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## 1. Purpose

VSolvit considers telecommuting to be a viable work arrangement in cases where this may benefit an individual's circumstances while still allowing all work to be completed in a professional and timely manner. Telecommuting lets an employee work at home, on the road, or in a remote location for all or part of their regular workweek. Telecommuting may be appropriate for some employees and some jobs but is not a company-wide benefit and in no way changes the terms and conditions of employment with VSolvit.

## 2. Scope

This document applies to telecommuting and remote employees. For additional information and procedure regarding the telecommuting policy, please contact VSolvit Human Resources department.

## 3. Description

Telecommuting is an arrangement in which the company may permit employees who so request to work at home or near their home for all or part of their regular workweek. Telecommuting may be voluntary on the part of the employee as part of an accommodation or to retain the employee through a relocation. Should the need for Telecommute work be for geographical necessary when the employee does not reside near the company, customer, or project place of performance, then the employee would be classified as a Remote employee. This policy and the attached agreement apply to both situations. Any arrangement made must be authorized by the Supervisor and must be reported to the Human Resources department. Telecommuting and Remote work in no way changes the terms and conditions of employment with VSolvit.

### 3.1 Submitting a Request

An employee who believes that telecommuting will enhance his or her ability to do the job or where the telecommuting is geographically necessary must submit a written request on the accompanying agreement to his or her immediate supervisor and Human Resources department. The request should explain what equipment is necessary, how the employee will responsibly carry out his or her duties, and how the employee will remain accountable to the company and ensure seamless communication with the team members, program stakeholders, and the corporate managers.

For intermittent or occasional telecommuting, the accompanying agreement must be submitted initially. Once on file, an employee must email his/her supervisor for approval each time he/she wants to request to work at home. The request must be approved prior to telecommuting and the employee must provide a detailed account of work accomplished for the day to the supervisor / company management at the end of each day. If the performance is unsatisfactory, the telecommuting option may be revoked. Recognizing that the telecommuting option is not an entitlement, but rather a privilege, is important.

### 3.2 Eligibility and Compliance

Telecommuting is not an employee benefit. The company has complete discretion over whether it will make telecommuting available to an employee. The company may terminate a telecommuting arrangement at any time. Only employees whose duties and responsibilities may be performed effectively and efficiently under a telecommuting arrangement will be considered for telecommuting. Employees must enter into a signed telecommuting agreement before they begin a telecommuting arrangement. Employees must also fully comply with all of their obligations under the telecommuting agreement and this policy.

### 3.3 Company Approval

Whether or not a telecommuting arrangement will be approved is reserved to the company in its sole and exclusive discretion. The company may consider any relevant factors, which may include (but not be limited to) the employee's position, job duties, the distance between the employee's residence and the company, past performance record, work skills, interrelationship with duties of other persons, need for communication with and interaction with coworkers and supervisors, costs, and the benefit (if any) and detriment to the company or the employee's department. Further, an approval by company can be revoked at the discretion of the management, with or without any justification.

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No change in duties, responsibilities, schedule, etc. If an employee is permitted to telecommute, his or her work status, schedule, performance expectations, working time, compensation, and benefits will be unchanged, unless the employee's supervisor and the Human Resources Department expressly authorize changes in writing.

### 3.4 Work Schedule

The employee's supervisor shall direct the work schedule of an employee who is telecommuting. Supervisors will attempt to arrange an agreement concerning the schedule. In the absence of an agreed-upon schedule or other direction from the employee's supervisor, the employee's work hours shall be the same as before the employee began telecommuting, if applicable. Being available immediately via phone, chat, email, or any other communication mechanism, especially during the approved work schedule, is important.

