

# TEAM MEMBER EMPLOYEE HANDBOOK

Rev 4.0 10-2024



**Team Member Employee Handbook**  
**Rev. 4.0 10-2024**

**WELCOME TO THE ASPIRE USA LLC (DBA.WESUITE) TEAM!**

On behalf of WeSuite/Aspire, the Team Member Employee Handbook is issued to help all of us better understand company policies and guidelines. For those who are new, we welcome you to our team and wish you every success with your career at WeSuite.

We believe that your ability to contribute to the growth and success of WeSuite is among others, directly linked to your knowledge and understanding of the policies, programs, and benefits available to you at WeSuite. In addition, this will enhance our ability to support you as we strive toward your continued development, growth, and success as an individual in the WeSuite team environment.

You should familiarize yourself with the content of this team handbook, as it will answer many questions about your employment with WeSuite.

We hope that your experience here will be challenging, enjoyable and rewarding. We encourage you to do your best, and to always create the best work environment for yourself and your teammates. Your personal growth in your career at WeSuite largely depends on you and your efforts, in conjunction with your active participation in achieving our Company goals.

Sincerely,

Human Resources

## Table of Contents

|   |    |
|---|----|
| WELCOME TO THE ASPIRE USA LLC (DBA.WESUITE) TEAM!                                   | 1  |
| 100 EMPLOYMENT .....  | 4  |
| <b>101 NATURE OF EMPLOYMENT</b> .....   | 4  |
| <b>102 EQUAL OPPORTUNITY, ANTI-HARRASSMENT &amp; SEXUAL HARASSMENT POLICY</b> ..... | 4  |
| <b>103 ADA POLICY</b> .....   | 14 |
| <b>104 CONFLICTS OF INTEREST</b> .....  | 14 |
| <b>105 OUTSIDE EMPLOYMENT</b> .....   | 15 |
| <b>106 EMPLOYMENT CATEGORIES</b> .....  | 15 |
| <b>107 EMPLOYMENT VERIFICATION &amp; REFERENCE CHECKS</b> .....                     | 15 |
| <b>108 PROBATIONARY PERIOD</b> .....  | 16 |
| <b>109 PERFORMANCE EVALUATIONS</b> .....  | 16 |
| <b>110 CONFIDENTIALITY</b> .....  | 16 |
| <b>111 EMPLOYEE REFERAL BONUS</b> .....   | 17 |
| 200 WORK FROM HOME POLICY.....  | 19 |
| <b>201 PAY AND WORKING HOURS</b> .....  | 21 |
| <b>202 ATTENDANCE AND PUNCTUALITY</b> .....   | 21 |
| <b>203 PAY AND PAYDAYS</b> .....  | 23 |
| <b>204 PAYROLL DEDUCTIONS</b> .....   | 24 |
| <b>205 MEAL PERIODS</b> .....   | 24 |
| <b>206 PERSONNEL DATA CHANGES</b> .....   | 24 |
| <b>207 BEREAVEMENT LEAVE</b> .....  | 24 |
| <b>208 JURY DUTY</b> .....  | 25 |
| <b>209 MILITARY LEAVE</b> .....   | 25 |
| <b>210 PERSONAL LEAVE OF ABSENCE</b> .....  | 25 |
| <b>211 PARENTAL AND SHORT-TERM DISABILITY LEAVE</b> .....                           | 26 |
| <b>212 ON CALL</b> .....  | 27 |
| 300 BENEFITS.....   | 27 |
| <b>301 PAID TIME OFF “PTO”</b> .....  | 27 |
| <b>302 HOLIDAYS</b> .....   | 29 |
| <b>303 BENEFITS OVERVIEW</b> .....  | 29 |
| <b>304 MEDICAL AND DENTAL INSURANCE</b> .....                                       | 30 |
| <b>305 HEALTH SAVINGS ACCOUNT (HSA)</b> .....                                       | 30 |
| <b>306 GROUP LIFE INSURANCE</b> .....   | 30 |
| <b>307 WORKER’S COMPENSATION BENEFITS</b> .....                                     | 30 |
| <b>308 SHORT-TERM DISABILITY BENEFITS</b> .....                                     | 31 |
| <b>309 LONG-TERM DISABILITY BENEFITS</b> .....                                      | 31 |

|     |   |    |
|-----|---|----|
| 310 | <b>401(K) PLAN.....</b>   | 31 |
| 311 | <b>EDUCATION ASSISTANCE POLICY .....</b>                        | 32 |
| 312 | <b>DRESS CODE .....</b>   | 34 |
| 313 | <b>VALSOFT GLOBAL TRAVEL POLICY.....</b>                        | 35 |
| 400 | <b>COMPANY ELECTRONIC RESOURCES.....</b>                        | 45 |
| 401 | <b>ChatGPT &amp; AI Tools Acceptable Usage Guidelines .....</b> | 50 |
| 402 | <b>CLIENT ELECTRONIC RESOURCES .....</b>                        | 53 |
| 500 | <b>PERFORMANCE COUNSELING AND TERMINATION .....</b>             | 53 |
| 501 | <b>EMPLOYEE ADVOCACY .....</b>                                  | 53 |
| 502 | <b>PERFORMANCE COUNSELING DISCIPLINE PROCEDURES .....</b>       | 54 |
| 503 | <b>EMPLOYMENT TERMINATION .....</b>                             | 55 |
| 504 | <b>LAYOFFS .....</b>  | 56 |
| 600 | <b>SAFETY AND HEALTH .....</b>                                  | 56 |
| 601 | <b>SAFETY .....</b>   | 56 |
| 602 | <b>WORK-RELATED INJURIES.....</b>                               | 56 |
| 603 | <b>WORKPLACE VIOLENCE.....</b>                                  | 56 |
| 604 | <b>SMOKE-FREE ENVIRONMENT .....</b>                             | 57 |
| 605 | <b>DRUG AND ALCOHOL ABUSE .....</b>                             | 57 |
| 700 | <b>OTHER .....</b>  | 58 |
| 701 | <b>EMERGENCY CLOSINGS .....</b>                                 | 58 |
| 702 | <b>MEDIA STATEMENTS.....</b>                                    | 58 |
| 703 | <b>SOCIAL MEDIA .....</b>                                       | 58 |
| 704 | <b>SOLICITATION / DISTRIBUTION POLICY .....</b>                 | 59 |
| 705 | <b>GIFTS AND GRATUITIES .....</b>                               | 59 |
|     | <b>EMPLOYEE ACKNOWLEDGEMENT FORM .....</b>                      | 60 |

## 100 EMPLOYMENT

### 101 NATURE OF EMPLOYMENT

This handbook provides you with a general understanding of the ASPIRE USA LLC (dba. WeSuite) personnel policies. We encourage you to familiarize yourself with the contents of this handbook; it will answer many common questions concerning employment with WeSuite. The words "employee" and "team member" may be used interchangeably and both refer to employees of the Company.

This handbook cannot anticipate every situation nor answer every question about employment. WeSuite reserves the right to change, revise, or eliminate any of its policies and/or benefit programs including those described in this handbook at its sole discretion and at any time. The officers of WeSuite will be responsible for the dissemination of the policies within this document. WeSuite also reserves the right to make final decisions (not subject to review or appeal, except as required by employment statutes) on employment issues, including interpretation and application of these policies and programs. Our employment relationship is terminable at will. Both you and WeSuite have the right to end the at-will employment relationship at any time. No officer or employee of the Company has any authority to make any agreement that restricts the Company's rights in this paragraph or that is contrary to the policies within.

### 102 EQUAL OPPORTUNITY, ANTI-HARRASSMENT & SEXUAL HARASSMENT POLICY

WeSuite is an equal opportunity employer. It is the policy of WeSuite to comply with all applicable laws prohibiting discrimination and harassment and to afford equal employment opportunities to employees and applicants as required by those laws, without regard to race, color, religion, sex, national origin, age, disability, height, weight, marital status, genetic information, or U.S. military veteran status. WeSuite will conform to the spirit as well as the letter of all applicable laws and regulations.

The policy of equal employment opportunity and anti-discrimination applies to all aspects of the relationship between WeSuite and its employees, including but not limited to:

- Recruitment
- Employment
- Working conditions
- Employee benefits and application of policies

Managers and Company executives are responsible for implementing equal employment practices within each department.

- Employees are required to report to a member of management any apparent discrimination or harassment. The report should be made within forty-eight hours of the incident.

### ANTI-HARRASSMENT & SEXUAL HARASSMENT POLICY

Aspire USA LLC (dba.WeSuite) is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Aspire USA LLC (dba.WeSuite) commitment to a discrimination-free work environment.

Sexual harassment is against the law<sup>1</sup> and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with Aspire USA LLC (dba.WeSuite). Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

**Policy:**

1. Aspire USA LLC (dba.WeSuite)'s Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business Aspire USA LLC (dba.WeSuite).
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action up to and including termination.
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated again, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. Aspire USA LLC (dba.WeSuite) will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of Aspire USA LLC (dba.WeSuite) who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee paid or unpaid intern, or non-employee<sup>1</sup> working in the workplace who believes they have been subject to such retaliation should inform a supervisor, manager, or Tracy Larson. Any employee, paid or unpaid intern or non-employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.

1. A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

*Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.*

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject Aspire USA LLC (dba.WeSuite) to liability for harm of victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.
5. Aspire USA LLC (dba.WeSuite) will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. WeSuite will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. Aspire USA LLC (dba.WeSuite) will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of to the President.
8. This policy applies to all employees, paid or unpaid interns, and non-employees, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in the workplace to the extent practicable and be provided to employees upon hiring.

### **What Is “Sexual Harassment”?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- 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, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

## Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

## Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor.

## Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

## What is “Retaliation”?

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

## Reporting Sexual Harassment

**Preventing sexual harassment is everyone’s responsibility.** WeSuite cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern, or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager, or the President. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or the President.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee’s behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

## Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the President.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

### **Complaint and Investigation of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. WeSuite will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the President will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo, or email), which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.

- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

## Legal Protections and External Remedies

Sexual harassment is not only prohibited by WeSuite but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at WeSuite, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

### New York State Human Rights Law (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year (three years beginning August 12, 2022) of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to WeSuite does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### **United States Equal Employment Opportunity Commission (EEOC)**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Aspire USA LLC (dba.WeSuite) – **COMPLAINT FORM**

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the President. You may obtain this form from your manager or, by asking Marivel Vervoordt (or the current Benefits Administrator) or, Tracy Larson. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

**For additional resources, visit: [ny.gov/programs/combating-sexual-harassment-workplace](http://ny.gov/programs/combating-sexual-harassment-workplace)**

**COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:      Email Phone In person

**SUPERVISORY INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

**COMPLAINT INFORMATION**

1. Your complaint of Sexual Harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing?  Yes  No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

*The last question is optional, but may help the investigation.*

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: \_\_\_\_\_

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

## 103 ADA POLICY

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of WeSuite to comply with federal and state laws concerning the employment of persons with disabilities.

It is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

WeSuite will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of their job as long as that accommodation does not cause an undue hardship to the company. An employee in need of a disability accommodation should notify Executive Management in writing of their condition and may be asked to provide doctor confirmation of the condition and the accommodations preferred for that position.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace—when such a threat cannot be eliminated by reasonable accommodation—will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made regarding the employee's immediate employment situation.

## 104 CONFLICTS OF INTEREST

You have an obligation to conduct business within guidelines that prohibit actual potential conflicts of interest. This policy establishes only the framework within which WeSuite wishes the business to operate. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you, a special interest group, or another individual at the expense of WeSuite.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts, or leases, it is imperative that you disclose to a Corporate Officer/Executive or a Department Manager as soon as possible the existence of any actual or potential conflicts of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where you, or someone that influences you, has a significant ownership in a firm with which WeSuite does business, but also when you or another person and/or company receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealing involving WeSuite. Any of these and other bribery attempts should be immediately reported to your manager.

## 105 OUTSIDE EMPLOYMENT

You may hold outside jobs, as long as WeSuite is satisfied with the performance of your job within WeSuite, and the outside job(s) do not interfere with your job and responsibilities at WeSuite. You should consider the impact that outside employment may have on your health and physical endurance. All employees will be judged by the same performance standards and will be subject to the scheduling demands, regardless of any existing outside work requirements. Outside employment shall not be during the regular operating hours of WeSuite.

