. Users must not share their remote access or allow others to use it either directly or indirectly.

### **DATA BACKUPS**

The Infrastructure Department conducts periodic backups of all information that resides on its central computer systems, servers and networks in order to protect Asynchrony's information resources from loss or damage. Maintenance of information stored on the

hard drive of a personal computer or laptop issued to a specific User by Asynchrony is the responsibility of the User and is not included in normal backup procedures and recovery capabilities. In case of equipment failure or upgrade, any information on a local system may be lost.

\*\* See “Backup and Recovery Procedure” for data retention specifics.

\*\* See “Disaster Recovery Procedure” for emergency recovery specifics.

### **VIRUS-SCREENING SOFTWARE**

Virus-screening software has been and will continue to be installed on Asynchrony desktop and laptop computers and must not be disabled for any reason. No User may take any steps to disable any firewalls, filters or similar protections that have been installed by Asynchrony. Users may not load onto the Information Technology Systems or transmit any disabling software, such as Trojan horses, viruses, worms, time bombs or any other form of malware or disabling code.

### **LOCK COMPUTER**

Asynchrony computers must utilize a password-protected screen saver, configured to activate after no more than 15 minutes of inactivity, unless an exception is approved by the Infrastructure Department.

Each User must lock his or her computer at any time the User leaves their computer unattended and before leaving the office at the end of the workday. Users should never leave their computers unlocked and unattended.

Users entrusted with Asynchrony computer assets, including desktops, laptops, portable devices, and software, must exercise due diligence at all times to prevent theft, destruction or other misuse of the assets. If an Asynchrony computer or information technology device is lost or stolen, the Infrastructure team must be notified immediately.

### **THIRD PARTY SOFTWARE**

No User should include any code that is subject to any open source license in an Asynchrony program, application, or file without the prior authorization and approval of Asynchrony's legal counsel. Use of stand-alone open source tools is permitted as long as the license is adhered to.

Unauthorized duplication of copyrighted computer software violates the law and is contrary to Asynchrony's standards of conduct. Asynchrony prohibits such copying and recognizes the following principles as a basis of preventing such occurrences:

- Asynchrony will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances;
- Asynchrony will provide legally acquired software to meet its legitimate software needs in a timely fashion and in sufficient quantities for all Asynchrony computers;



- Asynchrony will comply with all license or purchase terms regulating the use of any software that Asynchrony acquires or uses; and
- Asynchrony will enforce internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards.

### **POLICY COMPLIANCE AND REPORTING**

All Users are responsible for complying with this Policy and for immediately reporting any known or suspected violations to their immediate supervisor or to the Infrastructure Department. These policies may be enforced by automated means using server-level security settings, by limiting user access on a specific information technology device, or by the installation of security or anti-vulnerability software installed by Infrastructure Department personnel. Users must not circumvent or attempt to circumvent Asynchrony security controls or disable security software installed on Asynchrony systems.

Exceptions to this policy must be approved, in writing, by the Chief Technology Officer.

## TELECOMMUTING

Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace. It is a work alternative that the company may offer to some employees when it would benefit both the organization and the employee.

Employees who believe telecommuting can enhance their ability to get the job done should submit a written request to their managers proposing how it will benefit the company and themselves. The request should explain how they would be accountable and responsible, what equipment is necessary, and how communication barriers will be overcome.

The decision to approve a telecommuting arrangement will be based on factors such as position and job duties, performance history, related work skills, and the impact on the organization.

The employee's compensation, benefits, work status, work responsibilities, and the amount of time the employee is expected to work per day or per pay period will not change due to participation in the telecommuting program (unless otherwise agreed upon in writing).

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 they were before the employee began telecommuting. Changes to this schedule must be reviewed and approved in advance by the employee's supervisor.

During working hours, the employee's at-home workspace will be considered an extension of the company's workspace. Therefore, workers' compensation benefits may be available for job-related accidents that occur in the employee's at-home workspace during working hours. All job-related accidents will be investigated immediately.

The company assumes no responsibility for injuries occurring in the employee's at-home workspace outside the agreed-upon work hours. The employee agrees to maintain safe conditions in the at-home workspace and to practice the same safety habits as those followed on the company's premises.

In the case of an injury while working at home, the employee will immediately report the injury to the immediate supervisor to get instructions for obtaining medical treatment.

