



VSOLVIT LLC

EMPLOYEE HANDBOOK

Welcome to VSolvit!

VSolvit is a national award-winning technology services company that specializes in Project/Program Management, Cybersecurity, Business Intelligence systems, Data Warehousing, Geographic Information Systems (GIS), and Custom Apps/Application Development. We have high-quality benchmarks as evidenced by our Capability Maturity Model Integration for Development (CMMI-DEV) and Service (CMMI-SVC) Level 3-appraised processes and ISO 9001, ISO 20000, and ISO 27000 certified quality management systems. We currently support multiple large-scale government agencies such as the Department of Defense, Department of Housing and Urban Development, Department of Education, and the Department of Agriculture, as well as the Naval Facilities Engineering Command (NAVFAC), Naval Air Systems Command (NAVAIR), Naval Supply Systems Command (NAVSUP), and the Naval Surface Warfare Centers (NSWC) at Port Hueneme and Corona. Our team members are spread across the CONUS and OCONUS (including Guam).

We have been consistently recognized for our outstanding technology performance and commitment to our customers. Key milestones include:

- 2010** 5 Year, \$14.5 Million USDA-RD EGIS Contract Award
- 2011** USDA Woman Owned Business of the Year
- 2012** SBA Region IX Minority Business Person of the Year KYF2 application launch from the White House
- 2013** 5 Year, \$53 Million Navy NAVFAC EBS Contract Award
Los Angeles Minority Business Person of the Year
- 2014** 5 Year, \$500 Million Ceiling USDA FSA DFAD

- Contract Award
- Goldman Sachs 100 Most Intriguing Entrepreneurs
- SBA Innovation through Technology Business of the Year
- Workforce Investment Board Prosperity Award
- Cybersecurity CRADA with NSWC PHD
- 2015** USDA-RD Woman Owned Contractor of the Year
- 2016** Obtained International Organization for Standardization (ISO) International Electrotechnical Commission (IEC) 20000-1:2011 and ISO/IEC 27001:2013 Certified and Capability Maturity Model Integration for Services (CMMI SVC) Level 3 Appraised
- 2017** Successfully completed recertification of CMMI-DEV Level 3
- 2018** Expansion of geographic & customer footprint - e.g. Dugway (Army), Norfolk (SPAWAR)
- Full and Open Contract Awards – MFOM & GIDEP
- Successfully completed surveillance audits for ISO 20000-1:2011, ISO 27000-1:2013, and ISO 9001:2015
- 2019** ENCORE III Contract Vehicle Award
- Full and Open Contract \$62M NSWC Corona
- ARPA IT Task Order Award
- Set Aside Contract Awards - USCIS Office & Bureau of Engraving and Printing
- Launch of VSolvit Partner Network
- Recertification of ISO 20K certification and upgraded to version 2018
- Recertification of ISO 27K certification
- 2020** JAIC Joint Common Foundation SETI Award
- NITE NSWC Corona Award
- NCTS Guam TOSS Award
- NAVFAC EBS to 2001 Maximo QA Support Award

ISO Renewal
Excellent MFOM Project CPARS
Roll out of a Contract Lifecycle Management
Tool (Agiloft)
JAIC Joint Common Foundation on SETI \$13
million award
NUTE NSWC Corona \$2 million award
NCTS Guam TOSS \$1 million award
Prime on NAVFAC EBS \$500,000 award

Mission and Core Values

OUR MISSION

To enable our clients, partners, and stakeholders to be more successful by sharing our expertise in technology.

OUR CORE VALUES/CULTURE ASPIRATIONS

- **Respect for the individual:** Treat each person – our customers, our associates, our partners, and our vendors– as we would like to be treated.
- **Integrity:** Always act with openness and honesty. This is a way of life.
- **Teamwork:** Together everyone achieves more.

- **Innovation:** Be solution-centric. Accept challenges as opportunities, not threats.
- **Quality:** Quality is not an act; it is a habit.

OUR LOGO

The VSolvit logo has a deeper meaning to us:



People working together.....



The horizon.....



Check mark = "We will get the job done"



Letter from our CEO

First, a warm welcome in joining the VSolvit family! As the newest member of the VSolvit (“VSolvit” or the “Company”) team, you are expected to continue the tradition of providing outstanding customer service. To our customers and others in the community with whom you will have contact with as an employee, you are VSolvit, you are the company! The extent to which we are considered professional, knowledgeable, efficient, reliable, trustworthy, and friendly will be measured by how others see these qualities in you.

As a technology service provider, our most important asset (our “secret sauce” for success) is our team. VSolvit believes that success depends primarily on a dedicated team that challenges itself to achieve its highest goals and constantly improves. That’s why we make the extra effort to hire the best employees, set high benchmarks for performance, and hold each team member accountable for performance. VSolvit is dedicated to continuing to foster this culture through an environment of candid, transparent, and open-door interaction with the senior leadership.

As VSolvit grows, we want our team members to grow with us. High performers and achievers are recognized at VSolvit, and the company goes to great lengths to promote from within. It is expected that you will take charge of your own career trajectory at VSolvit and realize your own professional goals.

We believe in “Pursuing Excellence,” not perfection. As we continue to grow and evolve - individually, as a team, and as a collective organization - there will be things that will work well and things that need to change. I encourage you to contact your supervisor, management, and leadership team to share your experiences.

We believe that, as a VSolvit employee, you will contribute directly to the Company's growth and success. This Employee Handbook has been developed to give you an overview of the current policies and procedures that affect your employment. Please read it carefully, familiarize yourself with its contents, and keep it handy as a periodic reference source.

We hope that you will take pride in being a member of our family - an imperfect, but super achieving, talented, and hardworking family. We also hope that you can build and realize your professional dreams and aspirations as we progress in our journey together. We sincerely wish you every success here and hope that your experience will be enjoyable, challenging, and rewarding.

Welcome aboard,
Payal Kamdar
CEO

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A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the Company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The Company complies with federal and state law and this handbook generally reflects those laws. The Company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the Company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the CEO of the Company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time will be put into writing and signed by the CEO of the Company.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied, or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE CEO OF THE COMPANY.

This Employee Handbook refers to current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Equal Employment Opportunity

Our company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex (including sexual orientation and gender identity), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. VSolvit is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

We will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. company will take appropriate corrective action, if and where warranted. VSolvit prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Human Resources Department or your manager/supervisor.

In Alabama, the following are a protected class: race, religion, sex (includes pregnancy, child birth, and related medical conditions, sex, stereotyping, transgender status and gender identity), national origin (includes limited English proficiency) age, disability, political affiliation or belief or against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

In Arizona, the following are a protected class: race, color, religion, sex, age [40 or over], disability, AIDS/HIV status, national origin, status as a cardholder for medicinal marijuana, and genetic test results.

In California, the following are a protected class: race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists); religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions or breast feeding; perceived pregnancy; actual or perceived gender; gender identity or expression (including transgender); sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; military and veteran status; lawful conduct occurring during nonworking hours away from company premises; age [40 or over]; and citizenship status. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

In District of Columbia, the following are a protected class: race, color, religion, national origin, sex, age (18 years or older) marital status, personal appearance, sexual

orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business.

In Florida, the following are a protected class: race; color; religion; sex; pregnancy; national origin; age; handicap; genetic test results; Florida National Guard membership; AIDS and/or related diseases (unless the absence of the AIDS virus is a bona fide occupational qualification); sickle-cell trait [as to refusal to hire or discharge]; and marital status.

In Georgia, the following are a protected class: race, sex, age, disability, national origin, color or relation.

In Hawaii, the following are a protected class: race; sex; pregnancy, childbirth or related medical conditions; sexual orientation; gender identity or expression; age; religion; color; ancestry; disability; marital status; arrest or court records; credit history or credit report; genetic information or genetic testing; AIDS test results, domestic or sexual violence victim status; and legal lifestyle activities.

In Illinois, the following are a protected class: sex; sexual orientation [including heterosexuality, homosexuality, bisexuality and gender-related identity]; pregnancy, childbirth, or related medical conditions; arrest records; criminal history (that has been sealed or expunged); credit history or credit report; genetic information and testing; mental or physical disability.

In Indiana, the following are a protected class: race; religion; color; sex; disability; national origin; ancestry; off duty use of tobacco; use of a service animal by an employee with a disability; veteran status; filing for a protective order; and age [between 40 and 75].

In Kansas, the following are a protected class: race, religion, color, sex, disability, national origin, genetic information, ancestry, pregnancy, childbirth or related medical conditions, and age [40 or older].

In Kentucky, the following are a protected class: race, color, religion, sex, national origin, sexual orientation, gender identity or expression..

In Louisiana, the following are a protected class: race, color, religion, sex, disability, age, sickle cell trait, pregnancy, childbirth and related medical conditions.

In Maryland, the following are a protected class: race; color; religion; age; sex; sexual orientation; gender identity; national origin; marital status; pregnancy; childbirth; disability; genetic information; credit history; and those employed with the company for 90 days who are members of the civil air patrol.

In Massachusetts, the following are a protected class: Race, religious creed, color, national origin, ancestry, sex, gender identity, sexual orientation, disability, genetic information, age [40 and above], pregnancy, criminal record, lie-detector test, victim of sex offense or domestic violence.

In Michigan, the following are a protected class: disability; religion; race; color; national origin; age; sex; pregnancy, childbirth or related medical condition [that does not include nontherapeutic abortion not intended to save the life of the mother]; height; weight; marital status; and genetic information.

In Missouri, the following are a protected class: race; color; religion; national origin; sex; ancestry; age [between 40 and 70]; disability; genetic information; HIV, AIDS and AIDS-related complex [excluding individuals who have a currently contagious disease or infection and who, by reason of such disease or infection, would

constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, are unable to perform the duties of their employment]; off-site lawful tobacco or alcohol use (unless such use interferes with job performance of any employee or overall operation of the company's business); decision to join any fire department or fire protection district, and membership in organized militia.

In Nevada, the following also are a protected class: race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, age, physical or mental disability including human immunodeficiency virus, genetic information, off duty lawful use of products, consumer credit information, and national origin.

In New Hampshire, the following are a protected class: race, color, religion, sex, national origin, age, disability, genetics, political affiliation or belief, and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA) and its amendment Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or their participation in any WIOA Title I financially assisted program or activity.

In New Jersey, the following are a protected class: race, creed, color, national origin, nationality, ancestry, age, sex, pregnancy or breastfeeding, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, civil union status or domestic partnership status, and mental or physical disability (including perceived disability, and AIDS and HIV status).

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, for displaying the American flag on the employee's person or workstation, as long as the display does not substantially and materially interfere with the employee's job duties, legal use of consumable products or legal recreational activities off Company premises during nonworking hours, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

In North Carolina, the following are a protected class: race, religion, color, national origin, age, sex (including pregnancy) or handicap, any qualified person with a disability (can include both physical and mental disabilities), sickle cell trait or the hemoglobin C trait, genetic testing information, and persons having AIDS virus or HIV infection.

In Ohio, the following are a protected class: race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, disability, age [40 and older], citizenship status, and genetic information, military status, and caring for a parent, child, sibling, or spouse injured while in the armed service.

In Oklahoma, the following are protected classes: race, color, religion, sex, including, but not limited to: pregnancy, childbirth, and medical related conditions, national origin, age [40 and over]. Genetic information. **Genetic information** is information derived from the results of a genetic test but does not include

family history, the results of a routine physical examination or test, of a chemical, blood or urine analysis, of a test to determine drug use, of a test for the presence of HIV, or of any other test commonly accepted in clinical practice at the time the HIV test is ordered. Disability (physical or mental).

In Oregon, the following are a protected class: race; religion; color; sex; pregnancy, childbirth, and related medical conditions or occurrences; national origin; marital status; domestic partnership status; age [18 or older]; sexual orientation; uniformed service; credit check or credit history; genetic information; off duty tobacco usage; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law.

In Pennsylvania, the following are a protected class: race; color; religious creed; ancestry; age [40 or over]; sex; pregnancy, childbirth and related medical conditions; national origin, non-job related handicap or disability, or the use of a guide or support animal.

In South Carolina, the following are a protected class: race; religion; color; sex; pregnancy, childbirth, or related medical conditions; age [40 or over]; national origin; disability; and tobacco use outside the workplace.

In Tennessee, the following are a protected class: National Guard membership; and tobacco use during non-working hours.

In Texas, the following also are a protected class: race; color; disability; religion; sex; pregnancy, childbirth, or a related medical condition; national origin; age [40 or over] and genetic information [or refusal to submit to a genetic test].

In Utah, the following are a protected class: Race, color, sex, pregnancy, childbirth, and related medical conditions, age 40 and above, religion, national origin, disability, retaliation, sexual orientation, gender identity.

In Virginia, the following also are a protected class: race; color; religion; national origin; sex; pregnancy, childbirth, or related medical conditions (including lactation); age [40 or over]; disability; genetic characteristics; and marital status.

In West Virginia, the following are a protected class: race, color, religion, sex, national origin, age 40 and above, disability, ancestry, retaliation, pregnancy, childbirth, and related medical conditions.

In Wisconsin, the following are a protected class: age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, use or nonuse of a lawful product off the employer's premises during nonworking hours.

You may discuss equal employment opportunity related questions with the Human Resources Manager or any other designated member of management.

Affirmative Action

The Company has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to make sure that:

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- a) Persons are recruited, hired, assigned and promoted without regard to race, religion, color, national origin, citizenship, sex, sexual

orientation, gender identity, veteran status, uniform service member status, age, disability or any other legally recognized protected personal characteristics.

- b) Similarly, all other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to race, religion, color, veteran status, uniform service member status, national origin, citizenship, sex, sexual orientation, gender identity, age, disability or any other legally recognized protected personal characteristics.

We have appointed the Human Resources Manager to take on the responsibility of Company EEO coordinator. The EEO coordinator will be responsible for the day-to-day implementation and monitoring of our Affirmative Action Plan. As part of that responsibility, the EEO coordinator will periodically analyze the Company's personnel actions and their effects to ensure compliance with our equal employment policy.

If you have any questions about this policy or would like to review or be considered under our Affirmative Action Plan, please see the Human Resources Manager.

Human Resources Manager EEO acknowledgment:

VSolvit LLC's Human Resources Manager and EEO Administrator have reviewed and fully endorse the Company's Affirmative Action and Equal Employment Opportunity program. All employees of the Company are requested and expected to assist and support the Company's objective of equal employment opportunity for all.

Alternative Dispute Resolution

In any organization, employment disputes will arise, sometimes requiring resolution through a formal proceeding. Traditionally, this proceeding has been conducted through our court system. However, our court system too often has proven to be an exceedingly costly and time-consuming process, thus failing to provide the parties involved with an acceptable resolution of the dispute.

With this in mind, VSolvit has developed and implemented an Alternative Dispute Resolution Policy ("ADR Policy"). We believe that the procedures set forth in the ADR policy will result in a fair and equitable means for resolving those types of employment disputes that all too often become unnecessarily protracted. These procedures ensure that all parties have an opportunity to meet and see if there is a mutually satisfactory basis for resolving their dispute. Failing to reach an amicable resolution, the ADR policy provides for a fair hearing before an impartial, objective individual who has been selected by both sides. The neutral arbitrator will have the full authority to resolve this matter, protecting the rights of all parties.

We hope that employees will never find the need to utilize these procedures and that their employment will be free of major disputes or issues. However, in the event a dispute should arise, these procedures are there to ensure that the dispute is handled fairly and efficiently. Employees will be asked to execute and enter into the ADR Policy in conjunction with their employment with the Company.

The Company is dedicated to what we believe is an excellent employee relations program. Our success is achieved through the efforts of a talented team. We believe in fostering an environment where employees are rewarded and recognized for their contributions and achievements. We are committed to striving to maintain

good working conditions, competitive wages and benefits, open, honest, two-way communications, and employee engagement. If an employee has a problem, please tell us. We believe the Company is receptive to employee concerns and is always looking for ways to make the Company an even better place to work.

IF EMPLOYEES HAVE A PROBLEM

If there is something about the job that is bothering any employee, the Company would like them to get it out in the open and discuss it. We cannot answer employee's questions or attempt to solve problems unless employees tell us what it is the Company can do. The Company's problem-solving procedure offers all employees the freedom to discuss anything they wish with their managers. The Company encourages employees to discuss matters directly with management who will always have an "Open Door" to hear employees' concerns. If employees have a problem, it can usually be resolved by bringing it to the attention of one or more of the following:

1. Supervisor
2. Human Resources
3. VSolvit General Counsel
4. Arbitration

This procedure, which we believe is important for both employees and the Company, may not result in every problem being resolved to an employee's satisfaction. However, the Company values employees' input and employees should feel free to raise issues of concern without fear of retaliation.