If your manager determines that your outside work interferes with performance or your ability to meet the requirements of WeSuite, you may be asked to terminate the outside employment if you wish to remain with WeSuite.

## 106 EMPLOYMENT CATEGORIES

Each employee is designated as either NONEXEMPT or EXEMPT for federal and state wage and hour laws. NONEXEMPT employees receive overtime pay while EXEMPT employees do not.

WeSuite has categories for FULL-TIME, PART-TIME, and TEMPORARY employees.

**FULL-TIME:** Employees regularly scheduled to work an average of 32 hours or more per week are generally classified as FULL-TIME.

**PART-TIME:** Employees regularly scheduled to work less than 32 hours per week are generally classified as PART-TIME.

**TEMPORARY:** Employees that work for WeSuite for a specific job or period are generally classified as TEMPORARY.

A change in employment category is only effective when recorded in Aspire USA LLC (dba.WeSuite) records and the Human Resources System (BambooHR) and when you are notified in writing by Human Resources. A category change, and corresponding benefit eligibility, does not occur automatically. If you have any questions regarding your employment category, please contact the Company President.

## 107 EMPLOYMENT VERIFICATION & REFERENCE CHECKS

To ensure that individuals who join WeSuite are well qualified and successful, it is our policy to check employment references in addition to verifying identity and eligibility to work in the United States, as well as, at the sole discretion of WeSuite, run background and/or credit checks and pre-employment drug screens.

If your pre-employment drug screen comes back with positive results, any offer for employment is rescinded immediately, and employment will be terminated immediately.

Only Human Resources will respond to reference checks regarding our past and present employees.

## 108 PROBATIONARY PERIOD

It is important to both of us that during your initial period of employment your ability to perform your duties be carefully assessed. Accordingly, we have agreed that the first one hundred and eighty (180) days of employment represent a probationary period, during which either you or we may terminate your employment for any reason without notice and without the payment of any further wages, etc.

During the 180-day probationary period we will evaluate your work, including your interaction with colleagues, customers and other WeSuite business alliances to determine your suitability for the position. If the probationary period is completed successfully, you will then become eligible for regular employment as a permanent WeSuite employee. If it has not been executed successfully, necessary steps will be taken to inform you of the results and either extend your probationary period or begin the termination process.

For those eligible employees who choose to participate, and after the 180-day probationary period has expired, you will become eligible for the employee benefits program as described herein. Medical coverage, however, may be elected on the 1<sup>st</sup> (first) of the month following 30 days of employment.

## 109 PERFORMANCE EVALUATIONS

Aspire USA LLC (dba.WeSuite) performance management is based on achieving Company revenue and strategic goals, set annually. We count with two (2) performance review cycles per year (mid-year and year-end) and both the self-assessment and the manager's assessment are completed in the Human Resources system (BambooHR). Departments are responsible for defining their goals focused on fulfilling Company goals and priorities. Individuals are responsible for defining their goals with their manager, and to review progress regularly within each cycle themselves and with their managers. It is important to the Company that you understand what has gone right, what you have found challenging and want to improve, including specific areas of responsibility, and job skills where improvement is needed to meet and exceed job requirements. After completion of each cycle, it is expected that you will set new goals and action items with your manager, pertaining to both interpersonal goals and Company objectives, but goals can be added any time throughout the year

You will have your first performance review with your manager at the next available performance review cycle, as scheduled by your manager, to review performance to date, and confirm goals and objectives for the current and next period. Thereafter, ongoing performance reviews are completed by managers with individuals on their teams. The Company may conduct additional reviews at its discretion.

Performance review meetings will be summarized in writing by your manager in our Human Resources system (BambooHR) and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting requirements of your job responsibilities, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Any potential performance increases to be implemented, will typically be the first of the following month after completion of the review process. Compensation increases are given by the Company at its discretion and cadence in consideration of various factors, including your performance review, and the overall performance of the Company.

## 110 CONFIDENTIALITY

You will be loyal to WeSuite. During your employment, you will not act against Aspire USA LLC (dba.WeSuite) interest or prepare to do so. You will not during the term of your employment or after, without the written consent of WeSuite, directly or indirectly disclose to any person, firm, corporation, or

other company, any information, process, formula, development or experimental work, business, financial, computer, trade secret, client list, client information, or other confidential matter relating to WeSuite, its products, services or business, except as may be required in connection with your work for WeSuite.

Aspire USA LLC (dba.WeSuite) administrative company passwords as well as those used on clients' systems are to be properly guarded, accessed, stored, and used for Aspire USA LLC (dba.WeSuite) business-related purposes only. Under no circumstance will you disclose administrative passwords that are used on WeSuite or client systems to clients, subcontractors, other trades, vendors, or anyone else who is not an employee of WeSuite.

You may not make available to others, copy, remove, keep, or use (other than as required in the course of your employment with WeSuite) any passwords, systems, documents, files or other records or information concerning the business or financial affairs of WeSuite, except as may be required for your work.

## 111 EMPLOYEE REFERAL BONUS

**Scope:** Employees who refer someone for an open position who is then hired will receive a referral bonus. The referring employee will receive half of total amount upon hire of the new employee and an additional half amount after the new employee has been with the company for 90 days, so long as employment will be continued after that time.

- Bonuses will be paid out in the currency of the employee that referred a candidate

The referral bonus amounts will be the following for each location:

- US: **\$500 USD** upon hire of the new employee and an additional **\$500 USD** after the new hire completes the probation period (90 days after start date).
- Europe: **\$400 EUR** upon hire of the new employee and an additional **\$400 EUR** after the new hire completes the probation period (90 days after start date).
- Mexico: **\$8,500 MXN** upon hire of the new employee and an additional **\$8,500 MXN** after the new hire completes the probation period (90 days after start date).
- Canada: **\$680 CAD** upon hire of the new employee and an additional **\$680 CAD** after the new hire completes the probation period (90 days after start date).
- India: Inatech has a specific referral program. Please find the details below:  
**Software Engineer Band (L1) - Rs. 20,000**  
**Senior Software Engineer and Lead (L2) - Rs.30,000**  
**Manager / Senior Manager (L3) – Rs.40,000**  
**Director (L4) – Rs.50,000**

### **Eligibility:**

- The following program applies to all employees of the Company, except:
  - Managing directors and executives
  - Hiring manager and any other individuals involved in the hiring process (including interviews)
  - The Human Resources team

- To qualify as a referral, the referral must NOT be one of the following:
  - A candidate being referred for anything other than a permanent, full-time position.
  - A former employee or consultant of the company (including any full-time or part-time permanent, temporary, or interns).
  - Someone who has already applied in the last 12 months through a different media such as job fairs, job boards, agency, etc.
  - A candidate that was referred by an employee that is a relative.
  - Candidates solicited via postings on job boards, career fairs, and other media platforms will not be accepted as legitimate referrals.
- Main Process Guidelines:
  - An employee referral is valid for a twelve-month period starting from the date the referral is submitted.
  - If a candidate is referred by more than one employee, the first person making the referral will be eligible for the bonus.
  - Both the employee referring person and the hired referral must currently be employed at an Aspire company at the time the bonus is payable.
  - There is no limit to the number of referrals an employee can make.

**Process:**

1. The employee referring a candidate must communicate via email with the HR Business Partner before the candidate applies to the position, indicating candidate name, role applying for, and attaching a copy of the candidate's CV
2. HR Business Partner will coordinate with the Recruitment team for review and validation that the referral is valid
3. Recruitment team will make sure to inform HR if the referred candidate was the chosen one.
4. HR Business Partner will communicate with the payroll team and assure the employee will receive the referral bonus, if eligible.

NOTE: Referral bonuses are considered taxable income.

## 200 WORK FROM HOME POLICY

### Purpose

The purpose of this Work from Home (WFH) policy is to establish guidelines and procedures for WeSuite employees who are eligible to work remotely. This policy aims to ensure productivity, maintain communication, and uphold company standards while allowing flexibility for employees.

### Eligibility

Employees may be considered eligible for WFH if their role and responsibilities can be effectively performed outside of the office without compromising productivity, communication, or company goals and if they have their home address at least 30 miles away from the WeSuite office and are outside of New York State, New Jersey, and Connecticut. Approval for WFH will be based on operational needs and individual job requirements. Eligibility will be reassessed in the event the employee changes home addresses.

### Remote Work Arrangements

#### Location

Employees must work from a location within the United States due to legal, tax, and compliance considerations. Employees must notify HR and their manager of their WFH location, including any changes.

#### Equipment and Connectivity

Employees are responsible for maintaining a suitable workspace with a reliable internet connection and necessary equipment. The company may provide equipment and reimbursements as outlined in the WFH agreement.

#### Work Hours

Employees are expected to adhere to their regular work schedule unless otherwise agreed upon with their manager. Flexibility in work hours may be permitted based on job requirements and team needs.

#### Comprehensive Caregiving Policy

While working from home, employees are expected to maintain a professional work environment and ensure that caregiving responsibilities—whether for children, family members, pets, or others—do not interfere with their ability to fulfill work duties during designated working hours. WeSuite/Aspire reserves the right to evaluate and, if necessary, refuse accommodation requests for caregiving during work hours. It is the employee's responsibility to arrange for appropriate care if needed. If an employee anticipates the need to manage caregiving responsibilities during work hours, they must discuss this with their manager in advance to explore possible accommodations or adjustments, ensuring both personal caregiving needs and professional responsibilities are met.

## **Communication and Collaboration**

### **Meetings**

Employees must attend scheduled meetings and maintain regular communication with their team and manager. Virtual meetings via Teams or phone calls should be utilized for updates, discussions, and collaboration.

### **Accessibility**

Employees should remain accessible during work hours through email, phone, or Teams to facilitate seamless communication with colleagues and clients.

## **Data Security and Confidentiality**

Employees must adhere to company policies regarding data security and confidentiality. This includes safeguarding company information, using secure networks, and complying with IT guidelines for remote access.

## **Performance and Evaluation**

Employees will be evaluated based on their productivity, deliverables, and adherence to company policies while working remotely. Managers will assess performance regularly and provide feedback as needed.

### **Dress Code**

Employees working from home are required to maintain a casual but presentable appearance during work hours. When engaging in client-facing activities or representing the company in any capacity, employees must adhere to a business casual dress code or dress appropriately as if attending the meeting in person. This ensures a professional image is maintained in all external interactions.

### **Health and Safety**

The company encourages employees to maintain a safe and ergonomic workspace. Employees should take breaks and adhere to health guidelines to promote physical and mental well-being.

### **Termination of WFH Arrangement**

The company reserves the right to terminate or modify an employee's WFH arrangement based on operational needs, performance issues, or changes in job requirements. Employees will be notified in advance and provided with reasoning.

### **Compliance**

Employees must comply with all applicable laws, regulations, and company policies while working remotely. Failure to adhere to these guidelines may result in disciplinary action, up to and including termination.

## Policy Updates

This WFH policy is subject to periodic review and updates, as necessary. Any changes will be communicated to employees in a timely manner.

## Approval Process

Employees seeking approval for WFH must submit a formal request to their manager and the HR Business Partner, outlining their proposed arrangement and justification. Approval will be granted based on business needs and job responsibilities.

## 201 PAY AND WORKING HOURS

Aspire USA LLC (dba.WeSuite) full-time employees generally observe an eight (8) hour working day and a forty (40) hour work week, starting on Monday, and ending on Friday. Normal operating hours are generally from 8:30 AM EST to 5:00 PM EST with 30 minutes, unpaid for lunch.

Starting and quitting times are determined by the manager based on factors such as: job, Client and project needs, deadlines, and the requirements of your job. The manager may alter these hours to accommodate various jobs, work, or projects. You are expected to complete work in a timely and responsible fashion and in keeping with project deadlines, Client expectations, and in coordination with the needs of the WeSuite team.

You are expected to be on the job and ready to begin work at Company offices, in your home office, at Client sites or, trade show/conference locations, on time and ready for the workday. You should not leave the job before quitting time unless authorized by your immediate manager.

## 202 ATTENDANCE AND PUNCTUALITY

### Absences/Tardiness

It is important for you to report to work on time and to avoid unnecessary absences. WeSuite expects you to be reliable and to be punctual in reporting for work. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

If you are unable to work as scheduled, you must call and email your immediate manager(s) prior to the start of the workday. If your absence is unexpected, you should attempt to reach your immediate manager as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate manager is unavailable, you must speak with an executive manager. If you must leave a voicemail, you must provide a number where your manager may reach you if need be.