The employee should not undertake to provide primary care for a young child during at-home working hours. If a young child will be home during the employee's at-home working hours, some other individual should be present to provide primary care. However, if a young child is ill, the employee may, on a temporary basis, provide primary care for that child subject to approval of the employee's supervisor.

Telecommuting is an alternative method of meeting the needs of the organization and is not a universal employee benefit. As such, the company has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.

## **SAFETY ISSUES FOR CELLULAR PHONE USE**

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving except as described below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options if available, refrain from discussion of complicated or emotional discussions and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

In situations where job responsibilities include regular driving and accepting of business calls, all employees are required to use hands-free equipment to facilitate the provisions of this policy. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to discipline, including termination.

## **CUSTOMER RELATIONS**

The Company strives to consistently provide customers with a product and service that is of exceptional quality and value.

In order to realize our commitment to excellent customer service, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with customers by gaining their trust and respect through professional, honest interaction.
- Handle complaints quickly and professionally. Never argue with a customer. If you are unable to resolve the complaint to the customer's satisfaction, review the situation with your supervisor.
- Communicate with customers in a professional manner whether in person, over the phone, or via e-mail.

Always remember that you are the Company to our customers and our reputation and the customer's perception of the company is attributed to each employee.

## CONFLICT OF INTEREST

Employees are expected to act ethically, honestly and with the highest standard of personal integrity at all times in the performance of their job responsibilities. In all situations, all employees are expected to conduct the company's business in accordance with applicable laws and regulations.

Employees should not engage in any activity, practice or conduct which conflicts with, or appears to conflict with the interests of the company, its customers, or suppliers. As in all their job duties, employees dealing with customers, suppliers, contractors, competitors or any person doing or seeking to do business with Asynchrony are to act in the best interests of the company regardless of personal preference and must not create the perception of personal advantage.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Asynchrony's business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

The mere existence of a relationship with outside firms does not necessarily create a conflict of interest. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Asynchrony as soon as possible the existence of the relationship so that safeguards may be established to protect all parties.

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might create a conflict or appear to create a conflict, or that might influence, or appear to influence the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$100, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

If you are uncertain as to the applicability of this policy to your work, you are responsible for seeking guidance from your manager or Human Resources.

## **SOLICITATIONS AND DISTRIBUTION OF LITERATURE**

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing literature, circulating petitions in work or sales areas is prohibited unless it is approved by the on-site supervisor, or as a part of a Company-sponsored event. The following guidelines will apply throughout the Company:

- An officer will approve and post all information that is displayed on the Company's bulletin board or make available for review or distribution to employees.
- Trespassing, soliciting or distributing literature by non-employees is prohibited on Company premises.

## **COMPANY PROPERTY**

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks, and any other property located on Company premises or work sites. Entry on Company premises or work sites constitutes consent to searches or inspections.

## **SECURITY INSPECTIONS**

The company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the company prohibits the possession, transfer, sale, or use of such materials on its premises. The company requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of the company. Accordingly, any agent or representative of the company can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

The company likewise wishes to discourage theft or unauthorized possession of the property of employees, the company, visitors, and customers. To facilitate enforcement of this policy, the company or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the company's premises.

## **WEAPONS**

It is the intent of the Company to provide a safe and secure workplace for employees, clients, clients' customers, visitors and others with whom we do business. The Company expressly forbids the possession of firearms on company property, even where an individual holds a concealed carry endorsement. The Company has "zero tolerance" for possession of any type of weapon, firearm, explosive, or ammunition. Company property includes, but is not limited to, all company facilities, vehicles, and equipment, whether leased or owned by the Company or its client. In addition, firearms in employee-owned vehicles parked on company property are strictly forbidden.

The possession of firearms on company property may be cause for discipline including immediate termination of employment. In enforcing this guideline, the Company reserves the right to request inspections of any employee and their personal effects, including personal vehicles while on company premises. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

Employees within the company share the responsibility of identifying violators of this guideline. An employee who witnesses or suspects another individual of violating this guideline should immediately report this information to their on-site supervisor.

## **SMOKING**

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in company offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout the premises where smoking is either permitted or prohibited. If you have any questions related to the designated areas you should seek clarification from the Asynchrony Human Resources Department. Because the company may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. Please contact your on-site supervisor or the Human Resource Department if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the Company's complaint resolution procedure, which is described elsewhere in this section of the handbook.