Please note that the Company utilizes a system of binding arbitration for disputes with employees that cannot be resolved informally, and which would otherwise be subject to resolution in a court of law.

Pregnancy Accommodation

The Company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the Company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The Company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact Human Resources Manager.

Accommodations for Nursing Mothers

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. Under the Affordable Care Act, employers must provide reasonable lactation break time for one year after the child's birth. In Colorado, Hawaii and New York, lactation breaks will be provided for the following length of time after the birth of the child:

Colorado Employees

Up to two years after the child's birth.

Hawaii Employees

Up to one year after the child's birth.

New York Employees Up to three years following the child's birth. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Expressed milk can be stored in the company refrigerator or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for others who may share the refrigerator

Notify your supervisor to request time to express breast milk under this policy. The Company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your supervisor.

California employees should refer to their state specific policy.

Americans with Disabilities Act

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the Human Resources Manager of the need for accommodation. Upon doing so, the Human Resources Manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The Company will not seek genetic information in connection with requests for accommodation. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

Requesting Workplace Accommodations for Individuals with Disabilities

VSolvit LLC values diversity and is committed to provide equal employment opportunities to all qualified employees and applicants, including those with disabilities. VSolvit LLC follows all state and federal laws and regulations, including the California Fair Employment and Housing Act (CFEHA), the Americans with Disabilities Act of 1990 (ADA), and Section 503 of the Rehabilitation Act of 1973.

Disability is defined by the ADA as any physical or mental impairment that substantially limits one or more of an individual's major life activities (e.g., caring for oneself, walking, seeing, hearing, speaking, breathing, learning, sitting, standing), or a record of a physical or mental impairment that substantially limited a major life activity. To ensure quality of access for employees and applicants with disabilities, VSolvit LLC will provide reasonable accommodations to enable the individual to perform the essential functions of his/her job.

Implementation and Responsibility

- a. **Employees and Applicants** are responsible for initiating requests for any desired disability related accommodations.
- b. **Supervisors** are responsible for receiving requests for workplace accommodations, informing employees of the process and referring requests to the appropriate human resources manager. Supervisors are responsible for initiating a discussion concerning accommodations when they have reason to believe an employee's disability precludes the employee from initiating a request.
- c. **Human Resources Staff** is responsible for evaluating the request, determining what type of documentation is necessary, and determining if the requested accommodation is appropriate and effective.

Process – Recommended Steps

- a. **Request:** The employee or applicant is responsible for requesting an accommodation for his/her disability. The request shall be made to the individual's supervisor, local human resources manager, or recruiter. Requests can be verbal or in writing and include:

- a. Name, telephone number, and address
- b. Department
- c. Supervisor
- d. Physical or mental condition and its duration
- e. Nature of request
- f. Brief explanation of how the requested accommodation will enable the employee to perform the essential functions of his/her job

b. Discussion & Interactive Process: When received, the supervisor or Human Resources Manager will meet with the individual to acknowledge the request and explain the process. The manager or Human Resources Manager will also meet with the individual as necessary to discuss the request and accommodation alternatives. This is meant to be interactive.

c. Documenting the Disability: The Company official evaluating the requested accommodation will determine what type of documentation is necessary to verify the disability. This may vary depending on the nature and extent of the disability and the accommodation requested. It is the individual's responsibility to provide the requested documentation on his/her disability. The request for an accommodation can be evaluated once the individual submits all documentation to the Company, Human Resources Manager, and/or the supervisor.

- d. Evaluation:** Appropriate accommodation options are determined following an individualized assessment of each request. The manager or HR will consider the needs and requests for reasonable accommodation to determine whether the necessary equipment or services exist in a different department or unit before investing in new equipment or additional services. Among the factors considered in determining reasonable accommodations for employees are:

- (1) What is the extent of the individual's physical or mental condition, and how does it affect his/her needs in the workplace setting?
- (2) Does the individual's physical or mental condition limit one or more major life activities?
- (3) Will the requested accommodation allow the individual to perform the essential job functions effectively?
- (4) Will the requested accommodation alter or remove an essential function of the job?
- (5) What impact will the requested accommodation or modification have on the department or unit?

VSolvit LLC is not required to provide an accommodation that will eliminate an essential function of the job in question or to provide an accommodation or service that is personal in nature, such as a hearing aid or wheelchair. Furthermore, VSolvit LLC is not required to lower performance, production, or conduct standards, or alter attendance requirements expected of employees.

- e. **Notification:** The VSolvit LLC official evaluating the request for an accommodation shall provide the individual with written notification of the determination within 30 calendar days of receiving the completed request (including the requested documentation). If the determination includes an accommodation, the notice will also include the expected implementation date. If the Company official needs additional time to assess a request or to provide an accommodation, he/she shall provide the individual with written notification of the status of the request and a proposed date of determination.

Resolving Disagreements

In the event an individual disagrees with the determination and/or proposed accommodation, he/she may contact VSolvit LLC at (805) 277-4705 for assistance in resolving the issue.

Confidentiality and Records

All Company managers and HR have a legal obligation to maintain confidentiality regarding an individual's disability-related information. To that end, supervisors and local human resources managers shall provide information to others only when necessary to facilitate accommodations.

A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

No Harassment

VSolvit LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The Company prohibits retaliation against employees

who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In Alabama, the following are a protected class: race, religion, sex (includes pregnancy, child birth, and related medical conditions, sex, stereotyping, transgender status and gender identity), national origin (includes limited English proficiency) age, disability, political affiliation or belief or against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

In Arizona, the following are a protected class: race, color, religion, sex, age [40 or over], disability, AIDS/HIV status, national origin, status as a cardholder for medicinal marijuana, and genetic test results.

In California, the following are a protected class: race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists); religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions or breast feeding; perceived pregnancy; actual or perceived gender; gender identity or expression (including transgender); sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; military and veteran status; lawful conduct occurring during nonworking hours away from company premises; age [40 or over]; and citizenship status. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

In District of Columbia, the following are a protected class: race, color, religion, national origin, sex, age (18 years or older) marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business.

In Florida, the following are a protected class: race; color; religion; sex; pregnancy; national origin; age; handicap; genetic test results; Florida National Guard membership; AIDS and/or related diseases (unless the absence of the AIDS virus is a bona fide occupational qualification); sickle-cell trait [as to refusal to hire or discharge]; and marital status.

In Georgia, the following are a protected class: race, sex, age, disability, national origin, color or relation.

In Hawaii, the following are a protected class: race; sex; pregnancy, childbirth or related medical conditions; sexual orientation; gender identity or expression; age; religion; color; ancestry; disability; marital status; arrest or court records; credit history or credit report; genetic information or genetic testing; AIDS test results, domestic or sexual violence victim status; and legal lifestyle activities.

In Illinois, the following are a protected class: sex; sexual orientation [including heterosexuality, homosexuality, bisexuality and gender-related identity]; pregnancy, childbirth, or related medical conditions; arrest records; criminal history (that has been sealed or expunged); credit history or credit report; genetic information and testing; mental or physical disability.

In Indiana, the following are a protected class: race; religion; color; sex; disability; national origin; ancestry; off duty use of tobacco; use of a service animal by an employee with a disability; veteran status; filing for a protective order; and age [between 40 and 75].

In Kansas, the following are a protected class: race, religion, color, sex, disability, national origin, genetic information, ancestry, pregnancy, childbirth or related medical conditions, and age [40 or older].

In Kentucky, the following are a protected class: race, color, religion, sex, national origin, sexual orientation, gender identity or expression..

In Louisiana, the following are a protected class: race, color, religion, sex, disability, age, sickle cell trait, pregnancy, childbirth and related medical conditions.

In Maryland, the following are a protected class: race; color; religion; age; sex; sexual orientation; gender identity; national origin; marital status; pregnancy; childbirth; disability; genetic information; credit history;

and those employed with the company for 90 days who are members of the civil air patrol.

In Massachusetts, the following are a protected class: Race, religious creed, color, national origin, ancestry, sex, gender identity, sexual orientation, disability, genetic information, age [40 and above], pregnancy, criminal record, lie-detector test, victim of sex offense or domestic violence.

In Michigan, the following are a protected class: disability; religion; race; color; national origin; age; sex; pregnancy, childbirth or related medical condition [that does not include nontherapeutic abortion not intended to save the life of the mother]; height; weight; marital status; and genetic information.

In Missouri, the following are a protected class: race; color; religion; national origin; sex; ancestry; age [between 40 and 70]; disability; genetic information; HIV, AIDS and AIDS-related complex [excluding individuals who have a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, are unable to perform the duties of their employment]; off-site lawful tobacco or alcohol use (unless such use interferes with job performance of any employee or overall operation of the company's business); decision to join any fire department or fire protection district, and membership in organized militia.

In Nevada, the following also are a protected class: race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, age, physical or mental disability including human immunodeficiency virus, genetic information, off duty lawful use of products, consumer credit information, and national origin.

In New Hampshire, the following are a protected class: race, color, religion, sex, national origin, age, disability, genetics, political affiliation or belief, and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA) and its amendment Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or their participation in any WIOA Title I financially assisted program or activity.

In New Jersey, the following are a protected class: race, creed, color, national origin, nationality, ancestry, age, sex, pregnancy or breastfeeding, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, civil union status or domestic partnership status, and mental or physical disability (including perceived disability, and AIDS and HIV status).

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, for displaying the American flag on the employee's person or workstation, as long as the display does not substantially and materially interfere with the employee's job duties, legal use of consumable products or legal recreational activities off Company premises during nonworking hours, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

In North Carolina, the following are a protected class: race, religion, color, national origin, age, sex (including pregnancy) or handicap, any qualified person with a disability (can include both physical and mental disabilities), sickle cell trait or the hemoglobin C trait, genetic testing information, and persons having AIDS virus or HIV infection.

In Ohio, the following are a protected class: race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, disability, age [40 and older], citizenship status, and genetic information, military status, and caring for a parent, child, sibling, or spouse injured while in the armed service.

In Oklahoma, the following are protected classes: race, color, religion, sex, including, but not limited to: pregnancy, childbirth, and medical related conditions, national origin, age [40 and over]. Genetic information. **Genetic information** is information derived from the results of a genetic test but does not include family history, the results of a routine physical examination or test, of a chemical, blood or urine analysis, of a test to determine drug use, of a test for the presence of HIV, or of any other test commonly accepted in clinical practice at the time the HIV test is ordered. Disability (physical or mental).

In Oregon, the following are a protected class: race; religion; color; sex; pregnancy, childbirth, and related medical conditions or occurrences; national origin; marital status; domestic partnership status; age [18 or older]; sexual orientation; uniformed service; credit check or credit history; genetic information; off duty tobacco usage; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law.

In Pennsylvania, the following are a protected class: race; color; religious creed; ancestry; age [40 or over]; sex; pregnancy, childbirth and related medical conditions; national origin, non-job related handicap or disability, or the use of a guide or support animal.

In South Carolina, the following are a protected class: race; religion; color; sex; pregnancy, childbirth, or related medical conditions; age [40 or over]; national origin; disability; and tobacco use outside the workplace.

In Tennessee, the following are a protected class: National Guard membership; and tobacco use during non-working hours.

In Texas, the following also are a protected class: race; color; disability; religion; sex; pregnancy, childbirth, or a related medical condition; national origin; age [40 or over] and genetic information [or refusal to submit to a genetic test].

In Utah, the following are a protected class: Race, color, sex, pregnancy, childbirth, and related medical conditions, age 40 and above, religion, national origin, disability, retaliation, sexual orientation, gender identity.

In Virginia, the following also are a protected class: race; color; religion; national origin; sex; pregnancy, childbirth, or related medical conditions (including lactation); age [40 or over]; disability; genetic characteristics; and marital status.

In West Virginia, the following are a protected class: race, color, religion, sex, national origin, age 40 and above, disability, ancestry, retaliation, pregnancy, childbirth, and related medical conditions.

In Wisconsin, the following are a protected class: age, race, creed, color, disability, marital status, sex, national

origin, ancestry, sexual orientation, arrest record, conviction record, military service, use or nonuse of a lawful product off the employer's premises during nonworking hours.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No

member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, customers, employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. Human Capital Director at (805) 277-4705, 4171 Market Street, Suite 2, Ventura CA 93003 or hr@vsolvit.com.
2. Direct Supervisor at (805) 277-4705 or 4171 Market Street, Suite 2, Ventura CA 93003.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The Company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other Company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Internal Investigations

It is the policy of VSolvit to review and, if necessary, investigate all allegations of suspected or known violations of company policy.

Such allegations of misconduct will be reviewed in a timely manner and, if necessary, investigated at the direction of the HR Manager or General Counsel to determine the relevant facts and circumstances of the alleged violation or misconduct and, if necessary conduct a thorough and timely investigation.

Investigation reports will be submitted to appropriate Management personnel, who are responsible for

determining the appropriate corrective and disciplinary actions.

Every employee has a duty to report known or suspected violations of company policy, even when personally involved in the violation.

Reports of known or alleged misconduct should be reported to an immediate supervisor or Human resources.

Every reasonable effort will be made to maintain the confidentiality of the source of the report. Additionally, reports can be made on an anonymous basis.

Supervisors are responsible for promptly notifying Legal or Human Resources upon receipt of a report of alleged misconduct.

There will be no retaliation taken against any employee who reports, in good faith, a suspected or known violation. Any employee who engages in retaliatory behavior towards a real or suspected reporter will be subject to disciplinary action up to and including immediate termination.

Employees are expected to cooperate with investigations by providing truthful accounts and relevant documentation in response to investigator questions and related information requests.

Employees who fail to cooperate, or otherwise impede an internal investigation may be subject to disciplinary action in accordance with the organization's disciplinary action process.

Categories of Employment

FULL TIME EMPLOYEES are those normally scheduled to work at least 30 hours per week, as determined by the

Company in its sole discretion. Full-time employees are eligible for Company sponsored benefits.

PART TIME EMPLOYEES are those normally scheduled to work less than 30 hours per week, as determined by the Company in its sole discretion. Unless otherwise required by applicable law, part-time employees are not eligible for most Company sponsored benefits.

ON-CALL EMPLOYEES are those scheduled on an *as-needed* basis, as determined by the Company in its sole discretion . Unless otherwise required by applicable law, on-call employees are not eligible for Company sponsored benefits accrual.

TEMPORARY EMPLOYEES are those employed to work for a limited duration, typically to supplement the workforce or to assist on special projects. These positions are not intended to be a part of the Company's continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for Company sponsored benefits.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES Bona fide executive, administrative, and professional employees are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Your offer letter will notify you of your employment classification.

Driver's License/Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to Human Resources immediately. Violations of this policy may result in immediate termination of your employment.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility no later than the third business day following the start of employment with VSolvit.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

New Employee Orientation

Upon joining our company, you were given this copy of our Employee Handbook and completed the acknowledgement of receipt. During the new hire orientation you will be asked to review your information through the online Human Resources portal, complete any payroll information, and make your benefit elections.

To obtain a copy of the Employee Handbook, you can locate this document on VSolvit's internal intranet, VNET. The link was shared with you during orientation. Additionally, the Handbook and other company policies are located on the Google drive which is shared with you upon hire. If you need further assistance locating this information, please reach out to your direct supervisor for assistance.

The operations of your department are the responsibility of your supervisor. They are a good source of information about the Company and your job.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, you should request a meeting with the Human Resources Manager. They will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the Arbitration Agreement.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Your Pay and Progress

Recording Your Time

Employees will complete their time on a daily basis and submit recorded hours weekly as directed by their managers. Time records must show all hours worked with project charge codes or departmental codes and labor distribution codes (e.g., overhead, contract, vacation time, sick time) that were incurred for the week. Time records should not be completed in advance, with the exception of Vacation, Sick Time, and Jury Duty.

Non-exempt employees must record their hours on our timekeeping system. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees must record their hours on our timekeeping system. Exempt employees are required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

For most employees, the workweek starts on Saturday and ends on Friday.

Workday Defined

A 'workday' is defined as a consecutive 24-period beginning at the same time each calendar day, but it may begin at any time of the day.

Workdays may vary depending on your contract specifications and/or work schedule. For full details, please check with your direct supervisor for clarification.

Exempt Pay vs Work Hours

Exempt employees are paid in accordance with State and Federal definitions of their exemption status.