Some, but not all, absences are compensated under the Company's leave and benefits policies.

You are expected to be at your workstation and ready to work at the beginning of each business day. If you are delayed, you must call and email your manager to state the reason for the delay. As with absences, you must make every effort to speak directly with your manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

### Absence Reporting Procedure

You must call and email your manager at least one (1) hour before your start time when you are going to be absent or tardy.

If you are absent or tardy, you must do the following:

- Call and speak with your manager and if possible, at the time, email your manager additionally – you are responsible for ensuring your manager is notified and acknowledges receipt of your absence / tardiness notification
- Email your manager and CC the human resources / benefits coordinator
- Include the following information in your email:
  - Your Name
  - Reason for being absent or tardy
  - Any appointments/meetings on your schedule for that day and the action you are taking to reschedule appointments/meetings
- Reschedule any appointments and meetings with Clients and teammates
- Notify your manager of any work due that day that you are unable to reschedule
- Record/request sick time in company software (currently: Calamari) within (24) twenty-four hours of the absence

Emailing does NOT excuse the absenteeism or tardiness and it will still be counted as absent or tardy.

Poor attendance and/or excessive tardiness and/or excessive Unauthorized Absences will lead to disciplinary action, up to and including termination.

The manager may refuse employee requests for special consideration on leaves and other privileges. Attendance and tardiness will also be considered in the evaluation process.

### Authorized Absences

With proper notification, the following absences will be classified as authorized:

1. Personal sickness
2. Bereavement leave
3. Jury duty
4. Hospital confinement
5. Personal, if pre-approval is received
6. Work related injury
7. Vacation time off (pre-approval required)
8. Approved leave of absence
9. Military leave

### Unauthorized Absences

All other absences will be classified as unauthorized. These will include, but are not limited to:

1. Family illness
2. Personal time off if no pre-approval is received
3. Vehicle trouble
4. Tardiness
5. Other items unless listed in "Authorized Absences"

### Inclement Weather

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by the Company. There may be times when we will delay the Company office opening, and on rare occasions, we may have to close the office. Not coming to the office, when the office is open and you are scheduled to be in office, may lead to the use of Paid Time Off. You are responsible to use common sense, plan as much as possible, and use your best judgment when traveling to or from the office in inclement weather.

If Company facilities are closed by the Company or the government, and work from home is possible, you will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, you must speak to your manager, and set a schedule for working from home or, for taking Paid Time Off. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Company to close the office before 5:00 PM, you are expected to continue work at home to the end of your regularly scheduled hours for that day.

### 203 PAY AND PAYDAYS

WeSuite is a merit shop company. The term "merit shop" means that your wage at WeSuite will be dependent upon the company's view of the merit of excellence in your job performance.

You are paid at regularly scheduled times semi-monthly set by WeSuite, by direct deposit. Each pay will include earnings for work performed during the payroll period and includes a complete statement of earnings and deductions.

WeSuite takes all reasonable steps to assure that you receive the correct amount of pay in each pay period and that you are paid promptly on the scheduled payday. In the event that there is an error in the amount of pay that you received, you should promptly bring the discrepancy to the attention of the Payroll Department so that corrective action can be taken. Once underpayments or overpayments are identified and approved, they will be corrected in the next regular pay period. In situations where your pay did not arrive as normally scheduled, please allow the Payroll Department seventy-two (72) business hours after notification to reissue a paycheck.

**204 PAYROLL DEDUCTIONS**

WeSuite is a New York employer, and only required federal and New York state and local taxes, as well as statutory New York benefits, will be withheld from your paycheck. If you live outside of New York and are required to file income tax in your home state, please consult a tax adviser.

WeSuite offers programs and benefits beyond those required by law. If you are eligible, you may voluntarily authorize deductions from your pay checks to cover the costs of participation in these programs.

Any questions concerning why deductions were made from your paycheck or how they were calculated should be directed to the Payroll Department.

Upon termination, any outstanding balances owed to the Company will be invoiced to you directly and paid by you without delay, or deducted from final pay, as determined by the Company.

**205 MEAL PERIODS**

Each workday, full-time employees are provided with a thirty (30) minute break. This time is unpaid.

**206 PERSONNEL DATA CHANGES**

It is your responsibility to promptly notify WeSuite Human Resources Department in writing of any changes in personnel data.

Changes include, but are not limited to: Personal mailing addresses, home address, telephone numbers, changes in immigration status, marital status, divorce or legal separation, the birth or adoption of children, child ceasing to be a dependent, the names and number of dependents, any change in spouse employment, applicable insurance coverage, Medicare entitlement, individuals to be contacted in the event of an emergency, educational accomplishments, and any other pertinent status information. This information should be accurate and current at all times and must be reported to the Accounting Department by the employee.

By promptly notifying the Company of such changes by raising a HR ticket at Jira, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

**207 BEREAVEMENT LEAVE**

When you wish to leave work for bereavement purposes, you need to complete a Request for Paid Time Off form and get prior approval from your manager.

Full-Time Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law.

If the bereavement leave occurs during a scheduled time off such as holidays or weekends, you will still be eligible for the full amount of time listed above if it is taken in the time period surrounding the

funeral.

An obituary notice is required for attendance purposes.

## **208 JURY DUTY**

WeSuite encourages you to fulfill your civic responsibilities by serving jury duty when required. You may request unpaid jury duty leave for the length of absence. If desired, you may use any available vacation benefits.

You must show the jury duty summons to your manager as soon as possible so that the manager may make arrangements to accommodate your absence. You are expected to report for work whenever the court schedule permits.

Subject to the terms, conditions, and limitations of the applicable plans for which you are otherwise eligible, WeSuite will continue to provide benefits to you in accordance with legal requirements.

Accrual for benefits calculations, such as Paid Time Off "PTO" for eligible employees, will not be affected during unpaid jury duty leave.

## **209 MILITARY LEAVE**

A military leave of absence will be granted to full-time employees to attend scheduled drills or training or if called to active duty with the U.S. Armed Services.

The leave will be unpaid. However, you may use any available vacation time off for the absence.

Subject to the terms, conditions, and limitations of the applicable plans for which you are otherwise eligible, WeSuite will continue to provide benefits to you in accordance with legal requirements.

If you are on an active-duty training assignment or inactive duty training drill for up to thirty-one (31) days, you are required to return to work the first regularly scheduled shift one (1) day after discharge. For leave between thirty-one (31) days to one hundred and eighty (180) days, you are required to return to work within fourteen (14) days after discharge. For military leave beyond one hundred and eighty (180) days, you are required to return to work within ninety (90) days after discharge. WeSuite requires a copy of your military orders for verification of expected deployment and discharge dates.

If you are returning from military leave, you will be returned to your previous or a comparable position with full-service credits as provided by law.

## **210 PERSONAL LEAVE OF ABSENCE**

In an effort to recognize the need for additional time off beyond an employee's Paid Time Off "PTO" benefit allowance, WeSuite may consider allowing a Personal Leave of Absence without pay for a maximum of thirty (30) calendar days.

All regular, full-time employees who have completed the one hundred eighty (180) day Probationary Period and one additional full year of service, may be eligible to request an unpaid Personal Leave of Absence. All requests must be given in writing providing a minimum four (4) week notice, if Rev.4.0 10-2024 Team Member Employee Handbook WeSuite Confidential

possible. Job performance, absenteeism, and department requirements will be taken into consideration before a request is approved. Requests for unpaid personal leaves may be denied or granted by WeSuite after review from your immediate manager and Executive Management.

If a Personal Leave of Absence is approved, you will have the option to either terminate all the WeSuite benefits you are currently enrolled in, or you may elect to continue paying for your contribution amounts directly to WeSuite.

If a Personal Leave of Absence of up to thirty (30) calendar days is granted and you do not return to work at the conclusion of the leave, WeSuite may permanently fill the vacancy left by your absence and does not guarantee your job.

## **211 PARENTAL AND SHORT-TERM DISABILITY LEAVE**

**POLICY STATEMENT:** This policy outlines the company's provisions for employees who are expecting a child and/or require time to care and bond with their child in case of adoption. The company endorses the right of its employees to become parents. We are, therefore, prepared to support employees and allow new parents enough time to recover from childbirth and care for their child.

**SCOPE:** This policy applies to all eligible employees of the company based in the US.

**PURPOSE:** The purpose of this policy is to enable the employee to care for and bond with a newborn or an adopted child and to explain the standards, guidelines, and procedures for parental leave for all qualified employees.

**POLICY COMMUNICATION:** The policy will be stored on HR files and on each company's handbook. This policy will be reviewed from time-to-time.

**PARENTAL LEAVE POLICY:** Aspire will provide up to 3 (three) weeks of paid parental leave to employees following the birth or adoption of an employee's child. This policy is not included in the flexible time-off policy and will run in addition to the Family and Medical Leave Act (FMLA) leave, that provides employees with up to 12 (twelve) weeks of unpaid, job-protected leave per year (only employees with at least one (1) year employment tenure, will be eligible for FMLA). Partners can be also eligible to FMLA, if needed to care for the spouse following the birth of a child if the spouse has a serious health condition. Group health benefits will be maintained during the leave period.

**PROCEDURE:** The employee must adhere to the following procedure:

The employee must give formal written notice to the immediate supervisor and the Human Resources Business Partner about the pregnancy at least 60 days (2 months) prior the date of expected childbirth and at least 30 days (1 month) prior to the expected child's arrival in case of adoption.

In case of pregnancy, the employee must submit a doctor's note stating the date of the expected childbirth and the desired beginning date of parental leave by Jira ticket at least 30 days (1 month) prior the date of expected childbirth.

If labor occurs earlier than estimated, the beginning and ending dates of parental leave can be modified accordingly, through an official document.

Employees can contact the Human Resources Business Partner for information concerning the procedures or other queries.

Company Short Term Disability benefits are provided in accordance with New York State law. If you are unable to work due to disability, and the absence exceeds 7 days, please notify your immediate manager, and copy the WeSuite benefits coordinator as soon as possible.

For employees based in the States with specific state paid family and medical leave contributions and benefits will be eligible to claim these benefits on top of our parental leave policy.

## **212 ON CALL**

On a weekly or monthly basis, WeSuite may assign dedicated on-call personnel to help support emergency after-hours Client support requests. These assignments will be rotating and are not paid additionally. During an on-call assignment, you are responsible for returning Client requests for support promptly, using the tools and systems provided by WeSuite. You acknowledge and agree that your personal phone, laptop, or internet connection may be required to perform these duties when on call.

If for any reason you cannot commit to your scheduled on-call week, it is your responsibility to make arrangements with another team member and notify your manager of such change at least twenty-four (24) hours in advance unless it is considered a personal emergency of which you could not plan for. In that case, please provide notice as soon as possible.

## **300 BENEFITS**

### **301 PAID TIME OFF “PTO”**

#### **\*\*\*IMPORTANT NOTE About PTO Accruals Effective 1/1/2021 and Thereafter:**

Effective January 1, 2021, New York State implemented mandatory Paid Sick Time for employees. Accruals for this time began 9/30/2020 at a rate of 1 hour paid sick leave for every 30 hours worked - to a maximum of 40 hours. To comply with NY State Sick leave, Full-Time employees who are in their 180-day Probationary Period will earn 1 hour per week PTO. The earning schedule for employees who are not in Probationary Period exceeds New York State requirements. For more information on the new state law regarding this paid time off, please visit <https://www.ny.gov/programs/new-york-paid-sick-leave>.

Paid Time Off can be used by employees who are not in the Probationary Period for vacation, sick, and personal time as described herein. For employees who are in the Probationary Period, earned time is for the ‘sick time’ portion of PTO only.

The following Paid Time Off Earnings “PTO” schedule applies to Full-Time Employees of the Company.