## **TRAVEL**

The company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The employee's immediate supervisor must approve all business travel and other expenses in advance of being incurred.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the company. Employees are expected to limit expenses to reasonable amounts. The company provides services to a wide variety of clients including government agencies. As such, expense

reimbursements are subject to per diem limits as prescribed by the federal government. Employees are encouraged to limit actual expenses to no more than the per diem rates unless otherwise approved in advance by their direct supervisor.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the company may not be used for personal use without prior approval.

With prior approval, a family member or friend may accompany employees on business travel when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within 14 days. Receipts for all individual expenses of twenty-five dollars (\$25.00) or more should accompany reports.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

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

## **RETURN OF PROPERTY**

Employees are responsible for all the company property, materials, or written information issued to them or in their possession or control. Employees, on or before their last day of work, must return all the company property. Where permitted by applicable laws, the company may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. You may be required to sign a wage deduction authorization form for this purpose. The company may also take all action deemed appropriate to recover or protect its property.

## **RENTAL CARS AND NON-OWNED VEHICLES**

The following are specific policies related to use of non-owned vehicles such as rental cars:

- Employees must have a valid driver's license and be insurable by the company's automobile insurance carrier. Any changes in the status of your driver's license (revocation, suspension, DUI, etc.) must be reported immediately to your supervisor.
- Obey all traffic laws and speed limits; wear seat belts at all times, maintain a safe speed for road, traffic, and weather conditions; practice defensive driving techniques.
- Daily records must be kept of the business purpose for use of rental cars and/or non-owned vehicles.

- Only authorized employees or other authorized persons are permitted to drive or ride in a rental car and/or non-owned vehicle for Company business.
- Alcohol or illegal drugs will **not** be allowed in a rental car or non-owned vehicle used for Company business at any time.
- Employees who have been drinking alcoholic beverages or are under the influence of drugs are prohibited from operating a rental car and/or non-owned vehicle for Company business.
- Vehicles must be properly maintained and kept clean at all times.
- Report accidents to management immediately, regardless of perceived damage.
- Any damage to a rental car and/or non-owned vehicle used for Company business caused by employee gross negligence is the responsibility of the employee.

## **PERSONAL VEHICLES**

Employees may use their personal vehicles on official company business provided prior approval has been obtained from their supervisor. A mileage rate based on acceptable and current company guidelines will be paid to an employee who uses his or her personal vehicle on official company business. Minimum insurance requirements as specified by the company's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide proof of insurance.

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## LEAVE OF ABSENCE POLICIES

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### FAMILY AND MEDICAL LEAVE

Under the Family and Medical Leave Act of 1993, as amended (“the Act”), Asynchrony grants family and medical leaves of absence to “eligible employees” for the following:

1. the birth of an employee’s child or to care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the care of an employee’s spouse, child, or parent (“family member”) who has a serious health condition;
4. the employee’s serious health condition which prevents the employee from performing any one essential function of the employee’s position;
5. “active duty leave”: the employee’s responding or attending to a “qualifying exigency” arising out of a covered family member’s active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation. A “covered family member” for purposes of this leave includes a spouse, son, daughter or parent of the employee; or
6. “servicemember family leave”: the employee’s care of a spouse, son, daughter, parent, or next of kin (nearest blood relative) who has incurred a serious illness or injury in the line of duty while on active duty in the Armed Forces, and that illness or injury has rendered the servicemember medically unfit to perform the duties of the member’s office, grade, rank or rating.

For purposes of family and medical leave, a “serious health condition” as set out in (3) and (4) above is defined as an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

#### **Eligible Employee**

An active full-time or part-time employee is eligible for FMLA leave under any of the above leave categories provided that on the date the employee requests leave:

1. He has been employed by Asynchrony for at least 12 months; and
2. He has worked 1,250 hours during the 12-month period immediately preceding the commencement of leave.

In determining FMLA eligibility, an employee re-employed following military service will be given credit for (i) the period of uniformed service towards the months-of-employment eligibility requirement, and (ii) the hours of service that would have been performed but for the period of uniformed service.

### **Length of Family and Medical Leave and Active Duty Leave**

An eligible employee is entitled to a combined total of 12 workweeks of unpaid leave within a 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within 12 months of the birth or placement of the child, and it must also be taken as an uninterrupted, continuous leave of absence unless Asynchrony allows intermittent leave or a reduced schedule for these reasons.