Hours worked are recorded in conjunction with the workweek and requirements of their contract.

Workweek Defined

A 'workweek' is defined as any seven (7) consecutive days, starting with the same calendar day each week beginning at any hour on that day.

VSolvit's workweek begins on Saturday and ends on the following Friday.

Alternative	Workweek	Schedule
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On some contracts, VSolvit has adopted the alternative workweek schedule of our Government Customer in order to comply with our contractual obligations and in an effort to provide our customer with their required support. If an

employee is assigned an alternative workweek schedule, the schedule assigned would follow the 9/80 schedule.

In the 9/80 schedule, an employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day.

Employees should complete their timecards to accurately reflect hours worked each day. If an employee uses sick or vacation hours during the week, they should enter the number of hours they would have normally worked for that scheduled day as either sick or vacation. Example: An employee who would normally work 9-hours on a Monday who is taking a sick day would enter 9-hours of sick leave for that day. If a holiday falls on a regularly scheduled work day, the employee will receive 8 hours pay for the holiday. The employee must then charge the additional 1 hour (if the holiday falls on a 9 hour day when on a 9/80 schedule) to paid time off hours or leave without pay.

Employees are not eligible for overtime on days they work 9-hours, if they are assigned to work the 9/80 schedule.

Compressed Workweek Schedule

On some contracts, VSolvit has adopted the compressed workweek schedule of our Government Customer in order to comply with our contractual obligations and in an effort to provide our customer with their required support. If an employee is assigned a compressed workweek schedule, the schedule assigned would follow the 4/10 schedule.

In the 4/10 schedule, an employee works four 10-hour days in every one work week. Typically, the employee would have every Friday off.

Employees should complete their timecards to accurately reflect hours worked each day. If an employee uses sick or vacation hours during the week, they should enter the number of hours they would have normally worked for that scheduled day as either sick or vacation. Example: an employee who would normally work 10 hours on a Monday but is taking a sick day would enter 10 hours of sick leave for that day. If a holiday falls on a regularly scheduled work day, the employee will receive 8 hours pay for the holiday. The employee must then charge the additional 2 hours (if on a 4/10 schedule) to paid time off hours or leave without pay.

Employees are not eligible for overtime on days they work 10 hours if they are assigned to work the 4/10 schedule.

Payday

You will be paid biweekly on Friday for the period that ends on the previous Friday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the Payroll Department immediately. They will assist you in taking the steps necessary to correct the error.

Pay Transparency Policy Statement

The Company will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Paycheck Deductions

The Company is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and

the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The Company will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with the Payroll Department.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an adjustment which will be paid no later than your next regular payday.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

To elect for direct deposit, go to the online Human Resources portal to add the bank information and how

you want the funds allocated. You will then provide a voided check or pre-printed direct deposit form to the Payroll department for verification purposes.

Performance Standards

A major factor in the success of the entire company is the individual effectiveness of the employees. VSolvit expects their employees to provide excellence in service and in work product. In addition to job specific expectations, all employees are expected to follow the Company's Rules of Conduct, Standards of Conduct, Policies, and Performance Standards. While it would be impossible to list all performance standards, some examples include:

- Utilizes skills and abilities effectively
- Delegates responsibilities appropriately
- Provides an environment of motivation
- Manages performance of staff, as applicable
- Works effectively with others
- Actively contributes to the achievement of group and organizational goals
- Accepts shared responsibility and ownership of projects
- Maintains open communication among team members
- Projects a customer orientation – is customer focused
- Analyzes and solves problems within realistic time frames

- Involves the appropriate people in defining and resolving a problem
- Supports decision with facts and rationale
- Listens actively to others
- Asks appropriate questions for clarification
- Gives and receives feedback
- Recognizes and manages conflict effectively
- Adapts to change without loss of effectiveness
acquires new knowledge/skills to meet changing demands
- Adheres to normal working hours
- Meets all deadlines

Performance Reviews

Your performance is important to our company. Once each year, your supervisor will review your job progress within our company and help you set new job performance plans.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within the Company. All full-time employees are eligible for an annual performance review and consideration for a merit pay increase. Employees will complete a self-performance evaluation, receive a performance review from their supervisor, and discuss the findings of these two evaluations. Merit increases are not guaranteed and are based on Company performance and financials.

The completed evaluations will be retained in the employee's personnel file. The performance evaluation will be discussed and signed by both the employee and the manager to ensure that all strengths, areas for improvement, and job goals for the next review period are clearly communicated.

Job Descriptions

The Company maintains a job description for each position in the Company. The job description outlines the essential duties and responsibilities of the position. As with any position, additional expectations exist. Some of these are adherence to normal working hours, meeting deadlines or informing managers when it is not possible, staying focused on the assigned task, and completing other duties as assigned. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

Overtime (California

Employees)

There may be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. **If you are a non-exempt employee, you must have all overtime approved in advance by your supervisor.**

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt workers will be paid at a rate of time and one-half their regular rate of pay for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week not compensated as daily overtime; and (3) for the first eight hours of work on a seventh day of work in a single workweek; and at a rate of double their regular rate of pay for: (a) hours worked in excess of 12 hours in a day; and (b) hours worked in excess of eight hours on a seventh day of work in a single workweek. In accordance with state law, rest and recovery periods may count as hours worked.

We will allow employees to make up time for work missed because of their personal obligations. If you wish to do so, you must provide your supervisor with a written and signed request for each occasion that you desire to make up time. However, an employee who makes up missed time in the same workweek will not be paid overtime for the additional hours of work on a given day unless they exceed 11 on that day or total more than 40 in that week. **Only actual hours worked count toward computing weekly overtime.**

If you have any questions concerning overtime pay, check with Human Resources.

**Overtime
(All****Other****Employees)**

There may be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with Human Resources.

**Additional Compensation for Exempt
Employees**

As per the Federal Labor Standards Act, the Company's payroll processes, and as communicated in their offer letters; exempt (or salaried) employees are paid on a bi-weekly basis not hourly.

Employees that qualify for exempt status are paid at a bi-weekly rate as determined by their annual salary. Employees who are eligible for additional compensation will be assigned a "REGST" charge code by Payroll. The use of the REGST (Regular Straight) charge code is applicable only when a contract permits it and the employee has received prior approval by their Project

Manager. The requirement to record their worked hours via a timecard is specifically for our contractual obligations.

Per federal and state laws, REGST would only be calculated once the eligible employee has worked over 40 regular (straight/worked) hours. Vacation, sick, and any other paid time off are not included in that calculation. REGST is not authorized to be used during a Holiday week.

Any questions or concerns should be communicated to the Human Resources Department.

On the Job

Social Security Number Privacy and Protection of Personal Information

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with Company policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this Company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

For more information about this policy and the Company's operating procedures, please contact your supervisor or the Human Resources Manager.

Wage Disclosure Protection (California Employees)

The Company, consistent with California law, does not prohibit an employee from inquiring about, disclosing, comparing, or otherwise discussing the employee's wages or the wages of another employee.

The Company will not take an adverse employment action or retaliate against an employee for discussing his or her wages. The Company will not prohibit an employee from lodging a complaint or testifying, assisting, or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy shall be construed to permit an employee with regular access to wage information in the course of the employee's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or an employee to disclose wages in response to an inquiry by another employee.

Deviations in Customer Records

Occasionally you may find what appears to be an obvious clerical or mathematical error on the part of the customer. Mistakes of this nature should tactfully be brought to the attention of the appropriate person. When discussing such an error, be certain of the mistake, be careful with whom it is discussed and most importantly, be diplomatic in handling the misunderstanding.

During your career, you may discover or suspect evidence of theft, embezzlement, defalcation, or some other irregular practice on the part of the customer or customer personnel. If such an event occurs, inform your supervisor immediately. Under no circumstances should you discuss the matter with the customer or customer personnel.

Use of Customer Telephones

When working at a customer's location, keep telephone usage to a minimum. Do not disclose the location and telephone number of your customer assignment to outsiders. Direct all telephone calls to our company to ensure the identities of our customers are protected. Messages will then be relayed to staff members working at the customer's place of business.

Personal calls must be made from outside the customer's location. Incoming personal calls or calls from other customers are not permitted.

Access to Personnel Files

Upon request, current and former employees may inspect their own personnel files at a mutually agreeable time, on Company premises in the presence of a Company official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases, earnings and deductions, or discipline. The Company will make the records available within 30 days after receipt of a written or oral request for review. Exceptions include records regarding criminal investigation and any letters of reference maintained by the Company. You will be allowed to have a copy of any document that relates to your performance or any grievance that concerns you. The Company complies with state law record retention requirements for current and former employees.

For more information, contact your supervisor or the Human Resources Manager.

Other Employee Records

In addition to the Official Personnel File, the following Employee Records are maintained on each employee by the Human Resource Department. Medical records of physical examination forms other than those required under DOT, OSHA, Workers' Comp, or other applicable regulations. These records are filed in a separate folder, one for each employee.

Record Security

Personal and medical records must be secured at all times. Medical records should be stored in a separate folder or section from Personnel Files. The Human Resource Department is responsible for maintaining the file and access to the file is limited to a need-to-know basis.

Document Retention

The Company maintains a formal document retention policy and procedure. Your supervisor will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the Company's policy have been satisfied. Failure to comply with the Company document retention policy and procedure may result in discipline up to and including discharge.

Meal, Rest, and Recovery Time

Except for certain exempt employees, all employees who work five or more hours in a day are required to take an uninterrupted 30-minute unpaid duty-free meal period to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Company, employees must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the employee being at liberty to use the meal period time as the employee wishes.

An employee shall not be required to work during a meal period, in accordance with state law. If the Company fails to provide an employee with a required meal period, the employee will be paid one additional hour of pay at the employee's regular rate of compensation.

The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods, or time spent working during meal periods.

No Company manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to your supervisor.

Waiver of Meal Period. Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to your supervisor for clarification on whether you are entitled to waive your second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from your supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

On Duty Meal Period. In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of your job duties requires it, and you and the Company have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

Meal Time (New York Employees)

Employees working a shift of more than six hours will be provided at least 30 unpaid minutes for a meal between 11:00 a.m. and 2:00 p.m. Employees working a shift that starts before 11:00 a.m. and continues past 7:00 p.m. will be provided an additional unpaid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Employees working a shift of more than six hours between 1:00 p.m. and 6:00 a.m. will be provided an unpaid meal period of at least 45 minutes midway through the shift. Approving the scheduling of this time is the responsibility of your supervisor.

Rest and Recovery Periods (California Employees)

Employees will receive one uninterrupted, duty free 10-minute paid break for every four hours worked (or major fraction thereof). Rest and recovery periods will occur as close to the middle of a four-hour work period as is practical. This time must be approved by your supervisor each day.

Rest and recovery periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or timecards. However, no supervisor is authorized or allowed to instruct or allow an employee to waive a rest or recovery period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees may be required to confirm that they have been provided an opportunity to take all of their rest or recovery periods during the pertinent pay period.

Conduct at Customer's Location

The nature of our company may require that employees perform work connected with a customer's assignment at the customer's location. The importance of professional conduct when working in a customer's location cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following guidelines describe appropriate conduct when working at a customer's location:

- Limit discussions with customer employees to matters that concern their department and level of responsibility. Long, personal discussions with customer personnel are discouraged during working hours at the customer's location. Such disruptions of work will only offend customer executives and customer employees.
- Do not discuss internal affairs with customer personnel during working hours at the customer's location.
- Avoid comments or criticisms involving other companies and their particular work or fees.

- Refrain from discussing shortcomings or idiosyncrasies of customer employees.
- Avoid conversations involving customer matters in all places that would violate customer confidentiality.
- Avoid discussing procedural problems with management while customer employees are present.
- Purchase items from a customer at regular sale prices.
- Do not borrow money from a customer unless the customer's business involves lending money.
- Do not solicit customers for charitable donations.
- Accept token gifts from customers only if they are non-monetary and valued at less than \$25. Gift offers that exceed \$25 must be reported to your supervisor.
- Entertain customers only after first receiving approval from your supervisor.

Confidentiality of Customer Matters

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling customer matters.

To maintain this professional confidence, no employee shall disclose customer information to other customers, friends, or members of one's own family.

Questions concerning customer confidentiality may be addressed with your supervisor.

Discussions with Customers

When working with a customer, you may be asked to offer specific suggestions or comments regarding his or her practices.

Prior to discussing any suggestions with a customer, your recommendations must first be approved by your supervisor.

Care of Customer Records

The impression that customers have of our company is based, in part, on the way we care for their records. If we are careless with their files and records, customers may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that customer files are handled with care.

When possible, obtain all material from customer files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for customer material be fulfilled unless prior written permission is received from your supervisor.

Customer and Public Relations

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do, we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

HR Online (Self-Service Portal)

A self-service portal is available at link: https://myapps.paychex.com/landing_remote/html. You have the ability to view personal and Company information on this portal. You may submit changes to your personal information including address, tax status and dependent information at your convenience. If updates are made, please contact the Human Resources Manager to ensure those changes are entered into the payroll system. You may also receive important management notices and reminders, such as benefit enrollment deadlines and time-off approvals at this portal.

Please contact the Human Resources Department if you need assistance with obtaining login information.

Contacting Emergency Services from Home

Company provided work phones, which are on the network base in Ventura, are not capable of dialing local 911 emergency services from home. Employees are required to use their own personal land-line or cell phone to reach out to 911 local services when working remotely. If you have additional questions regarding this policy, please contact your supervisor.

Visitors

If you are expecting a visitor, please notify your supervisor. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized, or potentially hazardous areas.

Security at VSolvit's Offices

VSolvit recognizes its responsibility to provide staff and visitors to its Office locations a safe environment where they and their possessions will be offered a reasonable degree of protection. To ensure that the environment is kept safe, everyone who accesses the office must be aware of how they can contribute towards ensuring that the office is a safe place to be.

Employees must use their assigned key fob at a designated panel each time you enter or exit the building. If you are with other employees, every employee should ensure they swipe their individual key fob. All guests are required to sign in at the front desk. If you are expecting guests in the office, please notify our front desk Admin Staff and ensure your guests sign in and are badged when they arrive.

No equipment such as laptops should be left unattended in meeting rooms or left unlocked at desks. Personal possessions are the responsibility of each employee. VSolvit is not responsible for personal possessions that go missing unless there is proof of forcible entry. Any thefts or losses must be reported immediately to Human Resources and to the Police if appropriate. On leaving the office, all filing cabinets that hold sensitive information/material must be locked and keys stored in a secure location. Upon departure from the main building, the alarm must be set. Failure to do so could result in disciplinary procedures.

Care of Equipment

You are expected to demonstrate proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break, or damage any property, report it to your supervisor at once.

Electronic Mail and Voice Mail Monitoring

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore, we have installed electronic mail (e-mail) and voicemail systems (as needed) to facilitate the transmittal of business-related information within the Company and with our customers. It is your responsibility to check your electronic mail account on a frequent basis to ensure you do not miss important emails regarding the business and your employment. The e-mail and voicemail systems are intended for business use only during working time. The use of the

Company's e-mail and/or voice mail systems to solicit fellow employees or distribute non job-related information to fellow employees is prohibited during working time.

Our company's policies against sexual and other types of harassment apply fully to the e-mail and voicemail systems. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files and or accounts.

All e-mail and voicemail passwords must be made available to the Company at all times. Please notify the IT Department if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the Company's private e-mail and voicemail systems and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Company's private e-mail and voice mail systems will be disclosed to management. Employees should not assume that communications that they send and receive by the Company's private e-mail and voice mail systems are private or confidential.

This policy does not limit an employee's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict an employee's right to

engage in Section 7-protected communications on non-working time.

Internet Usage and Monitoring

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, playing games, gambling, illegal activity and downloading files for personal use, is strictly prohibited.

Our company's No Harassment policy fully applies to Internet usage, including the use of instant messaging programs. Violation of this policy may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting, and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as unlawful harassment.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal or inappropriate usage will be investigated thoroughly. For business purposes, management reserves the right to search and/or monitor the Company's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Internet will be disclosed to management. Employees should not assume that communications that they send and receive by the Internet are private or confidential.

Employees learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action up to and including discharge.

Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the Company's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with customers and other business acquaintances for business purposes.