**PTO (Vacation / Sick Days/ Personal Days) Earning Schedule Monthly:**

| Tenure                  | Days Granted  |
|-------------------------|---|
| Day 1 – 180 Days        | 3 days – 1 hour per week for the first 6 months in accordance with NYS Sick Leave |
| 180 days to 12 months   | 4.5 days – 6 hours per fully completed work month during each calendar year       |
| 13 months to 35 months  | 14 days – 9.334 hours per fully completed work month during each calendar year    |
| 36 months to 59 months  | 18 days – 12 hours per fully completed work month during each calendar year       |
| 60 months to 107 months | 20 days – 13.333 hours per fully completed work month during each calendar year.  |
| 108 months and greater  | 23 days – 15.333 hours per fully completed work month during each calendar year.  |

**\*\* Part time employees will earn 1 hour of paid sick leave for every 30 hours worked to a maximum of 40 hours.**

After completion of your Probationary Period, you are encouraged to take advantage of your eligible PTO by taking time off from work. Vacation time is of value to you, your family, and the company in terms of morale, health, and efficiency.

Every attempt is made to accommodate your PTO vacation/personal time off requests however, job requirements and production schedules must be met. WeSuite reserves the right to reschedule vacation time if it is believed that your skills are needed on a critical operation.

PTO must be taken in  $\frac{1}{2}$  day / (4) hour or 1-day (8) hours increments and may be taken in various forms, either continuous (up to two weeks), or in partial weeks, or one day at a time, if you and your manager agree that it does not unduly disrupt the continuity of our work functions.

PTO remaining at the end of the calendar year will NOT be paid out. Employees cannot have a balance greater than twenty-three (23) days at any time (based on years of service). After reaching the maximum balance, employees cannot earn any additional time until they utilize some of their earned PTO.

If you terminate employment with WeSuite at your own will, unused PTO accrued as of the current calendar year starting January 1<sup>st</sup> will be paid out only if you provide WeSuite with a thirty-day written notice of termination, prior to your termination date. If a thirty (30) day notice is not provided, unused PTO will not be paid out. If employment is terminated by WeSuite for cause, no PTO benefits will be paid out. At any time, it is management's discretion to decline or provide payout outside of what is set forth above. The remaining PTO balance as of December 31<sup>st</sup>, 2024 will not be paid out as the company will be transitioning to a Flexible time-off policy as of January 1<sup>st</sup>, 2025. Employees are encouraged to use all their available PTO balance by December 31<sup>st</sup>, 2024.

To schedule PTO time off from work, you must utilize the Human Resources System, BambooHR at least two weeks prior (for vacation and personal time off) to the requested PTO time. PTO time is not approved until the PTO Request has been approved in the system by your manager.

PTO time is paid at your base pay rate at the time of PTO. It does not include any special forms of compensation such as: incentives, commissions, bonuses, etc.

**302 HOLIDAYS**

WeSuite will grant paid time off for Holidays to all eligible Full-Time employees on the days listed below:

| Date                         | Holidays List          |
|------------------------------|------------------------|
| Monday, January 1, 2024      | New Year's Day         |
| Monday, February 19, 2024    | President's Day        |
| Friday, March 29th, 2024     | Good Friday            |
| Monday, May 27, 2024         | Memorial Day           |
| Wednesday, June 19, 2024     | Juneteenth             |
| Thursday, July 4, 2024       | Independence Day       |
| Monday, September 2, 2024    | Labor Day              |
| Thursday, November 28, 2024  | Thanksgiving Day       |
| Friday, November 29, 2024    | Day After Thanksgiving |
| Wednesday, December 25, 2024 | Christmas Day          |

If a recognized Holiday falls during your approved PTO, Holiday pay will be provided instead of PTO pay.

**303 BENEFITS OVERVIEW**

In addition to good working conditions and competitive pay, it is the Company's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised.

The next few pages contain a brief outline of the benefits programs the Company currently provides for employees and their families.

These descriptions of insurance benefits merely highlight certain aspects of the Company's plans and are provided as general information only. The specific provisions of the plans, including eligibility and benefits provisions, are summarized in each plan's summary plan description ("SPD"). SPDs may be revised from time to time. Additionally, the official plan documents are available for review upon request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including SPDs.

Further, the Company (including the officers and administrators who are responsible for administering the plans) and/or the plan administrators retain full discretionary authority to interpret the terms of the plans as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason, to the maximum extent permitted by applicable law.

For more information regarding benefits programs contact the Benefits Department.

**304 MEDICAL AND DENTAL INSURANCE**

The Company currently offers full-time and part time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical, dental, and vision insurance coverage options. Under these plans, employees may also elect coverage for eligible family members.

Employees are eligible to participate as of the 1<sup>st</sup> month following 30 days of employment. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Benefits Department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each plan year during open enrollment, employees may change medical, dental, and vision elections for the following plan year. The Benefits Department is available to answer benefits plan questions and assist in enrollment as needed.

**305 HEALTH SAVINGS ACCOUNT (HSA)**

The Company has partnered with Health Equity to provide eligible employees with access to a company sponsored HSA account. Those enrolled in a Qualified High Deductible Health Plan ("QHDHP") may make HSA contributions via pre-tax payroll deductions. Employees may also choose to make contributions to their personal HSA instead.

**306 GROUP LIFE INSURANCE**

The Company offers full-time and part time employees scheduled to work a minimum of 30 hours per week an employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy pays a death benefit currently equal to one time your annual salary not to exceed \$100,000. Eligible employees are automatically enrolled as of the first day of the calendar month following 30 days of employment. Group Life and Dismemberment coverage terminates on the last day of employment.

**307 WORKER'S COMPENSATION BENEFITS**

All employees are covered under our Workers' Compensation policy which is paid for by the Company. Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Employees must report all injuries, no matter how slight, to management as soon as possible. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect employees' eligibility to receive Workers' Compensation benefits.

Workers' compensation is solely a monetary benefit and not a leave of absence, unless otherwise provided by applicable law.

## 308 SHORT-TERM DISABILITY BENEFITS

The Company's short-term disability plan is a company paid benefit that provides partial pay for eligible employees (i.e., full-time or part time employees who are regularly scheduled to work a minimum of 30 hours per week) who are unable to work due to illness, injury or disability not related to work, after an absence of more than 14 consecutive calendar days. Benefits begin on the 15<sup>th</sup> day of disability and continue for related absences up to a maximum of 11 weeks. Eligible employees are automatically enrolled as of the first day of the calendar month following 30 days of employment. Short-term disability coverage terminates on the last day of employment.

All employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending on their work location. Any statutory benefits will be reconciled with any applicable Company-provided short-term disability benefits.

Short-term disability is solely a monetary benefit and not a leave of absence.

## 309 LONG-TERM DISABILITY BENEFITS

The Company offers eligible employees (i.e., full-time or part time employees who are regularly scheduled to work a minimum of 30 hours per week) a long-term disability (LTD) plan. This company paid benefit provides monthly LTD benefits of 60% of basic monthly earnings to a maximum benefit of \$7,500 per month, less any other offsets. Eligible employees are automatically enrolled as of the first day of the calendar month following 30 days of employment. Long-term disability coverage terminates on the last day of employment.

LTD benefits are solely monetary benefits and not a leave of absence.

Please contact the Benefits Department for more information.

## 310 401(K) PLAN

All employees are eligible to participate in the Valsoft 401(k) Plan administered by Sentinel Benefits.

- **Basic Safe Harbor Matching Contribution** – the company makes a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 3% of your compensation, plus 50% of your salary deferrals between 3% and 5% of your compensation.

i.e. Maximum match of 4% on employee contributions of 5% or more.

- **Vesting** – You are immediately 100% vested in your salary deferrals and safe harbor matching contributions.

**311 EDUCATION ASSISTANCE POLICY****Objective**

Establish guidelines for promoting and funding undergraduate, postgraduate, and/or MBA courses for permanent full-time employees. Courses being a single class taken either independently of a degree program or single class contributing towards the advancement of a degree.

**Scope**

All employees that have been with the company for at least one (1) year. The original start date with the company, prior to the acquisition process, will be the start date considered for the eligibility to the program.

**Responsibilities**

**Employee:** Identify a course of study to engage in that is directly related to his/her current position and/or future role. Meet the minimum attendance and performance criteria required by chosen institution. Sign an addendum letter to formalize the reimbursement process.

**Manager:** Approve the course of study and the cost related to it.

**Human Resources Department:** Coordinate the process with the Manager and Employee and approve the cost.

**Leadership (Managing Director and Operating Partner):** Approve the cost.

**Processes**

1. Courses approved by the Company:

1.1. Courses and educational institutions must be fully accredited, duly established and recognized by each country's educational government institution.

1.2. Approved courses must have a direct relationship with the employee's current or future role.

1.3. Only courses outside normal working hours will be approved.

**Eligibility**

Employees eligible for educational assistance are those who have been with the company for more than 1 (one) year and whose course is directly related to advancing the current employee's ability to take on additional responsibilities in the present and/or future. The relevant course must be included in the employee's annual performance and development plan.

**Approvals**

Employee must obtain preapproval before starting each period (quarter or semester) from the company's Managing Director, Portfolio HRBP, Portfolio Head of Finance and Portfolio Operating Partner.

### **Payment of Educational Assistance**

The employee must pay for 100% of the cost directly to the Educational Institution each period and depending on the score in each course, the company will reimburse the employee, as following:

90% for a score A or equivalent (90% to 100% of max grade)

65% for a score B or equivalent (80% to 89% of max grade)

25% for a score C or equivalent (70% to 79% of max grade)

The company will not be responsible for any penalty related to late payment, and this responsibility lies solely with the employee.

The company is not responsible for the acquisition of any educational materials, as books, or other associated costs (such as food and parking). The company will only reimburse the course tuition.

The Aspire's portion of the cost should be budgeted in the employee's department or portfolio.

Aspire reserves the right to limit the reimbursement to \$20,000 USD towards the attainment of a degree.

### **Frequency and Performance Evaluation**

Frequency and performance evaluations will follow the methodology and criteria established by each educational institution.

### **Withdrawal/Suspension/Separation**

In case of withdrawal or suspension, the Human Resources department should be informed by email, with proper justification.

In case of withdrawal during the course, the company will not be performing any reimbursement to the employee.

It is the employee's responsibility to negotiate their return with the educational institution and to agree with the manager on future budget availability.

It is the manager's responsibility to inform the Human Resources department about authorizing the extension of the subsidy in cases of suspension.

In case of separation from the company (termination or resignation) in the middle of the course, the company will not be responsible to reimburse the employee for that specific period.

### **Course Completion**

Upon completing the course, the employee must submit a copy of the completion certificate and the final academic transcript to the Human Resources department. The copy of the diploma should be sent directly by the employee to the Human Resources Department for archiving.

Upon completion of the course, the employee must continue to work in the company for a period

of 3 (three) years. If the employee resigns from the company in less than 3 (three) years after the completion of the course, the proportional amount invested must be refunded to the company.

### **Exceptions**

Any day-to-day situation that deviates from the process described in this document should be communicated to and/or authorized by the Human Resources Business Partner. Such communication and/or authorization should be documented by e-mail.

## **312 DRESS CODE**

WeSuite has established the following business casual dress code, to help strike a balance between employee comfort and a professional respect for co-workers, clients, potential employees and clients, community, and visitors.

At WeSuite, you are the face of the company. With that in mind, it is important to always project a neat, respectful, and professional appearance at work. This applies during all office hours and any time you are traveling for business, including travel to and from client sites and work events, shows and conferences. While at Client sites, and for any conferences, and work meetings outside of the regular work environment, business attire is required.

The guidelines below are a general overview of appropriate business casual dress and inappropriate business casual dress. Neither list is all-inclusive and both are open to change. We ask that you use a conservative level of judgment when choosing your work attire and ask that if you are uncertain as to what is and isn't appropriate at any time that you reach out to your manager immediately.

#### **Appropriate Slacks/Pants/Suit Pants:**

Acceptable slacks include those like Dockers/Chinos and other makers of cotton or synthetic material pants, wool pants, dressy capris, and nice looking dressy synthetic pants. \*see below.

#### **Inappropriate Slacks/Pants/Suit Pants:**

Inappropriate slacks or pants include jeans\*, sweatpants, exercise pants, shorts, bib overalls, leggings\* and any spandex or other form-fitting pants such as people wear for biking and exercise.

\*Dark dress jeans and tight style leggings for women are allowed on occasion, when coupled with a dress/skirt/long blouse/top (for leggings) providing business appropriate coverage, and blouse/button down shirt, jacket, and belt for dress jeans. Jeans are not appropriate for work at Client sites or for conferences/trade shows (unless specifically approved prior to travel to/attending), or other business events.