If both a husband and wife are employed by Asynchrony, and are eligible for leave, except for leave due to the employee's serious health condition, the two may take a combined total of 12-weeks. Intermittent leave or a reduced schedule may be approved for the employee's serious health condition or a family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

### **Length of Servicemember Family Leave**

An eligible employee is entitled to a combined total of 26 workweeks of unpaid leave within a single 12-month period for servicemember family leave. Leave to care for an injured or ill servicemember, whether or not combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. If both a husband and wife are employed by Asynchrony, and are eligible for servicemember leave, the two may take a combined total of 26-weeks. Intermittent leave or a reduced schedule may be approved for servicemember family leave where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

Servicemember family leave runs concurrent with other leave entitlements provided under federal, state, and local law.

### **Substitution of Paid Leave**

An employee taking family and medical leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave, paid time off and short-term salary continuation, if applicable, before continuing leave on an unpaid basis. An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any family and medical leave, active duty leave, whether paid, unpaid, or a combination thereof, will be counted

toward the 12-week leave entitlement. Any servicemember family leave, whether paid, unpaid, or a combination thereof, either taken by itself or together with any other family and medical leave and/or active duty leave, whether paid, unpaid or a combination thereof, will be counted toward the 26-week leave entitlement.

### **Employee Notification Requirements**

If an employee expects to take family and medical leave, active duty leave or servicemember family leave, the employee must notify the Asynchrony Solutions Human Resources Department of the intention to take leave at least 30 days in advance of the expected leave. Following proper notification, the employee must complete a Leave of Absence Request form and provide any required medical certification.

If the need for leave is not foreseeable, the employee must provide notification of leave to the Asynchrony Solutions Human Resource Department as soon as is practicable under the circumstances. An employee's failure to provide 30 days advance notification for foreseeable leave may result in a delay of leave.

### **Medical Certification**

An employee who takes leave for the employee's serious health condition or to care for a family member with a serious health condition must submit to the Asynchrony Solutions Human Resource Department written medical certification of the need for such leave from the applicable health care provider. Failure to provide the certification in a timely manner may result in a delay of leave. Asynchrony may request a second or third medical opinion at Asynchrony's expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by Asynchrony and the employee, shall be final and binding on Asynchrony and the employee. In addition, while the employee is on leave, Asynchrony may require the employee to provide periodic recertification of the employee's medical condition (not to exceed once every 30 days) and Asynchrony may inquire as to the employee's intentions to return to work.

An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work. Where an employee is on servicemember family leave and is unable to return to work because of the continuation, recurrence or onset of the serious illness or injury suffered by the covered servicemember, the employee will be required to provide a certification issued by the health care provider of the servicemember being cared for by the employee. Failure to provide any such applicable certification may result in the delay or denial of job restoration.

### **Active Duty Leave Certification**

An employee who takes active duty leave must submit to the Asynchrony Solutions Human Resource Department written notice of an impending call or order to active duty in support of a contingency operation as soon as is reasonable and practicable under the circumstances.

### **Benefits Continuation**

The same health care benefits coverage provided to an employee on the day prior to taking family and medical leave will be maintained for up to the 12 weeks required for family and medical leave and active duty leave, or up to the 26 weeks required for servicemember family leave, or as required by law, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making their periodic payment of the required contribution to Asynchrony at the following address.

Attn: Leave and Disability Group  
Asynchrony  
1701 Washington Avenue  
Saint Louis, MO 63103

Upon completion of the leave granted under this policy, or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by the Act, to reimburse Asynchrony for any employee contributions paid by Asynchrony while the employee was on unpaid leave.

While on leave, an employee must continue to pay the employee's contributions or loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). Contact your Asynchrony Payroll Specialist for details regarding employee contributions and/or loan payments.

The period of time an employee is on family and medical leave will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. Absences due to leave will not be counted as time worked for the purpose of seniority or computing vacation, sick leave or personal days.

### **Job Restoration**

An employee will be returned to the same or an equivalent position when the employee returns from family and medical leave, active duty leave or servicemember family leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with Asynchrony is affected by a decision or event not related to the employee's leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he was not on leave.

Certain "key employees" as defined under the FMLA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the assigned company. Asynchrony will notify such employees of their "key employee" status and the conditions under which job restoration will be denied, if applicable.