Company Control of Systems and Electronic Communications:

All electronic communications contained in Company systems are Company records and/or property. Although an employee may have an individual password to access

our systems, the systems and communications belong to the Company. The systems and electronic communications are accessible to the Company at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The Company's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems:

Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the Company at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information:

Proprietary business information means confidential and proprietary information related to the Company's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, customer lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic

value by being protected from public consumption or competitors may only be used on Company systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems:

Employees may not use Company systems in a manner that is unlawful, wasteful of Company resources, or unreasonably compromises employee productivity or the overall integrity or stability of the Company's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of Company policies.

In addition, employees may not use our company systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your supervisor;
- To download, save, send or access any site or content that the Company might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or

systems of the Company or any other person or entity;

- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the Company. You may not install password or encryption programs without the written permission of the IT Manager. Employees may not use the passwords and encryption keys belonging to others.

Use of Personal Devices: Before using a personal device for work-related purposes, you must obtain written authorization from Human Resources. If you are authorized to use a personal device, you are entitled to reimbursement in accordance to VSolvit's reimbursement policy.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The Company complies with applicable laws. Employees also must comply with

applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the Company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask your supervisor for advance clarification.

Security of Electronic Devices

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet, or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the Company are Company property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the Company. You must notify your supervisor immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is Company property. The device is subject to inspection by the Company at any time without further advance notice. The device must be used in a manner that complies with all Company policies including the Acceptable Use of Electronic Communications, Equal Employment Opportunity, Confidentiality of Customer Matters, Care of Customer Records, and Protecting Company Information.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

Computer

Software

Licensing

The Company purchases or licenses the use of various computer software programs. Neither the Company nor any of the Company's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The Company does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the Company shall notify a member of management. Employees who reproduce, acquire, or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

Use of Company Laptop

Distribution of VSolvit issued IT devices will be dependent on the need of the employee's position. If the employee chooses not to use the VSolvit issued IT device, VSolvit will not be responsible for reimbursement of any kind. Additional variations to the distribution policy will be contingent on supervisor discretion based on need and travel requirements.

IT devices issued by VSolvit are VSolvit's property. Employees must comply with VSolvit requests to make their VSolvit issued IT devices available for any reason, including upgrades, replacement, or inspection. Employees who leave VSolvit for any reason must turn in their VSolvit issued IT devices.

VSolvit's IT devices are intended for business use only. If an employee's use of a VSolvit IT device results in fees or costs beyond what VSolvit would otherwise have to pay for the service, the employee will be required to reimburse the Company.

Company Laptops should not be used to stream music or access online content not pertaining to business needs.

Social Media

"Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web page or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Company.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem-solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts

designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the Company, fellow employees, customers, and/or people working on behalf of the Company or competitors.

Do not create a link from your blog, website, or other social networking site to the Company's website without identifying yourself as a Company employee. Express only your personal opinions. Never represent yourself as a spokesperson for the Company or make knowingly false representations about your credentials or your work. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the Company." You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The Company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the Company complies with state laws concerning access to an employee's personal social

networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your supervisor.

Telephone Monitoring

The Company telephone lines are limited and are designed only for business use. Except in cases of emergency, employees should not tie up the Company telephone lines with personal calls or calls that are not related to the Company's business. The Company may monitor telephone calls and voicemail to ensure compliance with this policy as well as for other business reasons, including the desire to ensure that calls are handled in a professional manner. This policy also applies to Company cellular phones and pagers. Please note that Company cellular phones are to be used for company-related business only. Therefore, you employees should not assume that calls made or received on the Company lines or messages on the Company voicemail systems are confidential. Violation of this policy may result in discipline up to and including termination.

Notwithstanding, VSolvit is not obligated to monitor employee communications. As such, should harmful, discriminatory, or offensive conduct occur through the use of the employer's telephone systems, employees should notify the Human Resource Department immediately.

Please refer to our Non-Harassment Policy for more information.

Company Vehicles

Operators of Company vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a Company vehicle must be reported to your supervisor and Human Resources immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating a Company vehicle.

Company vehicles are to be operated by authorized personnel only. Company vehicles may only be used for job-related travel.

Smoking, including use of e-cigarettes, is prohibited in Company vehicles.

The use of seat belts is mandatory for operators and passengers of Company vehicles.

Employees are encouraged to take appropriate safety precautions when using their cellular telephone. The use of handheld cellular telephones, including texting, while driving is prohibited. Employees are expected to comply with applicable state laws, including the use of cellular telephones.

Expense Reimbursement Policy

The Company has set forth rules that will be applied for

business travel and expenditures incurred by employees. Its aim is to establish and communicate equitable standards and effective procedures for controlling travel costs and ensure consistent and fair treatment of all employees who travel on Company business or incur additional costs required for business needs.

We expect each employee to exercise good judgment in incurring expenses (travel or business related) and to obtain prior management approval for any expenditure not specifically covered under this policy.

Employees must submit an expense report in the VSolvit timekeeping system with all receipts attached for all reimbursements no later than five (5) days after cost is incurred. For more details on the expense report and reimbursement policy and process, please contact our Travel Department at Travel@VSolvit.com or go directly to the Travel page on VNET (for travel related expenses) or our Payroll Department at Payroll@VSolvit.com (for all other expenses).

TRAVEL ARRANGEMENTS

Each traveler should initiate the travel planning process as early as possible as a means to get the lowest available travel rates.

Travel plans and arrangements must be pre-approved prior to travel. A Pre-Authorization Request form must be filled out and submitted prior to travel and approved by the employee's Expense Approver. The form is easily accessible through our timekeeping and accounting system. Please contact our Travel Department for further details at Travel@VSolvit.com or go directly to the Travel page on VSolvit VNET intranet to obtain more information.

REIMBURSABLE EXPENSES

AIR TRAVEL

When available and feasible, the lowest logical coach airfare is used while traveling on VSolvit business. If not available or feasible, full coach fare is used. The VSolvit Travel Department will recommend the best schedule corresponding to the lowest logical airfare, when the employee's schedule permits, and when there are potential savings of \$150.00 or more using the following criteria:

- Penalty fares are accepted if significant savings can be obtained and, in case of cancellation, the employee will be reimbursed
- Departure or arrival is within 1 hour before or 1 hour after the requested time
- One stop or one change of planes at an intermediate city for coast to coast travel is included

Advanced seat assignment and additional-fee seating is considered a personal choice. Any fee incurred for changing or upgrading the seat assignment is not reimbursed unless it is in the customer's interest, such as when traveling with your customer, or if you are or traveling with an eligible traveler with a medical or special need. This does not apply to long international flights.

Business class travel or advanced seating upgrades may be authorized for all transpacific, transatlantic, or other international flights of over 14 hours of travel, including stops and layovers, with prior Customer/Government and/or VSolvit Program Management approval only.

Arrival or departure taxes or fees that are charged for entry or exit from a foreign country may be reimbursed if the traveler incurs the expense directly, rather than including in the transportation ticket cost.

Air travel arrangements will be made by the Travel

Department. If the ticket is prepaid and billed directly to the Company, all appropriate documentation must be submitted to the Accounting Department as an attachment to the expense report submitted.

Any unused tickets should be returned to the Travel Department immediately upon the traveler's return.

This will prevent these tickets from being lost or undetected, and will allow the Travel Department to immediately apply for a refund or log the available travel funds to use for future travel.

CAR RENTALS

An employee is considered to be on long distance travel if the employee undertakes an authorized trip of a distance greater than 50 miles. Any long distance travel that will take place by using a vehicle as the sole mode of transportation requires the use of a car rental. The use of a Personal Owned Vehicle (POV) will not be allowed. This policy is for insurance and liability reasons. Any exception to this policy requires prior authorization to be obtained and will be determined on a case-by-case basis. This does not apply to distances driven to and from the airport.

Car rental reservations are made by the Travel Department at the time other travel arrangements are made. Rental cars are to be used when they represent the lowest-cost form of available transportation and/or when the employee is considered to be on long distance travel.

Compact sized cars are selected unless the size of the group or equipment to be transported makes a compact sized car impractical. When traveling in groups of two or more people, rental usage and costs can be combined.

Car Rentals are to be coordinated with Enterprise, using the VSolvit Corporate Enterprise Business Car

Rental Account. Rates shown include insurance coverage. If the Travel Department reserves the car for the traveler, the costs of the car will be direct-billed to the company account. If the traveler reserves the car, either a personal or corporate issued credit card must be used. In the event that the employee uses a personal credit card, the cost for the car rental is reimbursable to the employee.

A compact vehicle is the required size for official direct travel, but the traveler may request authorization or approval for a larger vehicle for the following reasons:

1. Medical disability or other special needs.
2. Cost is the same or less for a non-compact vehicle. VSolvit's negotiated rates with Enterprise/National car rental agencies allows for Intermediate cars to be rented at the Compact Car Class rate.
3. Multiple travelers are authorized to travel in the same rental vehicle.
4. Government material for official business requires more space.
5. Safety, such as driving during severe weather or on rough or difficult terrain.

Pre-authorization for vehicle upgrade must be attached to both the travel authorization request and expense report.

The mileage that will be driven is considered before renting a car. In some circumstances, an airport/hotel shuttle, taxi or rideshare service such as Uber or Lyft is more cost-effective.

In the event that an Enterprise vendor is not available at your departure/arrival location, company policy requires shopping for an alternate lowest-priced car rental vendor.

Optional coverage, such as Personal Effects

Coverage (PEC), and Personal Accident Insurance (PAI), are not authorized when renting vehicles since VSolvit has corporate coverage to assume this liability.

Travelers must refuel the vehicles before returning them; savings can be substantial with this effort. All gas charges for refueling rental cars are reimbursable with a receipt or proof of purchase. Fines for traffic violations or parking violations are considered personal expenses and are not reimbursed by VSolvit.

Any vehicle rented from Enterprise/National on the VSolvit business corporate account may be driven by any employee of VSolvit age 25 years and older irrespective of the name listed on the rental agreement.

MEALS AND INCIDENTAL EXPENSES

VSolvit reimburses employees for meals and incidental expenses (M&IE per diem) incurred while on travel status at rates equal to those paid by the Federal Government to its civilian employees. This includes all related taxes and tips for the meals. For the days employees are on travel status, the M&IE per diem amount applicable to the locality visited is claimed on the expense report. The first and last days of the trip are reimbursed at 75% of the M&IE amount. Personal laundry and dry cleaning costs are included in the scope of the incidental expense allowance of the M&IE and are not separately reimbursable. VSolvit reimburses dry cleaning expenses if an employee is traveling over 5 continuous days.

Per diems for meals can be broken down and claimed on a per meal basis. The separate amounts for breakfast, lunch and dinner can be obtained from

a government website or from the accounting while creating the expense report should the traveler need to deduct any of those meals from the trip expense. For example, if the trip includes meals that have been provided (through a registration fee for a conference; a banquet, luncheon meeting, or business meal at a restaurant where the employee paid and is claiming the cost of the meal as a separate expense), the traveling employee will need to deduct those meals from the trip expense. Free breakfast provided by a hotel does not count against the breakfast meal per diem.

If an employee is using a company provided credit card to pay for traveling expenses, using the credit card for personal purchases and meals while on travel is not permitted. If a hotel erroneously charges the company credit card for any market or personal meal purchases, the total amount for the charges will be deducted from the per diem allowance on the expense report.

Within Government per diem rates, employees stay at hotels appropriate for the business purpose and operational considerations of the trip. All approved lodging costs are reimbursable to employees without regard to M&IE considerations; there will be no combining of lodging and M&IE allowances or offsetting of excess amount in one allowance against a shortfall in the other. Employees are reminded that gas expenses are reimbursable only if an employee is using a rental car. Tips (for porters, maids, etc.) are included in the M&IE per diem rates.

LODGING

Hotel reservations are made by the Travel Department and are charged to the corporate credit card. Extra costs for room upgrades, executive suites and floors, in-room movies, alcohol, mini-bar purchases, and personal calls are not reimbursed.

Hotel no-show bills are not reimbursed. At check-in, travelers must identify themselves as VSolvit employees to ensure that the lowest negotiated rate is obtained. As an exception, employees attending a business meeting or conference conducted at a particular hotel may elect to stay at that hotel if doing so would not be in violation of Government or contract requirements. Employees will be reimbursed at the applicable lodging rate set forth by the Department of Defense Travel Management Office unless prior authorization is obtained from the employee's manager and/or customer when required.

Lodging per diem allowance rates are based on the TDY location, stopover point, or other authorized official duty points, but not on the lodging location. Ordinarily, per diem is based on a traveler's TDY location at 2400 hours (midnight). If a traveler obtains lodging outside the area covered by the locality rate for the TDY location because of personal preference or convenience, then per diem is limited to the maximum rate prescribed for the TDY location.

Personal Auto Usage On Business

When employees, on a normal business day, are required to commute from their worksite location to a local worksite other than the Company facility, the Company will reimburse for mileage only when the distance to this other location is greater than the employee's normal work commute. An employee is considered to be on local travel status if the employee undertakes an authorized business trip of a distance less than 50 miles. Personal Owned Vehicles (POV) may be used for local travel. Mileage reimbursement will be issued for the excess distance traveled to the other local worksite over the normal work commute at the

Company-published mileage rate. The Company's current mileage reimbursement rate is set at the IRS standard mileage rate. This rate is intended to reimburse the employee for all costs of operating their automobile, including gas, insurance, and depreciation.

If an employee is required to drive as part of their job, mileage reimbursement will be given. This may include running occasional errands for the company. Commuting time and expenses of driving from the employee's home to and from work are not included. However, if the employee is asked to run an errand on the way to and/or from work, that would be considered a work-related expense that should be reimbursed.

A traveler cannot be directed to use a POV for official travel or to be a passenger in another traveler's POV. If a traveler chooses to use a POV, then the amount of the potential reimbursement depends on whether using the vehicle is more advantageous to VSolvit and/or the customer than other modes of transportation.

Reasonable parking and toll fees are reimbursed with proper documentation and receipts. Mileage from the employee's home to the office is not reimbursable. The employee can claim mileage to and from the airport. Employees cannot claim mileage for rental cars driven.

Employees are required to have approval by their supervisor prior to using their car for work-related business. Employees are required to submit an expense report through the company's timekeeping system for all reimbursement requests.

Business Travel Time Pay

Time spent traveling away from home, whether for one day or overnight, is considered hours worked. This is true whether the travel occurs on an employee's regularly scheduled work day or on a regular day off.

Normal commuting time to and from work is not compensable working time. When an employee is required to report to a work site other than the regular site, and goes directly to that site without first going to the regular work site, the employer must pay the employee travel time for any time in excess of the employee's normal commute time to and from the regular work site. Compensable travel time includes time spent driving or as a passenger on an airplane, train, bus, taxicab, car or other mode of transportation in traveling to and from the out of town event. It also includes time spent waiting to purchase a ticket, check baggage, or get on board. However, time spent on personal activities, such as a 30 minute or longer break from travel to eat, sleep, or sightsee, do not count towards hours worked and will not be compensated. If the employee travels out of town overnight, travel time ends when the employee arrives at the hotel.

Example:

Employees required to travel to a distant workplace. An employee works eight hours at his/her regular work place in Los Angeles and then goes to the airport, flies to San Francisco, stays at a hotel, works six hours at the assigned work place in San Francisco the next day, finishes his or her work assignment after six hours of pay while at the workplace in San Francisco. When the employee leaves the San Francisco workplace for the airport, travel pay begins. It ends when he or she arrives at home.

Same Day Out of Town Trips

If an employee is required to travel outside the normal range of his/her daily work commute and return on the same day, all travel time, except his or her usual meal time and travel time between his or her home and the local railroad, bus or plane terminal, is compensable.

Overnight Travel

Employees traveling overnight on business will be compensated for time spent traveling, except for meal periods, during their normal working hours on their non-working days, such as Saturdays, Sundays, and holidays, as well as their regular working days. If an employee making an overnight business trip is allowed to use his or her automobile instead of a public transportation, the time that would have been spent traveling via public transportation may be counted towards hours worked. Time spent in lodging or taking personal meals is non-compensable unless the employee is required to work during this time.

Timekeeping During Travel

Non-exempt employees are required to record and document hours worked while traveling on Company business. Employees must record their own time at the start and at the end of each work period, including before and after their meal period. Additionally, employees must separately record and document on their timesheet the start and end of their travel hours.

Occasionally, an employee may take a trip that includes both personal and business travel or the trip may originate from another location because of personal reasons. A combination trip does benefit the traveler to some extent; therefore, travelers should exercise special care not to seek reimbursement for expenses that could be construed as personal expenses. Only costs incurred while engaging in activities related to the business of the Company should be recorded.