#### **Appropriate Skirts/Dresses/Skirted Suits:**

Business dresses, casual dresses and skirts that are split at or below the knee are acceptable. Dress and skirt length should be of a length at which you can sit comfortably in public.

#### **Inappropriate Skirts/Dresses/Skirted Suits:**

Mini-skirts, skorts, sun, beach, and spaghetti-strap dresses, short, tight skirts that ride halfway up the thigh are inappropriate for work.

#### **Appropriate Shirts/Tops/Blouses/Jackets:**

Casual shirts, dress shirts, sweaters, golf-type shirts, and turtlenecks are acceptable attire for work and should be tucked in when possible, unless the shirt is cut to be worn outside the pant, and you are not visiting a client site or hosting a visitor in the office. Suit and sport jackets are also acceptable attire for the office.

**Inappropriate Shirts/Tops/Blouses/Jackets:**

Inappropriate attire for work includes spaghetti strap tank tops, midriff tops, shirts with potentially offensive words, terms, logos, graphics, pictures, cartoons, or slogans, halter-tops, tops with bare shoulders, sweatshirts, "hoodies", and t-shirts (unless worn under another blouse, shirt, jacket, or dress). Clothing that reveals too much cleavage, back, chest, feet, stomach, or underwear is not appropriate attire for the office.

Finally, clothing should be pressed and never wrinkled, torn, or dirty.

**Appropriate Shoes/Footwear:**

Loafers, clogs, boots, flats, dress heels, leather deck-type shoes, and conservative "shoe-style" athletic or walking shoes are acceptable for work.

**Inappropriate Shoes/Footwear:**

Inappropriate shoes/footwear include sneakers, thongs, flip-flops, and slippers.

**Appropriate Jewelry/Makeup/Body Art/Perfume/Cologne:**

Jewelry and makeup should be selected in good taste. Visible body piercings and tattoos are to be covered at all times during working hours, with the exception of ear piercings for women only. Some employees are allergic to the chemicals in perfumes and make-up so wear these substances with restraint.

**Appropriate Hats/Head Covering:**

Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

If clothing fails to meet these standards, as determined by your manager, you will be asked not to wear the inappropriate item to work again. If the problem persists, you may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action will be applied if dress code violations continue.

**313 VALSOFT GLOBAL TRAVEL POLICY****Purpose**

This document explains the Valsoft Travel & Expense Policy. Valsoft reserves the right to add or amend the terms of this Policy and Procedure at any time without notice.

Valsoft's intention is to reimburse employees for all appropriate and approved expenses while conducting business for Valsoft in accordance with this Policy.

This Policy will:

- Align requirements with Valsoft standards for business travel;
- Communicate roles and responsibilities of each traveler for the management of business travel expenses;
- Communicate definition for the approval, planning, booking and payment of business travel

- expenses;
- Increase support and compliance to policies by clearly communicating consequences for non-compliance and deviant behavior.
- The content of this documentation is strictly confidential and should not be shared with any person who is not an employee of a Valsoft Company.

### **Scope**

This Policy is addressed to all Valsoft employees for travel and expense claims and replaces all former Travel & Expense Policies and Guidelines.

Any Third Parties (e.g., Contractors or Consultants) traveling on behalf of Valsoft, and where Valsoft is reimbursing travel expenses, must comply with this Policy, unless specifically agreed with the Third Party otherwise.

### **Responsibilities**

#### **Employees**

All Employees must ensure that expenses submitted are only for legitimate business purposes and are in accordance with local applicable law. Valsoft expects its employees to use appropriate and reasonable judgment when incurring expenditures necessary to conduct the Company's business. Employees should familiarize themselves with the items listed as reimbursable and non-reimbursable in Annex A which can be found at the end of this document. This list is provided as guidance and is not all encompassing.

All expenses submitted must be clearly identified and supported by a receipt. Description such as miscellaneous, various or other should not be used and will not be accepted.

On rare occasions where no receipt is available, proof of payment must be submitted to support the claim (for example a credit card statement or bank statement). The Company reserves the right to refuse payment of the claim if it is not satisfied with the supporting documentation provided. For hotel expenses, an itemised bill must be submitted. Expense claims should be submitted as soon as possible upon return from travel and within 30 days of travelling. Expenses not submitted within 30 days may not always be reimbursed. Under no circumstances should employees seek reimbursement for expenses in excess of those actually incurred. Non-compliance with the business travel policy by an employee may result in managerial review and possible disciplinary action, up to and including termination of employment.

### **Line Managers & Approvers**

Approving managers must review each expense claim to verify the appropriateness of each claim.

Approvers are **equally accountable** with employees submitting the expense report for compliance to the Policy and for the accuracy of expenses. Therefore, if the Approver is in doubt of an expense, the Approver can request additional information from the employee submitting the expense. Managers will be held accountable for authorising expenses and each manager is responsible for ensuring that employees are made aware of this policy and that the guidance is consistently applied.

In case of absence, Line Managers can assign a delegate of equivalent or higher to their current position.

### **Executives**

The enforcement of this Policy is the responsibility of the President, VP Finance, VP Operations and each of Valsoft's functions and/or department's managers. The VP Finance is responsible for ensuring that the provisions of this Policy are followed and has the authority to bring any disputed items to the attention of the President for final settlement.

### **Finance Department**

The Finance department may audit the reported expenses and identify expenses that are not properly documented in accordance with Valsoft Policy and Guidelines.

At the request of management, specific expense reports may be audited. Valsoft reserves the right to claim back expenses not in accordance with Valsoft Policy and Guidelines.

### **Exceptions**

Any exception to this Policy requires approval from VP Finance, VP Operations or President.

### **Disciplinary Actions**

Any employees whose expense report does not follow the Policy will be subject to the following:

- The expense report will be rejected and additional information and/or justification will be required (e.g., missing receipts);
- If an unsatisfactory response and/or explanation is received or fraud or misconduct is suspected, the matter will be brought to the attention of Top Management or Portfolio Heads;
- Repeat offenders of this Policy will be tracked and occurrences will be reported to their Line Manager and Top Management.

## **General Guidelines**

All business travel arrangements (including air and ground travel, hotel and lodging and car rentals) must be booked by the employee at the best reasonable charge possible. Expenses for spouses/companions are not paid by Valsoft.

### **Travel Approval and Advances**

All travel plans of employees must be approved in advance by the employee's line manager. If the Egericia travel approval tool is implemented, the travel approval must be performed through the tool, otherwise, the travel approval must be performed via email.

No cash advances for travel expenses are permitted.

### **Credit Cards**

Valsoft's entity specific corporate credit cards may only be used by its employees for Transportation, Accommodation or Rental business expense categories. For all other categories, the employee must use its own personal credit card.

When the company's credit card is used, the employee must send appropriate backs-ups (ex: receipt or proof of purchase) to the credit card cardholder, who has the responsibility to complete the monthly reconciliation package and send it to the P2P team, who will then book the expenses and pay the credit card.

In exceptional circumstances, a credit card may be issued for non-managers i.e. where frequent business travel is undertaken. All the terms and conditions of the credit card company apply to the credit cardholder. Abuse of any credit card privileges may result in disciplinary proceedings up to and including termination of employment. Valsoft reserves the right to take any corporate credit card away without prior notice.

For more details on credit cards, please refer to the **Valsoft Credit Card Policy**

### **Visas and Immunisations**

Passports may be required depending on the country visited. Business visas may also be required. Employees are responsible for ensuring they are aware of, and have obtained, all required travel documents (such as employment verification letter, or letter of introduction) for their intended travel before making any booking.

The Company will reimburse all expenses submitted in accordance with this policy.

Employees requiring immunisations for travel must make these arrangements well in advance of travel.

Reimbursement will be made for business travel related immunisations, with a receipt. In some cases, immunisations may be covered by local healthcare service or medical insurance, and this should be checked prior to submitting expenses. It is the employee's responsibility to ensure that the appropriate immunisations have been obtained.

### **Business Travel Insurance**

All employees who travel on company business should ensure that they have adequate travel insurance in place. If insurance is required, then this is a reimbursable expense.

Regular travellers should consider the appropriateness of an annual policy.

### **Transportation**

#### **General**

Travel should be by the mode of transport which is most cost effective to the Company. Within certain countries, this will generally be by train or other public transportation. For travel across borders, air travel should generally be used. The use of the employee's own car may be appropriate in some circumstances. Travel by private car hire may also be approved in certain cases, provided adequate reasons are presented.

#### **Rail Travel**

For all employees, rail travel should be purchased in coach / standard (2nd class). The use of first class may only be by prior approval at the manager's discretion and normally only in the case where such travel is at a cost lower than coach/standard class.

For local rail passes or special tickets, the rules of this travel policy (if applicable) should be adhered to.

#### **Air Travel**

For all business travel by air the following should be noted when booking:

- For all Valsoft entities where EGENCIA is implemented, it is mandatory to use this tool for your air travel reservation;
- For all employees, flights should be booked in economy class;
- Employees should locate the most competitive fare for their journey by checking airline or online travel agency websites and comparison sites;
- Travel arrangements should be made as soon as possible to take advantage of the lowest fares available;
- Checked in luggage and seat selection costs will be reimbursed as allowable expenses;
- Valsoft is not responsible for lost and/or damaged luggage;
- Where flights exceed 5 hours in duration, the employee may claim a contribution towards the cost of an upgrade to premium economy (if available). The allowable contribution cannot exceed the amount in the table below.

#### Flight Class upgrade contribution

| GBP        | USD        | EUR        |
|------------|------------|------------|
| <u>140</u> | <u>200</u> | <u>160</u> |

#### **Ground transportation to and from the Airport**

When travelling on Company business, employees should use good judgement in deciding how to get to and from their destination. Based on local options, length of travel, personal safety and costs, employees should choose from the following: driving their own car, public transport services and taxi or car service.

#### **Fast Track Service & Lounge Access**

These services are not allowable expenses except in exceptional circumstances and then only with prior approval from the line manager.

#### **Frequent Flyer Programms**

Employees may participate in bonus mileage programms offered by an airline, as long as the choice of airline or route does not result in incremental costs to the company.

Employees may not receive reimbursement for business travel booked using personal reward miles.

Employees may upgrade using their frequent flyer miles or program status, provided that there is no incremental cost to the company.

Air travel club memberships are not reimbursable.

#### **Personal / Business travel combined**

Any personal travel arrangements that are planned before or after the business portion of a trip must be arranged separately, with the cost and arrangements being the responsibility of the traveler. Any expenses related to non-Valsoft personnel traveling with a Valsoft employee are not payable nor reimbursable by the Company.

When personal travel is combined with business travel, the employee must pay the difference between the most economical fare for the business portion of the trip and the total amount of the fare. This amount is to be determined on the date ticketed.

The employee is solely responsible for all costs associated with the personal travel portion of the trip including but not limited to meals, lodging, ground transportation, and any expenses associated with the person the employee may be traveling with.

Employees may upgrade using their frequent flyer miles or program status, provided that there is no incremental cost to the company.

Air travel club memberships are not reimbursable.

### Personal / Business travel combined

Any personal travel arrangements that are planned before or after the business portion of a trip must be arranged separately, with the cost and arrangements being the responsibility of the traveler. Any expenses related to non-Valsoft personnel traveling with a Valsoft employee are not payable nor reimbursable by the Company.

When personal travel is combined with business travel, the employee must pay the difference between the most economical fare for the business portion of the trip and the total amount of the fare. This amount is to be determined on the date ticketed.

The employee is solely responsible for all costs associated with the personal travel portion of the trip including but not limited to meals, lodging, ground transportation, and any expenses associated with the person the employee may be traveling with.

### Personal Car

The use of the employee's own car for business purposes is acceptable where it is the most efficient method of transport for one of the following reasons:

- Time and cost efficiency;
- Poor public transport access;
- Several persons travelling together;
- Sales / exhibition material to be taken along.

The use of the employee's own car must be approved by the employee's line manager. Such approval must be obtained in advance of travel.

Employees must ensure that their car is insured for business use. During business travel any fines incurred, for example as a result of traffic violation offences, will be the sole liability of the employee.

Details of mileage rates which may be claimed in the event the employee uses their own car on business are to be found on the Nexonia expense tool.