### **Workers' Compensation and Family and Medical Leave**

With some exceptions, an absence related to a workers' compensation injury is not counted against an employee's family and medical leave entitlement. If an employee who was injured on the job and as a result who suffered a "serious health condition" declines the offer of a medically-approved "light duty" position, the employee should notify Asynchrony Solutions Human Resource Department that he chooses to exercise his family and medical leave rights, if he is so eligible. If the employee accepts the "light duty" position in lieu of any family and medical leave or returns to work within 12 weeks after the date of the injury, the employee will retain his right to be restored to the same or an equivalent position until 12 weeks have passed unless a decision or event not related to the employee's leave of absence occurs which results in the termination of the employee or the elimination of the job position.

### **Questions About Family and Medical Leave**

If you have any questions about your rights or responsibilities under this policy, contact the Asynchrony Human Resource Department.

Asynchrony will comply with all applicable federal, state and local laws in administering this policy.

## **CONTINUATION OF BENEFITS**

It is the policy of Asynchrony to provide the following health care benefits to employees who are away from work.

All active full-time employees covered by the Asynchrony Benefit Plan will be eligible to continue medical coverage for up to 12 weeks, or up to 26 weeks for servicemember family leave (or a combination of servicemember family leave and up to 12 weeks of other family and medical or active duty leave), following the beginning of a leave for:

- an authorized, paid or unpaid leave of absence; or
- a temporary lay-off due to lack of work.

An employee who is away from work for one of the above stated reasons must pay his share of employee coverage, including dependent coverage, if any, to maintain health care coverage during the time away from work. Upon the expiration of 12 weeks, or 26 weeks, if applicable, or if an employee fails to pay his employee contribution for benefits within 30 days from the established due date communicated to the employee and no applicable state or federal law provides otherwise, the employee's health care coverage, including dependent coverage, will be terminated. An employee will be offered coverage through COBRA upon the expiration of either the 12 weeks or 26 weeks, if applicable, in accordance with applicable law.

## **MILITARY LEAVE OF ABSENCE**

A leave of absence without pay for military or reserve duty is granted to full-time regular and part-time regular employees. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders to the on-site manager as soon as possible.

If the employee is a reservist or a member of the National Guard, the employee is granted time off without pay for required military training. The employee may, however, use any accrued but unused vacation time or PTO.

In the event a full-time, regular employee is called to full-time active military duty, the Company will place the employee on an approved leave of absence. In such instances, all earned and unused paid time off will be frozen and remain available for use at the conclusion of the first twelve (12) months of full-time active military duty. In addition, the Company will continue the employee's compensation, determined as of the beginning date of the military service, reduced by any amounts earned by the employee from such full-time active military duty for up to twelve (12) months. In cases involving longer term, full-time active military duty, the Company may, in its sole discretion, extend this compensation policy for an additional period of time.

Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

Employees who are absent from work for full-time active military leave may have their salary reduced by the amount of payment they receive in the form of military pay.

## **PERSONAL NON-FMLA LEAVE OF ABSENCE**

Employees may be granted a leave of absence to attend to personal matters in situations in which the Company determines that an extended period of time away from the job will be in the best interest of the employee and the Company.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's supervisor 30 days prior to commencement of the leave period, or as soon as is practicable. The supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor.

Employees on personal leave will be required to use all accrued personal and vacation days while on leave before going unpaid. The Company will continue health insurance and other benefits to employees on leave for no longer than 12 weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as paid vacation, holiday, personal and sick days do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be an actual or potential conflict of interest.

If possible, an employee returning from a personal leave of absence will be returned to the same or a job position similar to the one that they held before taking leave, but employment cannot be guaranteed. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

## **PREGNANCY RELATED ABSENCES**

The company will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

## **BEREAVEMENT LEAVE**

If a death occurs in the family of a full-time regular or part-time regular employee, the employee will be compensated for time lost from the regular work schedule in accordance with the following guidelines. The employee will be granted up to five days off from work with pay in the event of the death of a spouse, domestic partner, child, parent, sibling or comparable step relation; up to three days in the event of the death of a grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law or comparable step relation; and one day in the event of the death of a relative not a member of your immediate family as defined herein. Request for bereavement leave should be made to your immediate manager.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

## **JURY DUTY AND WITNESS LEAVE**

If a full-time regular employee is summoned to jury duty, the employee will continue to earn salary during the period of jury duty for up to a maximum of fifteen working days per calendar year.