Travel Time Pay Rate

As permitted by California law, the Company will pay non-exempt employees for travel hours at a special travel rate of the employee's work State minimum wage. Adjustments will be paid to this rate according to State

required minimum wage law updates. Note, however, that an employee who performs any work during the travel time will be compensated for that actual work time at his or her normal hourly rate of pay.

Overtime Pay

For non-exempt employees, all hours worked in excess of eight (8) regular hours in one workday or forty (40) regular hours in one workweek will be treated as overtime, unless a separate agreement has been arranged in accordance with applicable labor laws.

There is no “pyramiding,” which means employees will not be paid overtime twice for the same hours of work.

Travel Expenses

The Company will reimburse employees for all pre-approved business-related out-of-pocket expenses incurred during business travel. Employees must retain all receipts and other documentation regarding travel expenses to submit for reimbursement. Please refer to the Employee Business Travel Expense work instruction and policy document for further details. The link to which can be found on the Travel page of the VSolvit VNET intranet.

Personal

Property

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

Company Issued Cell Phones

VSolvit may issue cell phones to employees whose job requires them to make calls while away from work on work related travel or require them to be accessible for work related matters. Distribution of a VSolvit issued cell phone will be dependent on the needs and travel requirements of the employee.

Employees with Director, Project Management, Program Management, or Lead roles will be offered a VSolvit cell phone on an as needed basis. If the employee chooses not to use the VSolvit issued cell phone, VSolvit will not be responsible for reimbursement of any kind. Employees approved to telecommute are responsible for providing sufficient telecommunication during normal employer defined work hours. Additional variations to the distribution policy will be contingent on supervisor discretion based on need and travel requirements.

Cell phones issued by VSolvit are VSolvit's property. Employees must comply with VSolvit requests to make their VSolvit issued cell phones available for any reason, including upgrades, replacement, or inspection. Employees who leave VSolvit for any reason must turn in their VSolvit issued cell phones.

Personal Use of Company Issued Cell Phones

Company issued cell phones are to be used only for business purposes. Although occasional, brief personal phone calls using a VSolvit issued phone are permitted, personal use that exceeds this standard will result in discipline, up to and including termination. Employees are expected to reimburse VSolvit for any overage costs charged to the account relating to personal use of their cell phones. Individual line usage is monitored on a monthly basis by the IT Department.

Security of Company Issued Phones

Employees are responsible for the security of VSolvit issued cell phones and the information stored on them. Always keep your cell phone with you when traveling; never leave it unattended in your car or hotel room. If your VSolvit issued cell phone is lost or stolen, notify your manager immediately. Never store confidential VSolvit information on a cell phone. When using a cell phone, remember that your conversations are not necessarily private. Those around you can hear your end of the conversation. To protect the confidentiality of Company information, please make cell phone calls in a private place.

Monitoring of Employee Use of Company Issued Cell Phones

VSolvit has the ability to access and review all information stored on the VSolvit issued cell phone and network. VSolvit reserves the right to perform such an inspection at any time, for any reason. You should not expect that any files, records, or other data stored on the company's equipment and network will be private, even if you attempt to protect its privacy (for example, by using a password or designating it as "personal").

VSolvit Company Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Personal Telephone Calls

It is important to keep VSolvit telephone lines free for customer calls. Although the occasional use of the Company's telephones for a personal emergency may be necessary, routine personal calls are not authorized. And, absolutely no personal video-calls on personal or Company devices on Company or customer property will be authorized at any time.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the Company with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the Company, to the public and fellow employees.

This is a general overview of appropriate business casual attire. The list is not all-inclusive. The list outlines what is generally acceptable as business casual attire and what is generally not acceptable as business casual attire. No dress code can cover all contingencies so employees must exert judgment in their choice of clothing that is appropriate for their job. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or Human Resources.

- Sweaters, cardigans, blouses, polo/knit shirts, button-down shirts
- Dresses, dress skirts, dress pants/slacks, khakis
- Closed toe dress shoes, or clean sneakers
- Neat, ironed jeans are acceptable
- T-shirts, sweatshirts/sweatpants, revealing or sheer clothing are not acceptable
- Worn, frayed, torn clothing or clothing with holes are not acceptable

Please note: Business Casual dress code will be enforced and you are expected to comply with the above policy and guidelines.

Personal**Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene, and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Attendance**and****Punctuality**

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as far in advance as is feasible under the circumstances, but before the start of your workday.

Employees are expected to follow their set work schedules as approved by their supervisor. Full-time employees are typically scheduled an 8-hour work shift. Any changes in hours worked must receive prior approval by your immediate supervisor.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your non-working hours if possible.

If you are absent for three days without notifying the Company, it is assumed that you have voluntarily abandoned your position with the Company, and you will be removed from the payroll.

Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, or abuse of leave benefits could lead to further disciplinary action, up to and including termination

Employees are required to use paid time off (PTO) for partial days worked. The minimum amount of PTO you can use at one time depends on whether you are an exempt or a non-exempt status employee. If you are non-exempt, you must take PTO in increments of not less than one hour. If you are an exempt employee, you must take PTO in increments of not less than two hours.

If an employee takes time off, either in full or partial days, but does not request to use his or her PTO benefits, the time off benefits will automatically be deducted when available.

You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met.

You must complete a Time Off Request for all PTO time used. We are required to track absences for illness, work related illness/injury, or the attendance of school related activities for legal compliance reasons. The amount of PTO accrued, used, and available will appear on your paycheck stub.

Exempt employees may coordinate with their supervisors to schedule make-up time for hours missed during the week. Make-up time plans must be submitted in writing to your supervisor. A separate written request is required for each occasion the employee requests make-up time. A request for make-up time must be submitted to your supervisor no less than three days prior to taking time off or making time up, whichever is first. Your make-up time plan must be approved in writing. All make-up time must be worked in the same pay period as the time taken off.

If you take time off and are unable to work the scheduled make-up time for any reason, you will need to use available paid time off or leave without pay for the hours that were missed. If you do not plan to make-up hours missed during the week, you will need to use available paid time off or leave without pay.

An employee's use of make-up time is completely voluntary. The Company does not encourage, discourage, or solicit the use of make-up time.

Contact with the Company

The Company should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the Company during working hours.

Avoid Distractions at Work

Every employee work-station must be maintained to ensure a productive work environment. Desks should be cleared of clutter, trash should be removed on a weekly basis, and papers and supplies should be organized.

Listening to music or background noise is permitted as long as it does not interfere with work performance. Employees are not authorized to browse social media, news, personal email, or personal text during work hours.

No open flames or personal space heaters are permitted at any VSolvit work site.

Virtual Meetings

As VSolvit continues to function in a telework environment across the company, virtual meetings have become an essential part of how we communicate and maintain business productivity and continuity. As such, it is important for each employee to follow a standardized virtual meeting etiquette.

To help you keep our meetings productive and professional, follow these guidelines for all virtual meetings.

- Turn on your camera so that you are visible on the screen; you may choose to blur your background. If you choose a modified background, be mindful that the background is professional, not distracting, and not offensive.
 - Video is mandatory for all scheduled meetings, and preferred but not required for impromptu meetings.
- Ensure you are dressed appropriately; consistent with VSolvit's "Dress Policy" found in the Employee Handbook, Section 3, Page 40. .
- Be aware of your surroundings; adjust your work set up to ensure you have plenty of light and that your work area is safe and serviceable for your assigned taskings.
- Keep your mic on "mute" when you are not speaking.
- Refrain from doing other tasks while you are in the meeting; including but not limited to:
 - Typing, texting, or taking other phone calls.
 - Eat or snack unless the meeting is specifically a "brown bag" session or "working lunch" meeting
- Stay present during the entire duration of the meeting.
- Do not interrupt others when they are speaking.

- If you are meeting with a government customer, your attire should be business professional.

Unless a legitimately urgent reason exists, participants should be provided with reasonable notice to join the meeting to allow for the individual to assess their schedule, tasks, and surroundings before accepting.

Employees who have a schedule conflict, cannot access Google meetings due to working on a government site and/or government asset, and/or other acceptable impacts, must provide reasonable notice prior to the start of the meeting that they are unable to attend.

Standards of Conduct

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards

of conduct at all times. Failure to adhere to the Company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the Company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, customers and others who do business with the Company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in Company activities or in Company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the Company's EEO and No Harassment policies; performing outside work or use of Company property, equipment or facilities in connection with outside work while on Company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

Rules of Conduct

It is important to us that all employees maintain proper standards of conduct and observe certain rules to ensure the orderly and efficient operation of our Company. Complying with Company rules does not guarantee continuing employment, because all employees are employed at will. However, employees who do not comply with Company policies, rules and/or directives will be disciplined or terminated.

It would be impossible to list all possible infractions that may lead to discipline, and we will discipline or terminate employees for any reason we deem necessary and appropriate. Some examples of misconduct warranting disciplinary action or termination include:

- Sexual or other harassment, retaliation or discrimination of any kind, against another employee or anyone else affiliated with the Company.
- Theft, misappropriation, or unauthorized possession, removal or use of property, equipment, materials, documents or records belonging to the Company, a Company customer or another employee.
- Damaging property or materials belonging to the Company, a Company customer or another employee.
- Violating security, safety or fire prevention rules or regulations.
- Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
- Smoking in unauthorized areas or smelling of smoke or tobacco in the workplace or while representing the Company.
- Unauthorized possession of a weapon or other dangerous materials on Company premises or while representing the Company.

- Gambling or loan sharking on Company premises or by using Company resources.
- Using or possessing alcoholic beverages or illegal narcotics or drugs on Company premises, in Company vehicles or in vehicles being driven on Company business or while representing the Company, or reporting to work under the influence of intoxicants or drugs (whether unlawful or not) that interfere with job performance, or misusing prescription or other lawful drugs.
- Misuse, falsification or alteration of any employment or Company reports or records, such as job applications, medical or employment history, personnel records, pay records, time records, customer or vendor documents, absence or illness reports, accident reports or injury claims.
- Insubordination or refusal to follow management instructions, or refusal or unwillingness to accept a job assignment or to perform job requirements.
- Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, abuse of leave benefits.
- Leaving Company premises without permission during regularly-scheduled work hours, unauthorized absence from your assigned work area during regularly-scheduled work hours, or leaving the premises without recording your departure on your time records.
- Working unauthorized overtime, working off the clock or being on Company premises when you are not scheduled to work.
- Sleeping, loitering, wasting time or interfering with the work of others during regular work hours.
- Engaging in personal calls, text messaging, instant messaging, social media activity or other non-work activities during work hours, or taking excessive break time to do so.

- Gossiping, bullying others, defaming other personnel or our Company, disrespectful or rude treatment of others.
- Rude, discourteous or unprofessional behavior, creating a disturbance on Company premises or creating discord with customers, fellow employees or other Company representatives, use of profanity or abusive language, striking or hitting another employee.
- Unlawful conduct impacting our Company in any manner, whether committed on or off the job.
- Conduct on or off Company premises which adversely affect the Company's services, property, reputation or goodwill in the community, or interfere with job performance.
- Obtaining confidential information pertaining to the Company or to the customers, employees or other representatives of the Company without authorization to do so.
- Divulging confidential or proprietary information or trade secrets to any person or entity except in the course of performing duties as an employee of the Company and with the Company's consent.
- Failure to report an injury, illness or accident (including a workers' compensation injury or illness), failure to report harassment or failure to report unsafe conditions in the workplace.
- Taking or giving bribes or gifts of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position or benefit.
- Entering or leaving Company premises or removing any Company information or materials at any time without authorization.
- Refusal to execute Company documents or participate in Company investigations required as a condition of employment.
- Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by the Company at any time.

Non-Solicitation

The Company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Distribution

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the Company's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on Company premises at any time. Literature that violates the Company's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Protecting Company Information

Protecting our Company's information is the responsibility of every employee. In the course of your employment with the Company, you may receive, know of or gain access to information that is company confidential and/or proprietary. This information may be in a tangible (on paper, charts, email, photography, or video, etc.) or electronic form, or it may be knowledge acquired through conversations to which you are privy to or overhear. Employees are prohibited from disclosing confidential and/or proprietary Company information or personal employee information (i.e. social security numbers, personal contact, banking or medical information) to any person or entity outside of the Company. Further, employees are prohibited from disclosing confidential and/or proprietary Company information to other VSolvit employees unless it involves their specific job duties and they obtain express written authorization from their supervisor AND a member of executive management (e.g., CEO, CSO).

Examples of confidential and/or proprietary information include, but are not limited to:

- Information about the Company's operations, organizational charts, salary structures, internal processes, business models, drawings, designs, blueprints or strategic business and marketing plans.
- Information about the Company's acquisition transactions, pending or prospective contractual opportunities, bid and proposal pricing, expansion plans, company financials, or any other information that derives independent economic value by virtue of it not being generally known or readily ascertainable by the Company's competitors or the general public.

Employee Obligations Regarding Confidential Information

As a general rule, you should presume that any information you receive about the Company is confidential to the Company and, therefore, protected from disclosure. You have an obligation to safeguard Company confidential information and to use it only in the performance of your employment responsibilities. The Company's address shall not be used for the receipt of personal mail. All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the Human Resources department.your supervisor.

Employees should not share protected information, drives, and/or files with the customer, family, friends, other business entities, or anyone not employed for the company. Employees should not share protected information, drives, and/or files with or to other Company employees without first obtaining written approval from their supervisor AND a member of executive management.

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

Should you have any questions regarding this policy, please contact your Human Resources Department at HR@vsolvit.com.

Conflict of Interest

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the Company, or any of its customers, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the Company, interferes with an employee's business judgment concerning the Company's best interests, or exploits an employee's position with the Company for personal gain.

The Company adheres to the highest legal and ethical standards applicable in our business. The Company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance. Employees of the Company shall conduct their personal affairs such that their duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to their association or work with the Company. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to VSolvit, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, VSolvit will take such steps, as it deems necessary to reduce or eliminate the conflict.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

Code of Ethics

These ten values reflect the ethics, goals, and standards by which we strive to operate.

1. Place integrity and honesty above all else.
2. Put clients first.
3. Create value for clients and deliver quality products and services.
4. Foster career opportunities for our people
5. Maintain a value-oriented culture where people enjoy working.
6. Grow our business and make good profits, year after year.
7. Create and enhance Company value, year after year.
8. Be accountable and take responsibility for what we do.
9. Treat everyone fairly and with mutual respect.
10. Maintain a high-quality reputation for VSolvit and our people.

Company Loyalty

As a growing company, our greatest assets are the knowledge, ingenuity, and productivity of our employees. The Company benefits most when employees perform work with the highest degree of loyalty. In recognition of this fact, the law places upon each employee certain fiduciary responsibilities, including the duty to place the interest of the Company above the employee's personal interest in any business situation where they might conflict.

In light of the special trust and confidence that VSolvit places in its employees, the Code requires that employees act with undivided loyalty to the Company and with fairness in all dealings with the Company, its suppliers, business partners, and existing and potential clients. Restrictions placed on employees by this portion of the Code are not intended to prevent employees from competing lawfully and fairly with the Company following

termination of employment, or from engaging in subsequent employment in any field. Instead, they are solely intended to proscribe certain acts including the examples listed below, that would be inconsistent with legal obligations arising out of the employment relationship with the Company, such as:

- Permitting use of your name or resume by another entity in any bid, any response to a request for proposal, or any similar application for a contract or task order that competes against the Company for new work or is intended to replace, succeed, supersede, reduce or diminish VSolvit work under a contract or task order.
- Taking kickbacks in exchange for entering into contracts
- Planning to begin a new, non-VSolvit enterprise while an employee of the Company and carrying out preparations for such a new enterprise on Company time.

Working on behalf of another entity while an employee and using trade secrets or confidential or proprietary information in an unauthorized manner, or soliciting the Company's customers or employees for another entity.

- Taking for yourself personal opportunities discovered through Company property, information, or position or using Company property, information, or position for personal gain.
- Each employee is expected to fulfill their fiduciary responsibilities to the Company as required by law.

Policy

This Code applies to all executives, employees, and consultants within the Company. It applies equally to direct contracts with federal, state, or local agencies, to subcontracts in which our products and services are directly or indirectly procured by others, and to our commercial business dealings.

Compliance

Each employee and consultant must read, understand and comply with the Code and with other VSolvit policies and procedures. New employees and consultants are required to read, certify understanding of, and agree to comply with the Code upon acceptance of VSolvit's offer letter or consulting agreement.

As part of the new hire package, Hiring Managers are responsible for ensuring that the Code certification is provided to the Human Resource office along with the other new hire documents. New employees are entered into the payroll system only after all hiring documents are provided to the Company.