*Important note: Where local car policies and health and safety rules and regulations apply, these must be always adhered to when employees are using their own car on company business.*

### Rental Cars

Rental cars should be booked before business travel commences to obtain best available rates. Rental car expenses claims must be approved by the line manager in advance of booking.

### Taxis

Public transport should be used where possible. However, employees should use good judgement in deciding how to get to and from their destination. Based on local options, length of travel, personal safety and costs, employees should choose between driving their own car, local public transport services, taxi or car service.

The company actively encourages the use of Uber where available as an alternative to taxis.

### **Accommodation**

All business travel should be planned sufficiently in advance to ensure that the best possible accommodation rates can be obtained. In addition to room and meal costs, the reasonable cost of required internet connection and phone calls charged by the hotel will be reimbursed by the company. All further costs must be met by the employee.

Essential laundry costs will be reimbursed from the eighth day of travel onwards.

When booking hotels for business travel employees will be required to obtain the best available rates and no accommodation charges should exceed the per night costs indicated below without prior authorisation from the line manager. For all Valsoft entities where EGENCIA is implemented, it is mandatory to use this tool for your accommodation reservation.

Maximum room rate per night

| <u>GBP</u> | <u>USD</u> | <u>EUR</u> |
|------------|------------|------------|
| <u>140</u> | <u>200</u> | <u>160</u> |

The company actively encourages the use of AirBnB accommodation.

### **Food and Drink Expenses**

The Company will reimburse the cost of meals that are consumed during business travel, on presentation of the corresponding bills and receipts. Personal meals include an individual's breakfast (when not included in the room rate), lunch and / or dinner.

The cost of the meals must be reasonable and in line with the general cost of living in the country of travel. Unreasonable and extravagant costs may not be reimbursed. The original receipt (not just a credit card payment slip) must be attached to the expense claim form.

The following are a guideline to what is considered reasonable costs though it is recognised that this may vary from country to country:

| <u>Meal Type</u>      | <u>Allowance GBP</u> | <u>Allowance USD</u> | <u>Allowance EUR</u> |
|-----------------------|----------------------|----------------------|----------------------|
| <u>Breakfast</u>      | <u>15</u>            | <u>20</u>            | <u>20</u>            |
| <u>Lunch</u>          | <u>25</u>            | <u>35</u>            | <u>25</u>            |
| <u>Dinner</u>         | <u>40</u>            | <u>60</u>            | <u>45</u>            |
| <u>Total per day*</u> | <u>80</u>            | <u>100</u>           | <u>90</u>            |

\*Note: Valsoft is providing a total allowance per day and where flexible between meal types as long as the total daily allowance is not exceeded.

### **Phone & Internet**

#### **Mobile Phone International Usage**

At the discretion of the employee's direct line manager, reasonable charges for legitimate business use of a personal mobile phone during the course of international travel may be reimbursed. Only the incremental cost associated with international usage can be reimbursed. A detailed monthly billing statement from the mobile phone carrier must be provided for this incremental usage and reimbursement.

#### **Internet**

Internet usage is generally covered by hotel rates and is provided in Valsoft's offices worldwide. Should an employee have to pay an additional fee for internet access while traveling, this may be approved for reimbursement at the discretion of the employee's direct line manager.

#### **Entertainment Expenses**

Any expenses incurred through business-related invitations extended to third parties or gifts for customers and/or clients and/or entertainment activities will be reimbursed on presentation of the corresponding bills and receipts, and subject to the code of conduct and internationally applicable laws. All such documents must include the name, function, and company of invitee(s) and must be pre-approved by the line manager.

### **Expense Reporting**

#### **Submission & Claim**

Expenses must be submitted through an expense report via the Nexonia expense tool if implemented or manually if not implemented. All travel expenses must be itemized and explained as required by this Policy.

All receipts must be scanned and attached to the expense report in Nexonia or added to the manual report. The approval workflow will be triggered only if the scanned receipts are attached. Original receipts must be retained until the expense claim is reimbursed.

Receipts are required for all expenses. For hotel expenses, a detailed invoice is required, regardless of payment method used. The charges on the invoice must be itemized on the employee's expense report under the appropriate headings (lodging, meals, mini bar charges, etc.) to comply with tax requirements.

If a meal expense is above the maximum recommended cost, a comment is required in Nexonia.

Should a receipt be lost, stolen or otherwise not available, employees must provide a detailed explanation in the comment field of Nexonia (e.g., for a meal amount paid, business purpose, date, nature of expenditure, establishment and names, etc.).

It is the employee's responsibility to create a complete and accurate expense report prior to submission for approval and payment. Incomplete reports will be returned to the employee causing delay in reimbursement.

Expense claims should be submitted as soon as possible upon return from travel and within 30 days of travelling.

#### **Approval**

The expense report must be approved by the Line Manager or budget holder and Finance via the Nexonia expense tool or manually if not implemented. The Line Manager must ensure that expenses are for the benefit of Valsoft, are reasonable, are supported by appropriate explanation and documentation and are in accordance with this Policy.

### **Reimbursement**

For all Valsoft employees, reimbursement of T&E expenses is through direct deposit only.

### **Annex A**

#### **Reimbursable Expenses**

The following items are reimbursable when incurred for an appropriate business purpose or incidental to business travel:

- Baggage Fees;
- Currency exchange fees;
- Internet access from hotel;
- Internet access at airport;
- Laundry/Dry Cleaning (after eight nights minimum overnight stay);
- Mini bar charges (water bottles and soft drinks only);
- Roadside assistance;
- Groceries (see **daily allowance**);
- Snacks (see **daily allowance**);
- Parking;

- Highway tolls /pass;
- Cell phone fees;
- Passport: Extra cost to urgently obtain (only if last minute travel is requested from Valsoft);
- Postage and shipping charges;
- Photocopy and facsimile expenses;
- Seat selection and checked in luggage;
- Travel Visa (for more [details](#));

#### **Non-Reimbursable Expenses**

The items listed below are not Valsoft expenses and therefore, must not be included on an expense report. Any exceptions must be approved, in writing, by VP Finance, VP Operations or President.

- Coffee reloads cards;
- Babysitting, childcare or dependent sitting, kennel fees and pet sitting charges;
- Clothing repairs;
- Club membership, including an airline club;
- Country club dues;
- Gift cards;
- Holiday gratuities (e.g., garage attendant, door attendant, etc.);
- Home internet;
- In-flight entertainment systems;
- In-room movies;
- Personal (non-business) reading materials such as books, magazines and newspapers;
- Personal equipment (briefcases, coffee makers, office refrigerators, etc.);
- Any other personal expenses.

## **400 COMPANY ELECTRONIC RESOURCES**

WeSuite provides a variety of electronic communication and data processing resources ("systems,") in the office, which include internet, electronic mail (E-mail), telephone, voicemail, computers, and software/data processing resources in support of company work activities. Use of these resources is a privilege granted by the company; such use is intended to be for **business-related purposes only**. You are expected to conduct your activities within the restrictions and overall company policies of WeSuite the State of New York and federal statutes.

#### **Ownership of Data and Monitoring and Review or Use of Systems**

WeSuite owns all information and material created, sent, received, or stored on its systems. You should assume that any communications made using these systems and any information stored on these systems, whether business related or personal, may be monitored or reviewed by WeSuite in its discretion, at any time. By using these systems, you consent to such monitoring and review. This includes, but is not limited to contents of all computers, hard drives, email, voice mail, internet files and access history, and all other electronic data, and communications. **There is no expectation of personal privacy when using company owned equipment and systems.**

The following guidelines address usage of computer resources, computer resources abuse, and penalties for abuse or misuse.

## **Computer and Other Electronic System Usage Guidelines**

1. You must have a valid, authorized login/password/account. You may only use those computer and other electronic system resources for which you are specifically authorized. You may only use your account in accordance with its authorized purpose. Users must abide by all applicable restrictions whether or not they are built into the operating system or network and whether or not they can be circumvented by technical means. Ability to access another person's password/account does not, by itself, imply authorization to do so.
2. You are responsible for safeguarding WeSuite, WeSuite Clients and your co-workers from network, IT and other security threats that may include and are not limited to:
  - i. Socially engineered emails
  - ii. Scams via email and phone
  - iii. Virus' and malware due to utilization of the WeSuite network for non-work searches, access, etc.
3. You are responsible for safeguarding the login, password and account information provided for your use at WeSuite in accordance with WeSuite Security Policies. You should not allow anyone to use your password/account unless specifically authorized by the IT Administrator for a specific purpose. Passwords may not, under any circumstances, be shared with others.
4. Aspire USA LLC (dba.WeSuite) computer and network resources and services may be used only by WeSuite, LLC employees and designated contractors, and only for Aspire USA LLC (dba.WeSuite) business- related purposes.
5. You may not prevent others from accessing the system, nor unreasonably slow down the system by deliberately running wasteful jobs, playing games, or engaging in non-productive, or idle computer work.
6. You may not bypass accounting of security mechanisms to circumvent data protection schemes. You may not attempt to modify Aspire USA LLC (dba.WeSuite) software except when it is intended to be customized by users. You may not change or delete files without the permission of the owner or the IT Administrator.
7. **Assume that any and all software is copyrighted.** You may neither distribute copyrighted or proprietary material without the written consent of the copyright holder nor violate copyright or patent laws concerning computer software, documentation, or other tangible assets. Proprietary material includes but is not limited to: client lists, financial information, forms, policies, etc.
8. Only software licensed to WeSuite and approved by the IT Administrator is allowed to be installed on system resources. Unauthorized software found on company electronic systems will be removed.
9. If you use a company-supplied personal computer or other electronic device, you have the following responsibilities:
  - i. Utilize only company approved and licensed software.
  - ii. Software installations and upgrades are only performed by the IT Administrator or with

- his/her approval.
- iii. Hardware modifications are only performed by the IT Administrator.
  - iv. Do not attempt to modify your device's operating system parameters.
  - v. Additional hardware, software, or personal peripherals are identified, ordered and installed only by the IT Administrator.
  - vi. Do not bring CD's/DVD's, jump drives or other media devices from outside and run them on your computer or other device without first having them approved and virus scanned by the IT Administrator. Additionally, Company supplied jump drives cannot be used for any other purpose or computer outside of the WeSuite network.
  - vii. Work files should be stored only on WeSuite company drives, not on personal computers to curtail data loss, ensure backup of data and increase security of data.
10. In general, listening to music or other non-work related media while at work is discouraged. WeSuite encourages full focus and attention without distraction to you and potentially your coworkers due to extraneous noise.
11. Users with internet access may use this service for business-related purposes only. Internet activity will be monitored periodically for usage levels as well as inappropriate usage. Examples of inappropriate usage of the internet include but are not limited to:
- i. Checking of personal (non-business-related) e-mail.
  - ii. Creating your own e-mail box or creating a company e-mail box.
  - iii. Visiting any internet site that contains pornographic or offensive material.
  - iv. Visiting any internet site for non-business related reasons, unless specific written permission is provided by a WeSuite officer.
  - v. Playing of computer games, checking Facebook or other social media unrelated to work.
  - vi. Any usage that would be considered system abuse.
12. Employees with internet access are under no circumstances authorized to:
- i. Provide WeSuite login or passwords to any individual or entity.
  - ii. Establish web pages, either personal or business related.
  - iii. Conduct personal business on the internet.
  - iv. Modify connection, browser, or other internet-related software configurations.
  - v. Download software not authorized by WeSuite.
  - vi. Download any type of information that is pornographic in nature.
13. You must promptly report misuse of electronic system resources or potential loopholes in system security to the IT Administrator or to your manager and cooperate with the IT Administrator in the investigation of abuses.
14. **You are responsible to reviewing and being in compliance with all WeSuite Security Policies, including and not limited to, updates and revisions to such policies.** Copies of WeSuite Security Policies are available for receipt and review:
- i. In the Company coffee room
  - ii. At the HR workstation

iii. Upon request from the President

### **Computer and Other Electronic System Abuse**

WeSuite will not tolerate any form of computer and other electronic system abuse. Electronic system resources are valuable, and their abuse affects everyone who uses the computer assets. Forms of abuse include but are not limited to:

1. **Privacy:** Investigating or reading another user's files is considered the same as reading papers on someone's desk – a violation of privacy; only Company management has the right to such access. Modifying protected files, by whatever mechanism, is considered the same as "breaking and entering." Violations in this area include:
  - i. Attempting to access another user's files without permission.
  - ii. Supplying (or attempting to supply) false or misleading information or identification in order to access another user's account.
  - iii. Deliberate, unauthorized attempts to access or use WeSuite computers, networks, systems, programs, or data.
  - iv. Unauthorized manipulation of WeSuite computer systems, programs, or data.
2. **Vandalism:** Any user's account, as well as the operating system itself, is a possible target for vandalism. Attempted or detected alteration of software, data or other files, as well as disruption or destruction of equipment or resources is considered vandalism. Violations include but are not limited to:
  - i. Sending mail or a program which will replicate itself (such as a computer virus) or do damage to another user's account.
  - ii. Tampering with or obstructing the operation of Aspire USA LLC (dba.WeSuite) computer systems (attempting to "crash" the system.)
  - iii. Inspecting, modifying, or distributing data or software (or attempting to do so) without authorization.
  - iv. Attempting to interfere with the performance of the system.
3. **Copyright Issues:** Users who redistribute software from any Aspire USA LLC (dba.WeSuite) electronic systems break our agreement with software suppliers, as well as applicable federal copyright, patent, and trade-secret laws. Therefore, redistribution of any software from Aspire USA LLC (dba.WeSuite) electronic systems is strictly prohibited except in the case of software which is clearly marked as being in the public domain. Violations include but are not limited to:
  - i. Copying, transmitting, or disclosing proprietary data, software, or documentation (or attempting to do so) without proper authorization.
4. **Harassment:** Sending unwanted messages or files to other users may be considered harassment. Violations include but are not limited to:
  - i. Interfering with the legitimate work of another user.
  - ii. Sending or forwarding abusive or obscene messages via any Company owned or provided system.
  - iii. Using computer resources to engage in abuse of personnel.