### 3.5 Basic Safety Standards and Practices

- Telecommuter has a clearly defined workspace that is kept clean and orderly.
- The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
- Exits are free of obstructions.
- Supplies and equipment (both departmental and employee-owned) are in good condition.
- The area is well ventilated and heated.
- Storage is organized to minimize risks of fire and spontaneous combustion.
- All extension cords have grounding conductors.
- There are no exposed or frayed wiring or cords.
- Electrical enclosures (switches, outlets, receptacles, junction boxes, etc.) have tightfitting covers or plates.
- Surge protectors are used for computers, fax machines, and printers.
- Heavy items are securely placed on sturdy stands close to walls.
- Computer components are kept out of direct sunlight and away from heaters.

#### 3.5.1 Emergency Preparedness

- Emergency phone numbers (hospital, fire department, and police department) are posted.
- A first aid kit is easily accessible and fully stocked.
- Portable fire extinguishers are easily accessible and in working order.
- An earthquake preparedness kit is easily accessible and in a state of readiness.

#### 3.5.2 Ergonomics

Desk, chair, monitor, keyboard, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body, in conformance with Company guidelines.

#### 3.5.3 Job-Related Injuries

Workers' compensation benefits may be available for job-related injuries that occur in the employee's at-home workspace during the employee's designated working schedule only. The employee shall promptly report any job-related injuries and shall otherwise fully comply with the company's policies concerning work-related injuries. An employee may be subject to discipline, up to and including discharge, for failing to comply with applicable injury reporting requirements.

#### 3.5.4 Other Injuries/Safety

The company will not be responsible for injuries that occur to non-employees in the employee's home workspace or any other areas. The company will not be responsible for injuries that occur outside the scheduled work hours or that occur outside the home workspace. As a condition of continuing in a telecommuting arrangement, the employee shall maintain safe conditions in the home workspace and adhere to the same safety standards and practices as apply on the company's premises.

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### 3.6 Remote Allowance

VSolvit will provide a bi-weekly allowance for employees that are approved and classified as Remote employees. All requests for additional reimbursement over what is issued must be communicated in writing to your Supervisor and Human Resources. All requests are subject to approval by the Company. If reimbursement is approved, please follow the guidelines for General Expense: Pre-Authorization Request and Expense Report procedure.

### 3.7 Telecommuting Agreement

See the document beginning on page 5 of this policy.

## 4. Enforcement

If there is a reasonable basis to believe that this policy is not being followed, this may be reported to IT Management.

## 5. References and Policy Support

- VSolvit Company Handbook
- IT.00.15.POL – Acceptable Use Policy
- IT.00.20.POL – Remote Access
- IT.01.19.PRD – Antivirus Procedure for Network Connectivity

**TELECOMMUTING AGREEMENT**

VSolvit LLC (*the “Company”*) and \_\_\_\_\_ (*Employee Name*) hereby agree:

1. Telecommuting is an arrangement in which the Company may permit Employee to work at home or near his/her home voluntarily in lieu of traveling to his/her usual place of work. Telecommuting is also sometimes geographically necessary when the employee does not reside near the Company. However, any telecommuting the Company permits shall be only in accordance with this agreement. The telecommuting covered by this agreement is \_\_\_ voluntary or \_\_\_ geographically necessary (check one).
2. Nothing in this agreement changes the at-will nature of Employee's employment; nothing in this agreement shall be considered a promise of employment for any term or period. The Company or Employee may terminate the employment relationship at any time.
3. I understand that the Company may modify this telecommuting agreement at any time for any reason. When my employment with the Company ends, this agreement will also permanently end.
4. Workplace Location and Surroundings
  - a. I will be required to maintain work surroundings that are professional and not subject to noise or distraction. This telecommuting arrangement is not designed for childcare or other home care arrangements, and I am the only person who will be in the workplace area while I am working. Any family care concerns must be resolved before the telecommuting arrangement begins, and I agree to make appropriate arrangements to address them.
  - b. My home must have a designated secure workspace of sufficient size to accommodate any necessary equipment, as well as a desk and chair. The designated space in my home shall be the exclusive place where I will perform work on behalf of the Company under this telecommuting arrangement. This location will not change unless the Company specifically so authorizes. I am responsible for keeping the work area free from dangerous obstructions or safety hazards, and I will follow the basic safety standards and practices attached to this agreement. I will ensure that all wireless connections used to perform work are password protected. I will periodically back up work products on VSolvit's portion of Google Drive or other VSolvit secure server to prevent data loss. The Company shall not be responsible for any modifications, maintenance, or remodeling to my home related to my home-based workplace.
  - c. Consent to Company Entrance and Inspection. I acknowledge and agree that the Company may, upon reasonable notice, and at any other time that it later designates, enter into my home to inspect the work area. The Company shall have the right to inspect computer systems at the my worksite during normal working hours. This includes examining the contents of any computer system that contains or is believed to contain VSolvit internal information.
5. At all times, I acknowledge that I am bound by all applicable employer policies, rules, regulations and directives and by state and federal law.
6. If I incur a work-related injury, I will report it immediately to my supervisor. An injury may be compensable under workers' compensation law only if it occurs in the designated workspace during my designated working hours.
7. My job responsibilities may require that I commute to the local office, attend meetings at the local office (which I will attend in person), and meet with my supervisor at the local office. I may also be required to work at the local office whenever the Company requests it. This paragraph does not apply to telecommuting that is geographically necessary because the employee does not reside near the Company.
8. If the Company provides me with equipment/tools for use at the designated location, I will use it only for the performance of my duties as an employee of the Company. I will not allow others to use the equipment. If the



equipment has any problem or malfunction, I will immediately contact my supervisor and the IT Service Desk. If the equipment requires repairs resulting from its misuse, I will be responsible to pay for the repairs. Standard maintenance & repairs for company equipment will be provided by VSolvit. All equipment, records, and materials provided by the Company shall remain Company property. If I use my own equipment, I am responsible for all maintenance and repair activities and costs. The Company has supplied me with the following equipment:

Item	Serial No.	Other

9. I will return the Company's equipment and property (including, but not limited to, any software, files, intellectual property, and documents, in whatever form) no later than five (5) days after this telecommuting agreement or a telecommuting arrangement ends and/or if my employment terminates for any reason. Upon receiving an accounting from the Company, I agree within fifteen (15) days of receipt to pay all amounts for the unreturned equipment.
10. If eligible, I understand the Remote Allowance provided is to be used towards supplies or any work equipment necessary to make my work area compliant with the standards set forth by VSolvit and outlines in this agreement.
11. All policies, rules, and requirements of the Company relating to the use of its computer equipment, telecommunication systems, and any other information technology apply to my use of equipment under this telecommuting agreement. I will take all necessary steps to preserve the confidentiality of the Company's information and telecommunication and computer systems.
12. I will comply fully with the company's attendance and time recording procedures and will accurately report and record all working hours. I will maintain a contemporaneous record of each time that I start working and stop working. I will take all required meal and rest breaks.
13. As a condition of participating in a telecommuting arrangement, I agree to provide homeowner's liability insurance or renter's insurance in an amount and type acceptable to the Company, to furnish proof of such insurance to the Company on request, and to notify the Company of any change in insurance carrier or coverage.
14. To the fullest extent permitted under applicable law, I agree to defend, indemnify, and hold the company harmless from any/all injuries, damages, or claims arising from or relating to this telecommuting arrangement. I also agree that the Company is not liable for any claims, injuries, or damages that I incur (except injuries covered by workers' compensation laws).
15. Any work that I perform for the Company and all work that I perform from my home office belongs to the Company. Nothing in this agreement alters, changes, or supersedes any agreement with the Company to which I am otherwise bound relating to intellectual property, works made for hire, or the ownership of work that I produce on behalf of the Company while working for the Company or using the company's equipment or resources.

**I have taken the time I believe is necessary to read this agreement. I understand this agreement and agree to be bound by it. I understand what my responsibilities are under this agreement and that the Company can modify or terminate it any time.**

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_