Directors, Program Managers, and Project Managers are accountable and responsible for ensuring that all employees and contractors under their management receive a copy of this Code, complete the certification, and that the signed certificates are promptly provided to the VSolvit Corporate HR office.

Administration and Interpretation

VSolvit's Chief Operating Officer administers this Code of Ethics and Business Conduct Standards. Given the complexities of government contracting laws and regulations, and the determination of VSolvit's Executive Officers and Board of Directors to comply with both the letter and spirit of all such laws and regulations, questions of interpretation will arise.

Direct all questions related to material and labor charging and to allowable and reasonable overhead expenses to the Chief Operating Officer.

Please refer all other questions relating to overall VSolvit policy guidance to Human Resources.

VSolvit reserves the right to use any lawful method of investigation it deems necessary to determine whether any person has engaged in conduct that in its view interferes with or adversely affects our business.

The Internal Audit team will include in its audit schedule appropriate testing for compliance with VSolvit policy on charging costs and labor, on allowable overhead expenses, on reimbursement of expenses for entertainment and gratuities, and on other areas as may be recommended by VSolvit managers.

Internal audit staff may request Human Resources investigative assistance concerning suspected or alleged violations of these policies and may periodically practice for compliance with the pricing laws and regulations and the standards of conduct to be followed by VSolvit when contracting with the United States Government.

Although questions regarding interpretation of this Code may arise, the Company does not contemplate that it will grant a waiver for any of its terms. Should extraordinary circumstances arise in which a waiver may be appropriate, however, such waiver may only be granted by the CEO. Upon granting any such waiver, the waiver shall be promptly disclosed.

Any change to this Code that affects the actions and/or responsibilities of the Company's Executive Officers (the Chief Executive Officer, Chief Operating Officer, and Chief Strategy Officer) shall be promptly disclosed by publication.

The laws of the State of California shall govern this Code.

Our Reputation

VSolvit people are fiercely proud of our work and reputation. As such, we are all responsible for upholding our own reputation and that of VSolvit. We are responsible for ensuring that our own conduct, as well as the conduct of those who report to us, is honest and ethical under all circumstances and fully complies with our policies and this Code. Because our reputation for high ethical standards and quality work is important, violations of policy or the Code will be the basis for disciplinary action, up to and including reprimand, loss of promotional opportunities, demotions, or discharge with cause.

Interference with an Audit

VSolvit managers and employees, and persons acting under their supervision, must refrain from taking any action that misleads, impedes, or otherwise disrupts either the Company's Internal Audit Team or its independent outside auditors, including any action to fraudulently induce, coerce, manipulate, or mislead any auditor in any respect.

Trade Secrets and Confidential Information

It is incumbent upon all employees and consultants to safeguard Company trade secrets and confidential information and to refuse any improper access to trade secrets and confidential information of any other company, including our competitors. Basic guidelines:

- Do not discuss Company proprietary information with others at VSolvit, except on a strict need-to-know basis.
- Disclosing VSolvit trade secrets or confidential information outside VSolvit can be done only in conjunction with disclosure agreements provided by the Director of Contracts.
- Avoid inadvertent disclosures during social conversations or normal business interactions.

- Do not accept any such information from other companies or people except in connection to a written confidentiality agreement.

Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, employees are required to protect the confidentiality of VSolvit's trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the VSolvit. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that an employee is sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or the Human Resources Department.

Violation of this policy may result in disciplinary action up to and including termination and may subject the violator to civil liability.

Insider Trading

As employees of VSolvit, we must be vigilant in safeguarding non-public Company information from disclosure both inside and outside the Company. It is a violation of Federal law for anyone with knowledge of such information to make any unauthorized disclosure of such information (known as tipping). VSolvit employees with knowledge of material information about the company not available to the general public must refrain from disclosing such information.

Illegal Activity

All employees should be aware that if they are a party to any demonstrably illegal activity, the Company may make available to law enforcement records of that involvement. This could lead to criminal prosecution of the individuals involved in the illegal activity.

Providing False Information

If, following the start of employment, VSolvit learns that an employee intentionally provided false or misleading information, or intentionally omitted pertinent information regarding essential background, employment history, credentials or qualifications for employment, regardless of the time elapsed before discovery – VSolvit may discipline the employee, change the employment status, reassign the employee, or terminate the employee.

Dispute Resolution

The increasing number and complexity of employment laws has increased the occurrence of workplace disputes between employers and employees involving a wide range of legal matters. Our policy is to resolve all employment-related disputes with a private, two-step dispute resolution process designed to be less costly and more efficient than litigation. All employees are required to submit employment-related disputes to the Company Human Resource Manager, and then if still not satisfied, to arbitration in accordance with the Rules for the Resolution of Employment Disputes of the American Arbitration Association (AAA). The arbitrator's decision is final and binding upon both the employee and VSolvit. Employees may obtain a copy of AAA rules from the Human Resource Manager.

Management Rights

VSolvit management retains all rights to operate the business according to their judgment, including but not limited to:

- Determining the size and nature of the workforce
- Determining qualifications and classifications of employees
- Being the sole judge of employee competency and performance
- Determining the means and manner by which business is conducted, including employee assignments, facility locations, equipment used, products produced, and services provided
- Setting, interpreting, or changing employment policies, including wages and salaries paid, benefits provided, and holidays recognized
- Establishing, interpreting, or changing Company policies and procedures
- Directing, supervising, controlling, and when it deems appropriate, disciplining the workforce

This statement is intended to reserve to Company management generally the right to run the business at management's discretion.

Policy Statement on U.S. Government Contracting

1. As a government contractor, we have a special obligation to the U. S. Government and to the public at large to ensure that we administer our contracts and deliver our products and services in a manner that fully satisfies both our legal obligations and our own high standards of integrity and quality.
2. We are committed to compliance with the letter and spirit of the laws and regulations governing contracting with the U.S. Government. These impose requirements not traditionally associated with purely commercial business transactions.
 - a) For example, it is a felony to knowingly make a false claim or false statement to the U.S.

Government. Violations of these and other statutes can subject us to damaging publicity, expensive and time-consuming investigations and litigation, reducing negotiated contract rates, and revoking contracts. Both VSolvit and individual employees may also be subject to civil and criminal sanctions including fines, debarment or suspension, and prison sentences.

3. Although it is not possible to specify here all contract-related dealings that present the risk of false statements, false claims, or other violations, particular attention is called to the following:
 - a) VSolvit is frequently required to submit accounting and other records to the U.S. Government as a basis for payment on existing contracts and estimates on future contracts. It is our policy to charge all labor and material cost accurately, to the appropriate account, regardless of the status of the budget for that account. Improprieties, such as charging labor or material costs improperly or to the wrong account, charging direct contract effort to an overhead or indirect account, and falsifying time cards or other records will not be tolerated.
 - b.) VSolvit is frequently required to submit cost or pricing data to the U.S. Government, and to certify that it is current, accurate, and complete. The definition of data that must be disclosed is very broad and includes facts as well as management decisions, estimates (based on verifiable data), and other information that a reasonable person would expect to affect the negotiations. Our policy is full disclosure of complete and accurate cost and pricing data that is current up to the date of agreement on price.
 - c) VSolvit submits proposals for reimbursement of indirect costs to the U.S. Government. The Chief Financial Officer may be required to certify his belief that the proposal does not contain expressly unallowable costs such as for advertising, donations, entertainment, fines and penalties, lobbying, defense of fraud proceedings, and goodwill. It is our policy to

request reimbursement only for those indirect costs that are reasonable in amount and clearly allowable, or to which we have a good faith belief that the costs are allowable.

4. VSolvit observes the following special standards of conduct in contracting, directly or indirectly, with the U.S. Government:
 - a) VSolvit will not offer, give, or promise to offer or give any money, gratuity or other thing of value to any official or employee prohibited by law from receiving such things, including transportation, meals at business meetings, tickets to sporting or other events, and the like.
 - b) Even if applicable U.S. Government regulations permit their acceptance, VSolvit will not offer, give, or reimburse expenses for any entertainment or offer any gratuity to any official or employee personally and substantially involved in procurement or any administrative function relating to any contract for the direct or indirect purchase of VSolvit products or services.
 - c) VSolvit is prohibited from using federal funds to pay persons such as consultants to influence or attempt to influence executive decision making in connection with the award of any contract.
 - d) Information that is classified, procurement sensitive, or proprietary shall not be solicited from, accepted from, or provided to any source, either directly or indirectly, in circumstances where there is reason to believe that the release is not authorized. Neither shall VSolvit proprietary or private data be provided to anyone outside the Company, unless the release of such data has been specifically authorized.
 - e) VSolvit must be particularly concerned with obtaining sensitive procurement information from federal agencies. During the conduct of any procurement action, VSolvit will neither solicit nor obtain from any officer or employee of the agency or any other source any proprietary or source selection information regarding that procurement. This

prohibition begins with the development, preparation, and issuance of a solicitation and concludes with contract award, modification, or extension. The restriction on proprietary data includes information contained in a bid or proposal, cost or pricing data, and any information submitted by a contractor and properly designated as proprietary. Source selection information includes listings of offerors and prices, listings of bidders prior to bid opening, source selection plans, technical evaluations of competing proposals, competitive range determinations, rankings, source selection board reports and evaluations, source selection recommendations, and other information determined by the head of the agency or contracting officer to be information that would, if disclosed, jeopardize procurement integrity or successful completion.

f) Special restrictions apply to hiring or retaining a U.S. Government employee as a VSolvit employee or consultant. In addition, there are special constraints regarding any communication concerning possible employment during any procurement action and otherwise. VSolvit will not conduct any discussions regarding employment or make any offer or promise of future employment or business opportunity to any procurement official during the conduct of any procurement. There are no exceptions to this policy. Clearance must be obtained before even mentioning proposed employment to current U.S. Government employees, and then only after they have publicly announced they are leaving government service. In addition, any plans to employ retired military officers or civilian officials, must be approved by the CEO of VSolvit LLC, prior to an offer of employment.

g) VSolvit shall not knowingly employ an individual nor contract with a company, by any means, if the individual or company is on the General Services Administration (GSA) Consolidated List of Debarred, Suspended, and Ineligible Contractors, nor knowingly

employ an individual who has been convicted of an offense related to government contracting.

h) VSolvit employees will immediately sever all connection with any former employee or consultant of VSolvit whose conduct violates applicable laws, regulations, or basic tenets of business integrity and honesty, and such other individuals specifically identified by the Company.

i) Consultants shall be required by contract to comply with the laws and regulations relating to government contracting and standards of conduct applicable to employees of the Company. This Code of Ethics and Business Conduct Standards shall be incorporated in the Policy and Guidelines and the Terms and Conditions for all consultant contracts, and each such contract shall expressly provide for termination in the event the consultant violates either the laws or regulations relating to Government contracting or the standards and policies set forth in this Code of Ethics.

Outside

Employment

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify your supervisor in writing at least two weeks prior. You may not engage in outside employment that materially and substantially disrupts or interferes with VSolvit's business. Outside employment must not directly or indirectly conflict in any way with VSolvit's business, including, without limitation: (1) your responsibilities within the Company, (2) maintaining trade secrets and proprietary information, and (3) your job performance and attendance. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or communicate with outside work employees via any form of correspondence or social media (defined in Section 3 Social Media), during Company time. Employees are not permitted to use Company resources, including, without limitation, equipment, facilities, or benefits (including negotiated discounts or other Company perks), in connection with outside work while on or off Company time. If you, in violation of this rule, use Company resources or spend Company time to develop or create a product, along with other disciplinary action, VSolvit will be deemed to have sole ownership of that product in its entirety.

As employees at will, violating any of these rules while engaged in outside employment, whether or not attributable to outside work, could be subject to disciplinary action up to and including termination, at VSolvit's sole discretion.

If any of the above provisions is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other provisions hereof shall remain in full force and effect.

Contact with the Media

All media inquiries regarding the Company and its operations must be referred to your supervisor. The authorization to make or approve public statements on behalf of the Company rests solely with your supervisor. No employee, unless specifically designated by your supervisor, is authorized to make statements on behalf of or as a representative of the Company.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your supervisor and Human Resources with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

Employees, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must re-complete all new hire documentation. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Generally, we will confirm upon request, our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All Company property must be returned at the end of employment. Otherwise, the Company may take action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

You should notify the Company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Each Employee's Responsibility

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the Company's property is forbidden.
3. Use, adjust, and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is, in itself, an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Company property in the event someone, for whatever reason, may be unhappy with a Company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences nor retaliation for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the Company's investigation, may result

in criminal charges and disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, customers and the Company, the Company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from the Company's property. In addition, the Company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the Company's security procedures or any other company rules and regulations.

Smoking in the Workplace

The Company maintains a smoke and tobacco-free office. No smoking, vaping, or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the building or in vehicles owned, leased, or rented by the Company. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars. Employees may smoke or vape outside in designated areas during breaks. Smoking or vaping is prohibited within 20 feet of main entrances, exits, operable windows, or ventilation system intakes. When smoking, vaping, or otherwise using tobacco or similar products outside, do not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else. No additional breaks beyond those allowed under the Company's break policy may be taken for the purpose of using tobacco or similar products. Dispose of any litter properly in the receptacles provided for that purpose.

Please remember to conform to the smoking, vaping, or tobacco use policies of our customers when working at a customer's site.

All employees are expected to abide by this policy in all respects while at work, whether on Company premises, at a customer's site, or while in transit between work locations or assignments, as well as while the employee is off duty, if the employee is on Company premises or in vehicles owned, leased, or rented by the Company. Being permitted to use tobacco products during breaks is a privilege, as long as such use does not interfere with the employee's work, fitness for duty, or professional appearance. If that privilege is abused, it may be withdrawn altogether.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Company machinery, equipment or vehicles for work-related purposes or while engaged in Company business off premises is forbidden except where expressly authorized by the Company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your supervisor and the Human Resources Manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

In An Emergency

Your supervisor should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your supervisor, contact the nearest Company official.

Should an emergency result in the need to communicate information to employees outside of business hours, your supervisor will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your supervisor when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your supervisor or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the predetermined location as communicated to you by your supervisor to await further instructions or information.

Please direct any questions you may have about the Company's emergency procedures to your supervisor.

Drug and Alcohol Free Workplace

The Company has vital interests in ensuring a safe, healthy, and efficient working environment for our employees, their co-workers and customers we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal contractor and/or grantee we have a duty to comply with the requirement of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the Company the following drug and alcohol-free workplace policy.

The Company has implemented a drug testing program in compliance with local, state, and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are

also prohibited from consuming alcohol during working hours, including meal and break periods.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on Company paid time, on Company premises, in Company vehicles or while engaged in Company activities.

In accordance with the Drug-Free Workplace Act of 1988, you must notify your supervisor of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Your employment or continued employment with the Company is conditioned upon your full compliance with the foregoing drug and alcohol-free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy and is subject to discharge may be permitted in lieu of discharge, at the Company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling, or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the Company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The Company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other

measures, consistent with the Company's policies and applicable federal, state, or local laws.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of Company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

Alabama, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Illinois, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Mexico, New York, Nevada, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, Tennessee, Vermont, Virginia and Wisconsin Employees

Although the state has legalized marijuana for medicinal purposes, the Company is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on Company property and may result in discipline, up to and including immediate discharge.

Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, and Washington Employees

Although the state has legalized marijuana, the Company is not required to allow the use of marijuana in the workplace. Use is strictly prohibited on Company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to the Human Resource Manager.

Drug and Alcohol Free Awareness Program

In order to maintain a drug and alcohol free workplace, the Company has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol in the workplace; 2) the Company's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol violations, and violations of the Company's drug and alcohol free workplace. Such education includes: the distribution of our drug and alcohol free workplace policy at the employment interview; a discussion of our drug and alcohol free workplace policy at the new employee orientation session; and the distribution of published educational materials regarding the dangers of drug abuse and alcohol misuse.

Communicable and Infectious Disease

VSolvit's decisions involving persons who have infectious, communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

The following words and terms when used in this policy shall have the following meanings unless the context clearly indicates otherwise:

"Affected area" means any part of the globe, which has been identified as where persons reside, or may be located, who are known to have been exposed to or

infected with, or who are reasonably suspected to have been exposed to or infected with, a communicable disease of public health threat. "Affected area" shall include, but not be limited to, cities, counties, towns, and subsections of such areas, public and private property, buildings, and other structures. Affected areas may or may not be areas where VSolvit operates.