5. **Miscellaneous:** Other acts considered unethical and abusive include but are not limited to:
- i. Unauthorized and time-consuming recreational game playing.
  - ii. Using computer accounts for work not authorized for that account.
  - iii. Sending chain letters or unauthorized mass mailing.
  - iv. Inappropriate internet site visits (anything not business related should be considered inappropriate.)
  - v. Using any system for personal profit or other illegal purposes.
  - vi. Personal advertisement.

WeSuite reserves the right to examine files, programs, passwords, accounting information, printouts, or other electronic systems material without notice.

#### **Penalties for Computer and Other Electronic System Abuse and/or Misuse**

Abuse or misuse of Aspire USA LLC (dba.WeSuite) electronic system resources may not only be a violation of network guidelines and user responsibility, but it may also violate the criminal code. Therefore, WeSuite will take appropriate action in response to user abuse or misuse of computing services. Action may include but not necessarily limited to:

- Reimbursement to WeSuite for resources consumed.
- Other legal action including action to recover damages.
- Referral to law enforcement authorities.
- Disciplinary action in accordance with WeSuite policies.

WeSuite promotes the use of its electronic system resources and seeks to improve the computer literacy of all users. Reducing electronic system abuse will provide better quality system resources for users with legitimate computing needs. Please do your part to help us discourage abuse.

It is your responsibility to comply with the Aspire USA LLC (dba.WeSuite) Policy and Guidelines for Use of Computer and Electronic System Resources. When you request a user-ID/password for any Aspire USA LLC (dba.WeSuite) computer resource, you acknowledge that you are a "user" and that the Policy and Guidelines for Use of Computer and Other Electronic Systems Resources apply to you.

As a user, you acknowledge that you are responsible for the Aspire USA LLC (dba.WeSuite) electronic system resources in your possession that you have been granted access to. This means that you must protect these information resources from unauthorized activities including loss, damage, disclosure of information, modification, deletion of data, and usage.

#### **Employee Responsibilities**

You are responsible for any the use and security of any computer and/or electronic resource provided to you by WeSuite. It is expected that you assume the risk of loss and/or damage to the resources and that you will maintain all Company resources with respect to security policies and in good operating condition and appearances.

It is fully acknowledged that, from time to time, accidents may occur whereby these devices are damaged and/or destroyed therefore we have the following rules to help determine the necessary consequences if such incidences occur:

**Damage/Loss due to Negligence:** Negligence is a result directly related to your own personal decisions where incidents occur that could have been avoided. For example, leaving your resources in a vehicle or unsafe location whereby the resources are lost or stolen. Damage or loss due to your negligence may result in your responsibility to pay for replacement of company provided equipment at the stipulated loss value.

Stipulated Loss Value is defined as the equivalent replacement value of such device at the date of damage/loss for the purpose of resuming current job responsibilities.

**Damage/Loss due to Circumstance:** Damage/Loss due to circumstance incidents are those in which you have no control and/or could not have been avoided. For example, your resources were damaged during a house fire and/or disaster. If questions arise as to the frequency of such events, management has the right to reclassify the nature of the incident and impose the corresponding disciplinary action as outlined below.

**Damage Beyond Normal Wear and Tear:** It is understood that over time, the resources will show signs of normal wear and tear. Resources will be assessed by WeSuite management to determine if signs of increased neglect and/or poor care are obvious.

## 401 ChatGPT & AI Tools Acceptable Usage Guidelines

### Overview

These guidelines are designed to ensure the responsible and secure use of ChatGPT and other AI Tools within our company. By following these guidelines, we can protect our intellectual property and customer data and maintain compliance with data privacy regulations while still harnessing the power of AI technology to enhance our processes and drive innovation.

### Restrictions

This document can NOT be shared with ANY 3<sup>rd</sup> parties for ANY purpose. The information contained details internal practices within the company and it's subsidiaries and is highly confidential. At no point should any information regarding the security and internal system processes be made publicly available. The document is considered highly confidential.

## **Introduction**

Many companies use public Artificial Intelligence (AI) services to develop new products, streamline operations, and gain valuable insights from data. While public AI services offer many benefits, there are also security risks associated with their use. Additionally, data privacy and intellectual property protection are critical concerns when using public AI services. Here are some guidelines to help you use public AI services securely and responsibly:

### **Understand AI Security Risks**

When using public AI services, it is important to understand the security risks associated with their use. Public AI services are vulnerable to cyber attacks and can be used to steal sensitive information. Therefore, it is essential to be vigilant and report any suspicious activity to your IT department or The security department immediately.

### **Who's Affected**

These guidelines apply to all employees, contractors, and third parties using, intending to use, interacting with, or accessing ChatGPT/PublicAI Services within the company or via company equipment.

### **Our Commitment**

Our company is dedicated to safeguarding our intellectual property, source code, and customer data while fostering a culture of innovation and collaboration. Using ChatGPT responsibly, we can optimize our development processes, support business operations, and create innovative solutions without jeopardizing the confidentiality and integrity of sensitive information

### **Exclusive Use of ChatGPT and Configuration**

#### **Authorized AI Tools**

Our company has authorized the use of ChatGPT for work-related purposes. Other AI tools, including but not limited to, AWS CodeWhisper, Dall-E2, Codewizz, OneAI, etc, are strictly prohibited unless explicitly approved by the company. Github Copilot may be used with the following settings in place.

- ‘Allow GitHub to use my code snippets for product improvements’ MUST be Unchecked (ie disabled)

Employees are required to limit their AI interactions to approved AI tools only, as they follow a thorough vetting process and are deemed suitable for our operations.

#### **ChatGPT Configuration and Usage**

To ensure the security and privacy of company data, it is mandatory that ChatGPT's chat history and training features are turned off during usage. Employees must refer to the attached instruction document for the proper configuration and setup of ChatGPT to maintain compliance with our data protection policies.

## **Guidelines with Example Scenarios**

### **Safeguard Customer Data and Personal Information**

*Example Scenario: You are using ChatGPT to draft an email addressing a customer's concern. Make sure to remove the customer's name, email address, and other identifiable information from the input before submitting it to ChatGPT.*

- Review and remove customer data or personally identifiable information (PII) from prompts or inputs submitted to ChatGPT.
- When discussing customer-related scenarios or seeking guidance, always use generic examples or fictional data instead of actual customer PII.

*Example Scenario: Instead of asking ChatGPT, "How should I respond to John Smith's complaint about slow service?" use "How should I respond to a customer's complaint about slow service?*

- Practice data minimization by providing only the essential context for ChatGPT to comprehend the problem and offer relevant suggestions without disclosing sensitive, controlled or proprietary information.
- Engage in regular training sessions and awareness programs focused on data privacy protection and employee responsibilities in maintaining data security.

### **Preserve Intellectual Property and Source Code**

*Example Scenario: When seeking guidance on fixing a bug in your proprietary software, do not provide ChatGPT with the actual code snippets. Instead, describe the issue in more general terms.*

- Never share, upload, or discuss proprietary algorithms, source code, or trade secrets with ChatGPT.
- Refrain from using specific project names, code snippets, or other confidential information when seeking assistance or input from ChatGPT.

*Example Scenario: If you need help with a feature in Project X, ask ChatGPT, "How can I implement a machine learning feature in a software project?" instead of mentioning Project X's name and specific details.*

- Discuss technical issues or seek guidance using generic terms, providing only the necessary context for ChatGPT to understand the problem and offer relevant suggestions.
- Carefully review the output provided by ChatGPT to ensure it does not inadvertently expose any sensitive information or infringe upon existing copyrights, patents, or trademarks.

*Example Scenario: After receiving advice from ChatGPT, verify that the suggested approach does not violate existing patents, use copyrighted material, regulatory requirements or put the company at risk.*

- Always review and evaluate the suggestions provided by ChatGPT to ensure compliance with existing patents, copyright laws, regulatory requirements and company policies.
- Be cautious when implementing solutions provided by ChatGPT and ensure they align with the

company's best practices and security standards.

Our company reserves the right to monitor the usage of ChatGPT within the organization to ensure compliance with these guidelines.

#### Updates and Reviews

These guidelines will be reviewed and updated periodically or as required by technological changes, regulations, or business operations. Employees will be notified of any significant changes and are responsible for familiarizing themselves with the most current version of the guidelines.

#### Phone Use

Aspire USA LLC (dba.WeSuite) provided office phones are to be used for business purposes. Personal calls and texting (or any other form of messaging) on office and personal phones should be kept to an absolute minimum and done on personal time.

The resources provided to you by WeSuite are done so to ensure that we are setting you up for success in your role and to provide you with the necessary tools needed. We expect that you will treat these resources with respect and that you will care for them as if they were your own personal resources. If it becomes evident that a continued pattern of misuse, neglect, or increased wear and tear occurs, WeSuite reserves the right to restrict your usage of such resources as well as move into a disciplinary action including termination if necessary.

### **402 CLIENT ELECTRONIC RESOURCES**

When using a client's computer or other electronic system, all Aspire USA LLC (dba.WeSuite) policies must be followed. In addition, you must follow all Client electronic system policies.

You are responsible for safeguarding Aspire USA LLC (dba.WeSuite) administrative passwords and accounts in accordance with WeSuite security policies. You must not allow non-company employees to use Aspire USA LLC (dba.WeSuite) administrative password/account unless authorized specifically by the WeSuite System Administrator for a specific purpose. Passwords may not, under any circumstance, be shared with others. Any questions in this regard are to be directed to your manager.

**Assume that all Client information is confidential.** You are responsible for safeguarding all Client information. Assume that Client information is confidential. You are responsible for fully complying with WeSuite policies and procedures, including use of all provided Company tools, with respect to secure treatment of Client information. Any questions in this regard, ask your manager.

### **500 PERFORMANCE COUNSELING AND TERMINATION**

### **501 EMPLOYEE ADVOCACY**

WeSuite believes in a working environment that encourages open and honest communication at all levels. Employees are encouraged to bring concerns to the attention of their immediate manager first. If the concern has not been addressed by your immediate manager, or directly relates to your immediate manager, please address the concern with the President.

When faced with an employee concern, proper steps must be taken to ensure their concerns are addressed in the format necessary.

The following process is recommended to ensure employee concerns are fully understood and addressed in a manner suitable for the specific situation. However, if the employee concern is in any way stemming from actions that are considered illegal or unethical, immediate communication to your manager and the President is mandatory.