A non-full-time regular employee will be given time off without pay while serving jury duty. All employees are allowed unpaid time off if summoned to appear in court as a witness. To qualify for jury or witness duty leave, an employee must submit to his or her supervisor a copy of the summons as soon as it is received. In addition, proof of service must be submitted to the employee's supervisor when the period of jury or witness duty is completed. Employees who are absent from work for jury duty or attendance as a witness may have their salary reduced by the amount of payment they receive in the form of jury fees or witness fees.

## **WORKERS' COMPENSATION INSURANCE**

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are covered by workers' compensation insurance provided by Asynchrony or based on state regulations.

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

If an employee is injured or becomes ill on the job, the employee must immediately report such injury or illness to the on-site supervisor. This ensures that the Company can help obtain appropriate medical treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed timely in accordance with the law, which may delay benefits in connection with the injury or illness. Questions regarding workers' compensation insurance should be directed to the on-site supervisor.

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## **EMPLOYEE BENEFITS AND SERVICES**

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### **HOLIDAYS**

Regular full-time employees are eligible for paid holidays during each calendar year. To receive holiday pay, a non-exempt employee must work the regularly scheduled workday before and after the holiday, unless an exception is approved in writing by the on-site supervisor. A paid holiday does not count as a day worked in calculating overtime for the week.

The Company observes eight holidays each year:

- New Year's Day                      January 1st
- Memorial Day                      Last Monday in May
- Independence Day                July 4th
- Labor Day                          First Monday in September
- Thanksgiving Day                Fourth Thursday in November
- Day after Thanksgiving        Fourth Friday in November
- Christmas Eve                    December 24th
- Christmas Day                    December 25th

The company will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- \* Regular full-time employees
- \* Regular part-time employees

To be eligible for holiday pay, non-exempt employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

In addition to the recognized holidays previously listed, eligible employees will receive two (2) personal days in each anniversary year. To be eligible, employees must complete ninety (90) calendar days of service in an eligible employment classification. These personal days must be scheduled with the prior approval of the employee's supervisor.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

## VACATION

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy unless alternative agreements are made in writing and endorsed by all parties involved.

- \* Regular full-time employees
- \* Regular part-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule: *Vacation days are earned and accrued on a monthly basis.*

- Upon initial eligibility the employee is entitled to 10 vacation days each year, accrued monthly at the rate of 0.833 days.
- After 5 years of eligible service the employee is entitled to 15 vacation days each year, accrued monthly at the rate of 1.250 days.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Paid vacation time can be used in increments of not less than four (4) hours. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to two times the annual vacation amount, further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

## **SICK DAYS**

The company provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- \* Regular full-time employees
- \* Regular part-time employees

Eligible employees will accrue sick leave benefits at the rate of 6 days per year (.50 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own medical care, illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Before returning to work from a sick leave absence of 3 calendar days or more, an employee may be required to provide a physician's verification that he or she may safely return to work.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 6 calendar days worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave benefits are intended solely to provide income protection in the event of medical care, illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Sick days will not be used in the calculation of overtime. Please familiarize yourself with the absenteeism and tardiness policy, as it is the proper procedures to follow when an absence has or will occur.

Employees are not permitted to report sick time in excess of earned and unused sick days. If an employee has no available sick days, additional sick time shall be first reported as personal time, then as vacation time up to the earned and unused amounts of each. Thereafter, employees may be placed on an unpaid leave of absence.

## **VOTING**

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted paid time off to vote. The time off to vote may not exceed three hours. Evidence of voter registration and voting may be required.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

## **NATURE OF EMPLOYMENT**

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the company.

However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor the company is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedures, the company reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by the chief executive officer of the company.

## **EMPLOYEE RELATIONS**

The company believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the company amply demonstrates its commitment to employees by responding effectively to employee concerns.

## HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **April 2010** and understand that violations of the policies contained in the Handbook, including the anti-harassment policy, could result in disciplinary action, up to and including termination.

I further understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure, or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract. Either the Company or I have the right to terminate my employment at any time.

I further understand that no manager, supervisor or representative of the Company, other than the CEO or President, has any authority to enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be enforceable unless it is in writing and signed by both parties.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the on-site supervisor.

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*Employee Signature*

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*Date*

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*Name Printed*

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*Social Security Number  
(Last 4 Digits Only)*

**Please sign and keep this acknowledgment for your records.**

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*Employee Signature*

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*Date*

---

*Name Printed*

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*Social Security Number  
(Last 4 Digits Only)*

**Please sign and give this copy of the acknowledgment to the Asynchrony Human Resources Department.**