"Airborne diseases" mean diseases that may be spread through the air from the infected person to a healthy person. This may be direct spread, as when a disease carrier coughs near another person, or indirect spread, when the disease organisms spread through the air ducts in a building. Indirect spread can infect workers several floors away from the disease carrier.

"Communicable disease" means an illness due to an infectious agent or its toxic products which is transmitted, directly or indirectly, to a susceptible host from an infected person, animal, or arthropod or through the agency of an intermediate host or a vector or through the inanimate environment.

"Isolation" means the physical separation, including confinement or restriction of movement, of an individual or individuals who are infected with, or are reasonably suspected to be infected with, a communicable disease in order to prevent or limit the transmission of the communicable disease to uninfected and unexposed individuals. "Isolation, complete" means the full-time confinement or restriction of movement of an individual or individuals infected with, or reasonably suspected to be infected with a communicable disease in order to prevent or limit the transmission of the communicable disease to uninfected and unexposed individuals.

"Quarantine" means the physical separation, including confinement or restriction of movement, of an individual or individuals who are present within an affected area

or who are known to have been exposed, or may reasonably be suspected to have been exposed, to a communicable disease and who do not yet show signs or symptoms of infection with the communicable disease in order to prevent or limit the transmission of the communicable disease of public health threat to unexposed and uninfected individuals.

Certain diseases because of their extremely contagious nature, potential for greater harm, or availability of a specific intervention that must be administered in a timely manner require immediate identification and control. Reporting of persons confirmed or suspected of having these diseases shall be made immediately by the most rapid means available, preferably by telephone to the local health department.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), tuberculosis, Novel Coronavirus (COVID-19), and other airborne diseases. VSolvit employees and management will embrace a broadened definition, to be aligned with the best interest of our employees and to be in accordance with information received through the Centers for Disease Control and Prevention (CDC).

Any employee returning to work from overseas or any employee, who has come into close contact with someone returning from overseas, should immediately self-assess for any signs of fever and/or symptoms consistent with a communicable disease before reporting back to work.

If an employee is deemed to have or been in contact with someone having a communicable disease, the employee will be subject to the isolation and quarantine

laws within the state they reside and pursuant to company policy will be granted leave. Affected employees may elect to use accrued paid or unpaid leave (including family, medical, sick, disability, or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave. Please notify your supervisor and Human Resources of your need for leave as soon as practicable.

For isolation for a communicable disease of public health threat, information about the infection or suspected infection; the individual, individuals, and/or affected area; and the nature or suspected nature of the exposure shall be duly recorded by the local health department in consultation with the State Department of Public Health.

If the employee is still able to work, VSolvit may allow the employee to work from home/remotely if VSolvit believes the employee will pose a direct threat to the workplace due to having or being exposed to a serious infectious, communicable disease. Requests to work remotely must be approved by your supervisor as advised by Human Resources.

Time Away from Work and Other Benefits

Employee Benefits

Our Company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the most common benefit plans maintained by the Company. The specific provisions of the various Company insurance plans are too detailed to cover in this handbook. The Company benefits are reviewed and updated annually. Please refer to the actual plan documents and summary plan description if you have specific questions regarding the benefit plan options. Those documents are controlling.

The Company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Medical Insurance

Eligible full-time employees may enroll themselves and eligible dependents in a company offered medical plan which will be effective on the first of the month following their date of hire. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the Company's HRO system or the Human Resource Department.

To assist you with the cost of this insurance, our company pays a portion of your insurance premium. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan.

At the end of employment, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law.

Dental Insurance

Eligible full-time employees may enroll themselves and eligible dependents in a company offered dental plan which will be effective on the first of the month following their date of hire.

Information and enrollment forms may be obtained from the Company's HRO system or the Human Resource Department.

To assist you with the cost of this insurance, our company pays a portion of your insurance premium. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.

At the end of employment, you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law.

Vision

Care

Insurance

Eligible full-time employees may enroll themselves and eligible dependents in a company offered vision plan which will be effective on the first of the month following their date of hire.

Information and enrollment forms may be obtained from the Company's HRO system or the Human Resource Department.

To assist you with the cost of this insurance, our company pays a portion of your insurance premium. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.

At the end of employment, you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law.

Life/ADD Insurance

Eligible full-time employees may enroll in this plan on the first of the month following their date of hire. Additionally, you must designate your beneficiary.

The cost of this insurance is fully paid by the Company.

Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider.

You also have the option of purchasing additional insurance through our group plan.

Complete details of this plan may be obtained from the Human Resources Department.

COBRA

You and/or your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental and vision coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental and vision plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact human resources.

Federal Family and Medical Leave Act

In accordance with the Family and Medical Leave Act ("FMLA") of 1993 provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the Company in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the Company over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “spouse” is the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state where the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages, or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

Identifying the 12 Month Period

The 12-month period in which 12 weeks of leave may be taken is a rolling backward 12-month period from the date an employee uses any FMLA. For leave to care for a covered service member, the Company calculates the 12-month period beginning on the first day the eligible

employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care if mutually agreed to by the Company. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay

your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-work week period.

Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 work weeks.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the Company in conjunction with federal and/or state COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Please contact the Human Resource Department for further information.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic recertifications may also be required;
3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the Company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The Company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employer's Compliance with FMLA and Employee's Enforcement Rights

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of your supervisor and Human Resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military-Related Federal FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “covered service member” is either: (1) a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.” For current service members, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the

beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment of seven (7) days or less, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of

the covered service member. “Next of kin” means the nearest blood relative of the service member, other than the service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered service member in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered service member and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee

may take up to 16 weeks of FMLA leave to care for a covered service member when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered service member and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other

Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.

5. **Counseling.** To attend counseling (by someone other than a healthcare provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to cover active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation

in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Family and Medical Leave (California Employees)

The Leave Policy

Under the California Family Rights Act (CFRA) an eligible employee is entitled to up to 12 weeks of unpaid family/medical leave within any 12-month period. The total amount of leave taken is 12 workweeks in a 12-month period, unless you are qualified for additional time for a disability due to pregnancy, childbirth or related medical condition. In that event, you may be eligible for up to four months of leave under the pregnancy leave policy and eligible for an additional 12 weeks under this

policy. The 12-month period begins with the first day leave is taken under the appropriate law. At the end of the leave, you will be restored to the same or an equivalent position upon your return from leave, provided you satisfy certain requirements described below. With the exception of a covered pregnancy disability leave, at the end of the leave, you will be restored to the same or an equivalent position upon your return from leave. Upon the return from a covered pregnancy disability leave, you will be restored to the same position, or subject to business requirements that may exist, an available similar position.

This leave does not run concurrently with leave provided under the California Pregnancy Disability Act. However, this leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Eligible Employees

To be eligible for a leave under CFRA you must:

1. Have worked for the Company for a total of at least 12 months, and for at least 1,250 hours in the last 12 months; and
2. Be employed at a worksite that has 50 or more employees within 75 miles.

Reasons for Leave

You may take family/medical leave for any of the following reasons:

1. Birth of a child of an employee or the employee's registered domestic partner, or to care for a newly born child; or

2. Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care; or
3. To care for an immediate family member (spouse, registered domestic partner, child, registered domestic partner's child, or employee's parent) with a serious health condition; or
4. An employee's serious health condition that makes the employee unable to perform the functions of the employee's job.

Under CFRA if both parents are employed by the Company, and leave is taken for the birth, placement or adoption of a child their combined leave is limited to 12 weeks. A leave for the birth, placement or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. Under the CFRA, leave for your own serious health condition does not include a disability caused by pregnancy, childbirth or related medical condition since this is covered by a separate state law. See California's Pregnancy Disability Leave policy which provides:

1. Pregnancy Disability Leave can be up to four months for continued disability due to pregnancy.
2. The employee requesting pregnancy leave is entitled to take the leave at any time after the commencement of employment without any waiting.
3. The employee returning from pregnancy leave is entitled to return to her same job position, unless that position no longer exists due to operational necessity.
4. If the employee's pregnancy disability period exceeds four months, the employee may take

additional leave in the form of family leave, as described and limited herein.

No Work While On Leave

Taking another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

Local Family and Medical Leave Laws

Where local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

Notice to Employer Of Leave

If your need for family/medical leave is foreseeable, give the Company at least 30 days' prior written notice. When the need is not foreseeable, notify the Company within one or two business days of learning of your need for leave, except in extraordinary circumstances. If you do not provide this notice, your leave may be delayed. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the Company's operations.

Request forms for family/medical leave are available from the Human Resources Department. You must use this form when requesting a leave.

Medical Certification for A Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from the Human Resources Department. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days' notice of

your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the Company, if it has a good faith, objective reason to doubt the medical certification you initially provide (only for the employee's own serious health condition). If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, you may be required to contact the Company on a prescheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change are extended or initially were unknown.

Leave Is Unpaid

Family/medical leave is unpaid leave. If you request leave because of the birth, adoption or foster care placement of a child, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal or family leave, if applicable, will be substituted for unpaid family/medical leave. If you request leave

because of your own serious health condition, any accrued paid vacation, personal or family leave or medical/sick leave, if applicable, will be substituted for any unpaid family/medical leave. The substitution of paid time for unpaid family/medical leave time does not extend the length of the leave provided by the law. Also, your family/medical leave may run concurrently with other types of leave.

Employees on a medical leave may also receive pay from short-term or long-term disability payments, or workers' compensation benefits, if applicable, according to the terms of those plans. The fact that an employee may receive compensation under these plans does not extend the length of the family/medical leave provided by the law.

Medical and Other Benefits

During an approved family/medical leave, the Company will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, you must pay your portion of the premium by making arrangements with the Human Resources Department.
- Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to

reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work due to a serious health condition or because of other circumstances beyond your control.

Exemption for Key Employees

Certain key employees may not be returned to their former or equivalent position following a leave if doing so would cause substantial economic injury to the Company. Key employees are paid on a salary basis and are among the highest paid ten percent of employees at a worksite or within 75 miles of that work site. The Company will notify you if you qualify as a key employee, if the Company intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If your leave is unpaid, the Company will adjust your salary based on the amount of time actually worked. Also, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternate position that better accommodates your intermittent or reduced leave and that has equivalent pay and benefits.

At The End of Your Leave

If your leave is because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are able to resume work prior to your return. Before you return, obtain a return-to-work medical certification form

from the Human Resources Department. An employee who fails to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

At the End of Your Leave of Absence

If your leave is because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are able to resume work prior to your return. Before you return, obtain a return-to-work medical certification form from the Human Resources Department. An employee who fails to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

Any violation of this policy will result in disciplinary action up to and including discharge.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

For more information about this policy, please contact your supervisor or the Human Resource Manager.

Paid Family Leave (California Employees)

The State of California may provide partial wage benefits to eligible employees for up to a maximum of eight weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling or parent-in-law.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin. As a condition of initial receipt of family leave insurance benefits, you will be required to use any accrued PTO or vacation time, up to a maximum of two weeks.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this

policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to the California Family Rights Act, the Federal Family and Medical Leave Act or any Company provided leave.

State Disability Insurance (California Employees)

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

VSolvit will be notified that you have submitted a disability insurance claim.

Short-Term Disability Insurance (Hawaii Employees)

Employees who work a minimum of 20 hours each week are eligible for short-term disability insurance after 14 weeks of employment provided they have earned the minimum wages required by law. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a weekly maximum, as specified by law, for up to 26 weeks.

The cost of this insurance is shared between the Company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the Human Resources Departments.

Short-Term Disability Insurance (New York Employees)

Employees are eligible for short-term disability insurance after four consecutive weeks of full-time employment or 25 days of regular part-time employment in accordance with state law. Other employees may also be eligible for this insurance, depending on the employee's previous employer. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a maximum each week, as specified by law, for up to 26 weeks. The cost of this insurance is shared between the Company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the Human Resources Department.

Short-Term Disability Insurance

Eligible employees may participate in our short-term disability insurance program.

Eligible full-time employees may enroll in this insurance program on the first of the month following their date of hire.

Short-term disability insurance provides eligible employees with a continuing source of income after eight days of disability. The benefits are calculated as a percentage of your salary.

This is intended as a summary of benefits only. Additional information may be obtained from Human Resources.

Long-Term Disability Insurance

Eligible employees may participate in our long-term disability insurance program.

Eligible full-time employees may enroll in this insurance program on the first of the month following their date of hire.

Long-term disability insurance provides eligible employees with a continuing source of income after three consecutive months of total disability. The benefits are calculated as a percentage of your salary.

This is intended as a summary of benefits only. Additional information may be obtained from Human Resources.

Family Leave (Hawaii Employees)

Employees who have completed six consecutive months of employment are eligible to receive up to four weeks of unpaid family leave during any calendar year or 12-month period.

Family leave can be used for the birth or adoption of a child or for the serious health condition of a child, spouse or reciprocal beneficiary, parent, parent-in-law, stepparent, legal guardian, grandparent or grandparent-in-law. Provide advance notice when the need for family leave is foreseeable. You may be required to provide certification of the birth or adoption of a child or medical leave.

You may substitute accrued but unused sick leave, up to a maximum of ten days, for any part of your family leave. You may elect to substitute any amount of accrued but unused vacation, personal leave or paid time off for any part of your family leave.

You are entitled to return to the same or equivalent position, unless business dictates otherwise.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Isolation and Quarantine Leave (South Carolina Employees)

An employee subject to an isolation or quarantine order issued in compliance with state law and pursuant to DHEC's rules and orders will be granted unpaid leave.

Affected employees may elect to use accrued paid or unpaid leave (including family, medical, sick, annual, personal, disability or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

Please notify your supervisor and Human Resources of your need for leave as soon as practicable.

Pregnancy Disability Leave

Female employees are eligible for an unpaid leave of absence up to four (4) months (i.e. the working days you would normally work in one-third of a year or 17 1/3 weeks, unless your hours vary from month to month in which case the Company will use a monthly four-month average of the hours worked prior to commencing leave) for disabilities relating to pregnancy, childbirth or related medical conditions per pregnancy.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued vacation time as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Company of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the Company at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the Company notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the Company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Depending on your eligibility, medical insurance may be continued during your leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Employees who choose not to return from leave may be required to refund premium payments made by the Company on their behalf, when permitted by state law.

Leave under this policy may run concurrently with leave afforded under the Family and Medical Leave Act (FMLA), but will not run concurrently with leave provided under the California Family Rights Act (CFRA).

Adoption Leave (Kentucky Employees)

All employees are eligible upon written request for a reasonable unpaid leave of absence of up to six weeks for the adoption of a child under age seven. Employees eligible for leave under the Federal Family and Medical Leave Act may be entitled to additional weeks of leave for the adoption of a child.

Provide a written request of your need for leave to your supervisor and Human Resources as soon as possible.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Holidays

Our company normally observes the following holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

Veterans Day
Thanksgiving Day
Christmas Day

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Non-exempt employees must be in a paid status before and after the Holiday to receive the Holiday pay. The employee must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from your supervisor using available paid time off. Employees who are on a leave of absence do not receive holiday pay.

Vacation

All full-time employees are eligible for vacation immediately upon hire.

Subject to the provisions of this policy, full-time employees accrue vacation hours based on the following schedule:

Length of Service	Pay Period Accrual	Annual Accrual
0-60 months	3.08 hours	80 hours (10 days)
61-180 months	4.62 hours	120 hours (15 days)
181 months+	6.15 hours	160 hours (20 days)

To be eligible for paid vacation, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you receive prior approval from your supervisor.

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and we do not permit employees to take pay in lieu of time off. Submit vacation requests in writing at least one month in advance to your supervisor. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduled vacation times.

Vacation accrual may not exceed 1.5 times an employee's current annual entitlement. Once this maximum is reached, all further accruals will cease. The employee will not become eligible for any additional time in the subsequent year except to the extent that the prior vacation time has been used.

In addition, employees who are out on a leave of absence do not accrue vacation time while they are on their leave.

At the end of employment, eligible employees will be paid for accrued but unused vacation.

Cap on Benefits: Employees are allowed to accrue up to a maximum of 1.5 times their annualized vacation. Once this cap is reached, no further vacation will accrue until some vacation time is used. The normal vacation accrual will resume once the balance is below the maximum. There is no retroactive grant of vacation hours for the period of time the accrual amount remained at the cap.

Unused vacation benefits may be carried forward from one year to the next.

Vacation can be scheduled any time during the eligibility year, subject to Management approval and VSolvit's need for their services. In order to allow for a well-coordinated schedule, employees are requested to submit their proposed vacation plans at least one month before they would like to take time off. Vacations should be taken within 12 months of their anniversary date whenever possible.