As leaders of WeSuite, it is our job to:

1. **Actively listen** to employees as they discuss their concern.
  - a. **Be empathetic** without being sympathetic. It is key to stay neutral especially when it pertains to concerns with another co-worker, manager, policy, etc.
  - b. **Encourage reflection** to determine what they could have done differently when faced with the situation.
  - c. **Encourage foresight** to help them determine possible solutions.
  - d. **Encourage them to go directly to the source**. Though you can provide a listening ear, going to the source is the only way to ensure concerns are being addressed.
  - e. **Follow-up** with employees to ensure they have closure.
2. **Decipher employee's current state**. Are they:
  - a. **Frustrated**: Just needing to vent about a concern.
  - b. **Disgruntled**: Beyond frustrated to the point where it is affecting productivity.
  - c. **At Risk**: Contemplating resignation.
3. **Inform the employee** that you will also be following up with the necessary party(ies) to make them aware of the situation:
  - a. For **Frustrated** employees, continue to encourage them to follow up directly with the source.
  - b. For **Disgruntled** employees, encourage direct follow up. Ensure the immediate manager and another executive manager are aware to expedite the resolution process.
  - c. For **At Risk** employees, expedite communication process between the immediate manager and President for resolution process to begin immediately.

## 502 PERFORMANCE COUNSELING DISCIPLINE PROCEDURES

WeSuite expects every employee to adhere to the highest standards of job performance and personal conduct including professional and courteous communication (i.e. refrain from profanity, insults and no harassment) with clients and fellow employees. When necessary, discipline will be handled in a manner recognizing and respecting your adulthood.

## **503 EMPLOYMENT TERMINATION**

Employment with WeSuite is based on mutual consent. Both you and WeSuite have the right to terminate employment at will, with or without cause, at any time. The termination date will be the last day you worked and benefits will end on this date. Below are examples of some of the most common circumstances under which employment is terminated:

**RESIGNATION:** Employment termination initiated by you when you choose to leave WeSuite voluntarily. If a thirty-day notice is given by you, remaining vacation benefits accrued as of the last calendar date of January 1<sup>st</sup> will be paid out as long as the resignation happens by December 31<sup>st</sup>, 2024. After this date, time-off will not be paid. If a thirty-day notice is not given, unused vacation will not be paid out.

**DISCHARGE:** Employment termination initiated by WeSuite. Remaining vacation benefits accrued as of the last calendar date of January 1<sup>st</sup> will not be paid out due to the nature in which employment was terminated.

**MEDICAL/DISABILITY:** Employment termination initiated by you or by WeSuite when you are unable, for health reasons, to continue to work. WeSuite will only initiate a medical/disability termination with respect to a disability covered by applicable disability discrimination laws after an interactive discussion regarding required reasonable accommodations has occurred, and it has been determined that such an accommodation cannot occur. If a thirty-day notice is given by you, remaining vacation benefits accrued as of the last calendar date of January 1<sup>st</sup> will be paid out, as long as the medical/disability termination happens by December 31<sup>st</sup>, 2024. After this date, time-off will not be paid. If a thirty-day notice is not given, unused vacation will not be paid out.

**RETIREMENT:** Once you have obtained retirement age, you may choose to voluntarily retire from active employment status. If a thirty-day notice is given by you, remaining vacation benefits accrued as of the last calendar date of January 1<sup>st</sup> will be paid out, as long as the retirement happens by December 31<sup>st</sup>, 2024. After this date, time-off will not be paid. If a thirty-day notice is not given, unused vacation will not be paid out.

**LAY OFF:** See Policy #504

You are responsible for all property, material, or written information issued to you or in your possession or control. You must return all property of WeSuite that is in your possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request. WeSuite will invoice you directly for any cost of items that are not returned when requested based on retail value. WeSuite may also take all action deemed appropriate to recover or protect its property.

Human Resources will coordinate and schedule an exit interview for termination. The exit interview will afford you an opportunity to discuss issues such as your benefits, repayment of outstanding debts to the company, or return of Aspire USA LLC (dba.WeSuite) owned property. Suggestions, complaints, and questions can also be voiced.

Some benefits may be continued at your expense if you so choose through the Consolidated

Omnibus Budget Reconciliation Act of 1985 (COBRA.) You will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## **504 LAYOFFS**

A layoff is an involuntary employment termination initiated by WeSuite for non-disciplinary reasons.

Unused vacation benefits accrued as of the last calendar date of January 1<sup>st</sup> will be paid out on the first payroll following the last day of employment. Unused vacation will be paid out only if the layoff happens by December 31<sup>st</sup>, 2024.

## **600 SAFETY AND HEALTH**

### **601 SAFETY**

The establishment and maintenance of a safe work environment is the shared responsibility of you and WeSuite. WeSuite will take all reasonable steps to assure a safe environment and compliance with federal, state, and local safety regulations.

All safety violations and worksite accidents must be reported to your manager; regardless of how insignificant the violation or accident may appear.

### **602 WORK-RELATED INJURIES**

WeSuite has specified guidelines to follow in the event of injury on the job. These policies are intended to comply with insurance company and state regulations to ensure that you receive quality treatment and procedures are followed for maximum claim payment by responsible parties.

**All work-related injuries must be reported to your manager immediately.** Worker's Compensation Insurance is in accordance with New York State Worker's Compensation coverages. If you sustain a work-related injury or illness, you should inform your manager immediately. Timely reporting will enable you to qualify for coverage as quickly as possible.

### **603 WORKPLACE VIOLENCE**

WeSuite is committed to preventing workplace violence and providing a safe work environment. All employees, including management and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the WeSuite building as well as any jobsites WeSuite is working on.

However, you may have a firearm located in your personal vehicle as long as you comply with all State of New York gun laws including proper transportation. If we are made aware that a firearm is in the WeSuite building or on any of our jobsites, that is not in compliance with the policy, disciplinary action

up to and including termination will occur. Pocketknives with a blade exceeding three (3) inches in length are prohibited. Any pocketknives in the possession of a WeSuite employee are only acceptable if used for tool/work purposes. If a pocketknife of such size is found to be carried for any other purpose, such possession is considered grounds for termination.

Conduct that threatens, coerces, or intimidates another employee, client, vendor, or member of the public will not be tolerated.

All threats of, or actual violence, both direct and indirect, should be reported to your immediate manager immediately. This includes threats by employees, as well as threats by clients, vendors, or member of the public.

All suspicious individuals and/or activities should also be reported to your manager immediately. Do not place yourself in peril by trying to see what is happening and/or intercede.

WeSuite will promptly and thoroughly investigate all reports of threats of, or actual violence and of suspicious individuals or activities. The identity of the individual reporting such actions will be kept as confidential as practical. In order to maintain safety and the integrity of the investigation, WeSuite may suspend those involved or suspected to be involved, with or without pay, pending the completion of the investigation.

Anyone determined to be responsible for threats of, or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination.

#### **604 SMOKE-FREE ENVIRONMENT**

In keeping with the Aspire USA LLC (dba.WeSuite) intent to provide a safe and healthy work environment, smoking is prohibited in Aspire USA LLC (dba.WeSuite) corporate office and jobsites. In situations where the preferences of smokers and non-smokers are in direct conflict, WeSuite will follow Federal guidelines which state that the preference will be given to non-smokers. All non-smoking rules on job sites or clients' premises must be adhered to.

This policy applies equally to all employees, clients, and visitors.

#### **605 DRUG AND ALCOHOL ABUSE**

You may not use or be under the influence of any drug or alcohol while in the workplace, while on duty, or while operating a vehicle or equipment owned or leased by WeSuite. You may use your physician-prescribed medications provided that the use of such drugs does not adversely affect job performance or the safety of yourself or other individuals in the workplace. WeSuite reserves the right to perform drug testing post-accident or at its discretion, at any time.

The unlawful manufacture, possession, distribution, transfer, purchase, sales, use or being under the influence of alcoholic beverages or illegal drugs while on Aspire USA LLC (dba.WeSuite) property, a client's property, a job site, while attending business-related activities, while on duty, or while operating a vehicle or machine leased or owned by WeSuite is strictly prohibited and may lead to disciplinary

action up to and including termination. A positive drug test indicating unlawful use of controlled substances, or lawful use that impairs safety or job performance, may result in discharge in the Company's discretion.

## **700 OTHER**

### **701 EMERGENCY CLOSINGS**

Emergency conditions such as severe weather, hazardous travel conditions, fire, flood, or earthquake can disrupt operations and interfere with work schedules as well as endanger your well-being. These extreme circumstances may require the closing of the work facility.

The WeSuite Management team will determine when operations will be closing due to such conditions. When operations are required to close, either at office facilities or at off-premise job sites, the time off from scheduled work will be unpaid. You may request unused vacation days for this time off work.

If operations are not closed yet you as the employee determine that you are unable to work due to the travel conditions and/or lack of childcare due to school closings, you may request an unused vacation day or take an unpaid personal day which will count as an unexcused absence.

### **702 MEDIA STATEMENTS**

Any contact or inquiry made to you and/or WeSuite by the media shall be referred to the President without comment. In the absence of the President, the inquiry should be noted and provided in writing to the President. You shall not respond to media inquiries or offer information regarding corporate matters to any member of the media.

### **703 SOCIAL MEDIA**

WeSuite acknowledges your right to interact through social media avenues such as Facebook, Twitter, LinkedIn, blogs, etc. and encourages you to do so for business purposes. Personal interaction on any of these sites should be done on your own personal time and not during working hours; however, we reserve the right to review information posted and shared on these public sites at any time.

You may not share information that is confidential and proprietary about WeSuite including but not limited to logos and trademarks, current and/or upcoming product releases, sales, Accountings, employees, partners, customers, competitors, company strategy, and any other information that has not been publicly released by the company.

You are liable for anything you write or present online. WeSuite reserves the right to discipline you for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Legal action may also be taken against you by company employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous, or creating a hostile work environment.

## **704 SOLICITATION / DISTRIBUTION POLICY**

In the interest of efficiency and safety, you are prohibited from engaging in solicitation of any kind, including personal business services, during the work time of the soliciting or solicited individuals (i.e., time except for mealtime, break periods, and other specified periods where the individuals are properly not performing work tasks.) You are also prohibited from engaging in the distribution of materials or solicitation of services of any kind at any time in work areas or through the usage of the company infrastructure (i.e., WeSuite email system, phone system, etc.) Additionally, solicitation of any kind, even during non-work performing time, is strictly prohibited if it in any way breeches the confidentiality of any employee, company, and/or client information.

Non-employees may not engage in solicitation on or distribution of Aspire USA LLC (dba.WeSuite) property.

## **705 GIFTS AND GRATUITIES**

To avoid a conflict of interest or the appearance of a conflict of interest, at no time should an employee solicit or accept gifts from, nor provide any gifts to current or potential vendors, contractors or their agents, local businesses, or others with whom there is a potential or ongoing business or professional relationship.

Employees may accept and/or provide ordinary business courtesies, such as payment for modest meals, events, or gifts which are promotional items without significant value, and which are distributed routinely. If the value of the gift is undetermined, it should be returned. Purchase of alcohol during a client event or meal is acceptable; however, it is expected that discretion is used, and such consumption be kept to a minimum. Gifts and/or gratuities including alcohol and/or inappropriate materials are strictly prohibited when on a jobsite.

## EMPLOYEE ACKNOWLEDGEMENT FORM

The WeSuite Team Member Employee Handbook describes important information about Aspire USA LLC (dba.WeSuite) and I understand that I should consult the management team or Human Resources regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I have entered into my employment relationship with Aspire USA LLC (dba.WeSuite) voluntarily and acknowledge that there is no specified length of employment. Accordingly, I understand and agree that either I or WeSuite can terminate the relationship at will, with or without cause, at any time. I understand that no officer or manager of the company has any authority to make any commitments contrary to the foregoing, and that no provision in this handbook modifies or restricts the Company's right to terminate employment at will.

I understand and agree that any communication via WeSuite owned property such as email, voicemail, internet usage, and any information stored on company property may be monitored by the Company at any time without notice or my consent.

I understand and agree to keep confidential and not use or disclose, except as required to do my job, all non-public information about WeSuite, its' clients, employees, and business. I understand and agree that this obligation continues permanently after any termination of my employment with WeSuite.

I have received a handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

---

*Ramiro A. Chipi*

Employee's Signature  
Employee Acknowledgement

---

10/15/2024

---

Date

Ramiro Chipi

---

Employee's Name (Printed)