An employee is entitled to take time off if he/she has sufficient vacation benefit hours available to cover the request. VSolvit will generally attempt to accommodate an employee's request to take vacation at the time specified by the employee. However, the needs of the customers and workload of the Company will be considered when evaluating an employee's request. VSolvit reserves the right to grant, deny, or modify any vacation request.

Request for Time Off: A "Request for Time Off," is required each time an employee desires to use vacation benefits. Employees must complete this request and submit it to their supervisor for approval and signature. The Request for Time Off is available to fill out in our timekeeping system.

Payment on Separation: All accrued, but unused vacation benefits shall be paid upon separation of employment. Paid vacation hours cannot be utilized in lieu of regular work hours on or in conjunction with the employee's separation date.

Paid Sick Leave

VSolvit will provide Paid Sick Leave to eligible Employees (EE). Sick Leave is front-loaded (a single accrual on January 1st each year). The amount of Sick Leave is

determined by the average number of hours worked per week and is as follows:

Average Hours	Hours/Year
30+ hours/week (Full Time)	56
24-29 hours/week (PT, On-Call, Seasonal)	50
16-23 hours/week (PT, On-Call, Seasonal)	40
1-15 hours/week (PT, On-Call, Seasonal)	26

Sick Leave will be pro-rated for new hires based on the date of hire and the remaining number of pay periods in the calendar year. Up to 1x times the front-loaded amount of unused Sick Leave hours will carry over each calendar year. The maximum possible available sick leave balance for full-time employees is 112 hours.

Example 1 - A full time EE is hired on 4/28/2019. The EE receives 36.72 hours of Sick Leave (17 pay periods * 2.16 hours) on her first check date, 5/10/2019. EE ends 2019 with a balance of 20.72 hours. On 1/1/2020, EE receives a front-loaded balance of 56 hours and carries over 20.72 hours for a total balance of 76.72 hours of Sick Leave for 2020.

Example 2 – The EE in Example 1 uses 16 hours of Sick Leave in 2020 and has a balance of 60 hours of Sick Leave at the end of the year. On 1/1/2021, the EE will receive her front-loaded balance of 56 hours and a carry-over of 56 hours (maximum carry over amount) for a total of 112 hours for 2021.

Sick Leave may be used in no less than full hour increments. Use of Sick Leave may only be used during

regularly scheduled work days and may not exceed the regularly scheduled hours for that day.

EEs requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where the need for paid sick leave is unforeseeable, EEs must provide notice as soon as practicable.

A medical certification may be required for the use of three or more consecutive days of Paid Sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the EE or the EE's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by an EE who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. The employer may take disciplinary action, up to and including immediate termination, against any EE who uses sick leave for purposes other than those provided for under the law.

Use of Leave without Pay (LWOP)

All employees are required to use their available paid vacation or paid sick leave hours prior to the request or use of leave without pay. LWOP is intended for use only after the employee has exhausted all applicable paid time off and does not qualify for a protected leave of absence. An exception will be permitted in the event of a contractual requirement or stop-work advisory.

The continual use of LWOP may be considered as excessive absenteeism and further administrative action may be taken. The approval of LWOP absences is at the discretion of your supervisor.

Exempt employees may only use LWOP in a full day increment.

Non-exempt employees may use LWOP in no less than a full hour increment.

Bereavement Policy

VSolvit understands the deep impact that death can have on an individual or a family, therefore we allow employees to use any paid time off they have available during this time. Bereavement leave is leave taken to deal with the death of an immediate family member, including: spouse, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchildren.

Jury Duty

If you are summoned for jury duty, you are expected to provide reasonable advance notice to your supervisor and Human Resources that you will need time off to serve and that a portion of the week is worked. Jury duty is unpaid, but employees may use their sick or vacation time.

Exempt employees may be paid for jury duty as required under state and federal guidelines.

Employees must provide the Company with a copy of the court payment records.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

VSolvit will not retaliate against an employee who requests or takes leave in accordance with this policy.

Jury Duty (Georgia Employees)

If you are summoned for jury duty, you are expected to provide reasonable advance notice to your supervisor and Human Resources that you will need time off to serve and that a portion of the week is worked. Jury duty is unpaid, but employees may use their sick or vacation time.

Exempt employees may be paid for jury duty as required under state and federal guidelines.

Employees must provide the Company with a copy of the court payment records.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

VSolvit will not retaliate against an employee who requests or takes leave in accordance with this policy.

Voting Leave

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three consecutive hours either between the opening of the polls and the beginning of his or her shift or between the end of his or her shift and the close of the polls will be allowed to take time off without a deduction in pay in order to vote. We reserve the right to select the hours you are excused to vote.

You must notify your supervisor of the need for voting leave at least one day before Election Day. When you return from voting leave, you must present a voter's receipt to your supervisor and Human Resources as soon as possible.

Election Officer Leave

Any employee who is appointed to serve as a judge or clerk of election, a precinct or district inspector, a canvassing board member, or any other election worker will be permitted to take paid leave to serve. Employees are required to provide the Company with reasonable notice of such an appointment. Reasonable notice will be waived for those employees appointed as judges or clerks of election on the day of election to fill vacancies.

Employees will be excused upon request and without loss of pay for the hours they are required to serve. If the employee is required to serve eight hours or more, they will also be excused from any shift work for the eight hours prior to and the eight hours following their required service as an election official.

The Company will provide unpaid leave to an employee for the purpose of attending a precinct convention in which the employee is eligible to participate or to attend a county, district, or state convention to which the employee is a delegate.

Eligible employees must provide advance notice of their need for leave. The Company may also require the employee to submit documentation in support of any leave request under this policy.

Voting Machine Technician Leave

A full-time employee who is a part-time voting machine technician appointed by a county election commission will be granted unpaid leave for the day or days required for technical duties. Proper documentation of the appointment and the dates of the required service must be furnished to the Company in advance of the leave.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Military Leave (USERRA)

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise.

Accrued vacation (if any) may be used for this leave if the employee chooses, but the Company will not require the employee to use vacation. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Company unless military necessity makes this impossible. You must notify your supervisor and Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the Human Resource Department.

Family Military Leave

VSolvit complies with applicable federal and state law regarding military leave and re-employment rights. An employee who works an average of 20 or more hours per week whose spouse or registered domestic partner is a member of the Armed Forces, National Guard or Reserves that has been deployed during a period of military conflict is eligible to receive up to 10 unpaid days off when their spouse is on leave from military deployment.

You must provide your supervisor with notice of your intention to take leave within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. Employees taking family military leave must also provide the Company with written documentation certifying their spouse will be on leave from deployment.

Eligible employees who are the spouse, civil union partner, parent, child or grandparent of a person or sibling (whether by blood, marriage, adoption, or foster care called to serve over 30 days in the military may take up to 30 days of unpaid family military leave during the military service member's deployment.

To be eligible for family military leave, employees must have been employed by the Company for 12 months and worked 1,250 hours during the 12-month period immediately preceding the start of the leave.

Employees must provide the Company with at least 14 days' notice for leave lasting five or more consecutive workdays. For leaves of less than five days, employees must provide the Company with as much notice as possible.

Employees must provide certification from the proper military authority to verify eligibility for the leave requested.

Employees must exhaust all accrued, but unused vacation, except sick leave, before taking leave under this policy.

This leave may run concurrently with the Family and Medical Leave Act for qualifying exigency and/or any other leave where permitted by state and federal law.

Civil	Air	Patrol	Leave
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An employee who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than 10 days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law.

In order to qualify for leave under this policy, an employee volunteer member must be employed by the Company for at least 90 days immediately preceding the commencement of leave. The employee must give the Company as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Company.

The Company may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. The Company reserves the right to deny the leave request if the employee fails to provide the required certification.

Upon expiration of the leave, the Company will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy.

This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

Employees may substitute accrued vacation for unpaid leave, but are not required to exhaust accrued leave prior to taking leave under this policy.

Disaster and Emergency Services Leave

Employees who are volunteer firefighters, rescue squad members, emergency medical technicians, peace officers, or members of emergency management agencies (“emergency service personnel”) are entitled to time off from work without pay when absent or late for work due to responding to an emergency prior to the time the employee is to report to work consistent with state and federal law.

An employee who is absent from work as a result of responding to an emergency is required to provide a written statement from the supervisor of his or her department, squad, or agency stating that the employee responded to an emergency and listing the time and date of the emergency.

Additionally, employees who are injured while acting as emergency service personnel are entitled to up to 12 months of unpaid leave to recover from such injury consistent with state and federal law. This leave may run concurrently with the Family and Medical Leave Act and/or any other leave where permitted by state and federal law. You must complete the appropriate leave forms. Additionally, you must provide your supervisor and Human Resources:

1. A written statement from the supervisor, acting supervisor, or director of the volunteer fire department, rescue squad, emergency medical services agency, law enforcement agency, or emergency management agency under whose command the employee was on active duty and on assignment with when the injury occurred; and
2. A written statement from a licensed and practicing physician stating that the employee is

injured and the anticipated date for the employee's return to work.

For more information regarding this leave, please see your supervisor and Human Resources.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Witness

Leave

Employees are given the necessary time off without pay to attend or participate in court proceedings as a witness in a criminal proceeding or as a plaintiff, defendant, or witness in a civil proceeding in accordance with state law. We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Exempt employees must work a portion of the work week to receive full salary pay for the week.

The company reserves the right to require employees to provide proof of the need for leave, to the extent authorized by law.

Bone Marrow and Organ Donation Leave

Employees are eligible to receive up to 30 business days of paid leave to serve as an organ donor and up to five business days of paid leave to serve as a bone marrow donor in a one-year period.

California employees are eligible for an additional 30 days of unpaid leave if needed for purposes of organ donation in a one-year period.

The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. Employees must be employed by the Company for at least 90 days immediately preceding the commencement of leave and request leave in writing.

When available, the employee must utilize up to five business days of accrued but unused sick or vacation leave for initial bone marrow donation leave and up to two weeks of accrued but unused sick or vacation leave for initial organ donation leave.

Please provide your supervisor and Human Resources with written physician verification of the purpose and length of each leave.

Leave under this policy will not run concurrently with any leave taken pursuant to the Federal Family and Medical Leave Act or the California Family Rights Act.

For more information regarding this leave, please see your supervisor and Human Resources.

School	Visitation	Leave
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If you are the parent or guardian of a child who is suspended and are required to appear at the child's school, you may take time off without pay if you provide reasonable advance notice to your supervisor of the need for time off.

Employees who are the parent, guardian, or grandparent having custody of children in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year to participate in activities of their child's school or child care provider unless employed at a worksite with less than 25 employees. This leave should not exceed eight hours in any calendar month. Requests for such leave must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or daycare activities.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Domestic Violence Leave

The Company will not discriminate or retaliate against employees based on their status as a victim of domestic violence, sexual assault or stalking or for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child. To the extent required by law, the Company will provide reasonable accommodation to victims of domestic violence, sexual assault, or stalking who request the accommodation for the safety of the victim while at work.

Employees who are the victim of domestic violence, sexual assault, or stalking will be permitted to take unpaid leave to: (1) seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking; (3) obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or (4) participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Affected employees must give the Company reasonable notice that they are required to be absent for a purpose stated above, unless advance notice is not feasible. In such a case, the Company will take no action against affected employees if, within a reasonable time after the appearance, they provide the Company with certification that their absence was required for any of the above reasons. The Company will maintain the confidentiality of any employee requesting leave under this policy to the extent permitted by law.

Leave provided under this policy may run concurrently with the federal Family and Medical Leave Act and/or California Family Rights Act where permitted by law.

Victims of Felony Crimes Leave

The Company will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide the Company with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Rehabilitation Leave (California Employees)

Our company is committed to providing assistance to our employees. Any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation.

This accommodation may include time off without pay and/or an adjusted work schedule provided the accommodation does not impose an undue hardship on the Company. In general, it is your responsibility to notify your supervisor and Human Resources of the need for accommodation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

The Company shall take reasonable steps to safeguard the privacy of any employee as to the fact that he or she has enrolled in an alcohol or drug rehabilitation program.

This policy does not prevent the Company from refusing to hire or disciplining, up to and including discharge, an employee who, because of the current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

Social

Security

During your employment, you and the Company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the Human Resources Department.

Workers'

Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

401(k) Qualified Retirement Plan

Our company provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The Company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the Human Resources Department. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

Professional Development Program

VSolvit encourages employees to enhance their knowledge, skills, and professional networking, thus improving potential for future growth. VSolvit recognizes that for development purposes, employees may need to attend training seminars or workshops conducted off-site or join professional associations that will enable them to remain abreast of best practices in their respective fields. Professional Development reimbursements may be requested by full-time employees who are active employees of the Company, have completed twelve (12) consecutive months of full-time service, and their performance for the last twelve (12) months is in good standing. VSolvit may reimburse an eligible employee up to \$3,000 per rolling calendar year for job-related Professional Development expenses. Courses should be attended outside of regularly scheduled work hours. In order to qualify for this benefit, the course(s) must be from an accredited school (junior college, college, trade school, or university) and the employee must obtain advance written authorization from their supervisor and the CEO prior to enrolling in any course(s). Each request is subject to approval by Executive Management. Executive Management will review all requests, determine priorities, and approve or disapprove requests based on the Company's annual Professional Development budget, business need, and contract requirements. All requests received will be acted on and department managers advised accordingly. VSolvit reserves the right to determine which Professional Development expenses are job-related and in the best interests of the Company. If there is an existing or new requirement with the client/contract, VSolvit will offer the training benefit to those employees who are impacted by the requirement, with no limit on employee service, if their performance is in good standing. The coursework must be relevant to the employee's position or job duties with the Company. The employee

must complete the course(s) with a passing grade (B or above) in order to qualify for this benefit. Upon completion of the Professional Development opportunity, the employee must provide the Company with an official report card of a passing grade or better along with original receipts for tuition, fees, and books at the completion of the course(s).

Please contact your HR Department for the full Professional Development Policy and to answer any of your questions.

Employee Assistance Program

Eligible full-time and part-time employees may participate in our employee assistance program immediately upon their date of hire.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the Company.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the Human Resources Department.

Employee Referral Policy

VSolvit is always looking for good people, and you can help! If you know someone who would be a good

addition to VSolvit, you will be awarded a referral bonus of \$500.00 (less applicable tax deductions and withholdings) if you refer them and they are hired. They must stay with the company for a minimum of four months for you to collect the bonus.

Employees must refer candidates to Human Resources by completing and submitting the Candidate Referral Form.

Program Rules

- All VSolvit employees, except those with hiring authority over the posted position, are eligible for the referral bonus.
- The referral date cannot be earlier than the date the job opening is posted.
- The referral must represent the candidate's first contact with VSolvit. Former employees of VSolvit are not eligible candidates for the referral bonus.
- To be eligible for the referral bonus, an employee must submit the Candidate Referral Form to Human Resources with a resume AND the candidate must apply on-line for the position.
- The referring employee must agree to have his or her name used when the company contacts the candidate.
- The first employee to refer a candidate will be the only referring employee eligible for the referral bonus payment.
- Each VSolvit employee may refer as many candidates as they wish, but the referral bonus payments will be limited to the first three selected candidates per calendar year.
- Only candidates who meet the essential qualifications for the position will be considered for employment with VSolvit.

■ Incumbent employees on a new contract award cannot be submitted as

candidates for a referral bonus payment.

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■ All candidates will be evaluated for employment consistent with company policies and procedures.

■ The referring employee must be employed by VSolvit throughout the hired candidate's first four months of employment to receive payment of the referral bonus.

■ Payment of a \$500.00 referral bonus to the referring employee will be paid by check in the first payroll following the new hire's four month anniversary.

VSolvit firmly believes in helping the community as well as the employee. To that end, the employee has the option to donate up to 50% of the bonus to a nonprofit charity for which VSolvit will match their donation.

Human Resources will provide a list of the available charities upon request.

■ All information regarding the hiring decision will remain strictly confidential.

■ Any disputes or interpretations of this employee referral program will be handled through Human Resources.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the VSolvit LLC Employee Handbook and I understand that it

contains information about the employment policies and practices of the Company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the Company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the CEO of the Company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE

OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE CEO OF THE COMPANY.

I understand that this Employee Handbook refers to current benefit plans maintained by the Company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

Disclaimer (South Carolina Employees)

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE, OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL.

THIS EMPLOYEE HANDBOOK IS NOT A CONTRACT, EXPRESS OR IMPLIED.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____