WEBWIZARDSUSA  
EMPLOYEE HANDBOOK

Welcome to Webwizardsusa (“wwu” or the “Company”). wwu appreciates your willingness to come work for the Company, and wwu looks forward to a mutually satisfactory employment relationship with you. This Employee Handbook (the “Handbook”) details many of the Company’s more significant employment policies and practices as they relate to you and your fellow employees, while at the same time providing you with an overview of the benefits to which you may be entitled as an employee of wwu.

PLEASE REMEMBER THAT THIS HANDBOOK DOES NOT, AND NEVER WILL, CONSTITUTE AN EMPLOYMENT AGREEMENT WITH WWU, AND YOU SHOULD NEVER VIEW IT AS SUCH.

**In fact, it is important for you to remember that at all times during your employment with wwu, you shall be an at-will employee, and nothing contained in this Handbook is intended to alter the at-will relationship between you and the Company. Being an at-will employee means that wwu may terminate your employment at any time with or without notice or cause. By signing the acknowledgment page of this Handbook, you are acknowledging that you were provided a copy of the Handbook and were encouraged to both read it and ask questions about any part that you did not understand.**

# JOB DESCRIPTION, WORK HOURS, AND CLASSIFICATION

## Job Description & Work Hours

Your initial job duties are set forth in the Job Description addendum attached to this Handbook as ***Exhibit “A.”*** If you have any questions about your work hours, duties, or responsibilities, please talk with 12.

wwu may, in its sole discretion, alter or modify your job duties or work hours for any reason it sees fit. In the event that the Company elects to alter or modify your job duties or work hours, however, it shall provide you with reasonable prior notice.

## Classification

Classification is a fancy word to describe what type of employee you are. For example, you might be a *full-time* employee, or you might be a *part-time* employee. Likewise, you might be an *exempt* employee, while a coworker might be a *non-exempt* employee.

In discussing the differences between exempt v. non-exempt employees, the word “exempt” is, for the most part, meant to describe an employee’s being exempt from the protections of federal and state overtime laws. Exempt employees, who are almost always paid a salary (as opposed to hourly), must earn a certain amount of money *and* fall into 1 or more of several categories of workers (e.g., executives, professionals, etc.). Most employees are categorized as non-exempt.

**wwu has designated you as a *non-exempt* employee.** If you have any questions regarding why you have been designated as non-exempt, you may discuss the matter with 12.

You are considered a full-time employee if you work at least 30 hours per week. Otherwise, you will be deemed a part-time employee.

# WORKWEEK / Paychecks

wwu’s workweek runs from Friday through Wednesday. wwu shall pay you 12 on a strictly commission basis. The details regarding how your commissions will be calculated or when your commissions become wages (i.e., when they are actually earned) will be addressed in a separate written document.

wwu has implemented an alternative workweek schedule (“AWS”) for some or all of its non-exempt employees. wwu will provide you with documentation explaining the details of the AWS at the same time you receive this Handbook. If, however, you want to request an accommodation regarding the AWS (e.g., religious or otherwise), you should speak with 12.

Subject to limited exceptions, you are entitled to at least 1 day off during every workweek. For specific information regarding your typical work hours and compensation, please refer to the Notice to Employee addendum attached to this Handbook as ***Exhibit “C.”***

Deductions will be made from your paycheck for federal and state withholding and employment taxes, as well as for contributions you have requested to retirement and other employee benefit plans maintained by wwu, if any. Garnishments or other deductions required by law, as well as voluntary deductions you have requested, will also be deducted from your paycheck.

All such deductions, including amounts, will be described on a statement accompanying your paychecks. You should review the statements carefully each time you receive a paycheck, and if you have questions about the nature or amount of any deductions made, you should pose those questions to 12.

In the event that you ever receive special compensation (e.g., bonuses) in the form of cash, taxes will be deducted automatically, just as in the case of your regular compensation, and you will be provided with a statement of the specific taxes deducted.

While employed by wwu, you are required to utilize a timecard, or an electronic equivalent of a physical timecard. wwu relies on its employees, including you, to accurately record all hours actually worked. It is your responsibility to ensure that your work time, as well as your required mealtimes, are accurately recorded on your timecards. Falsifying a timecard or clocking in for time in which you did not actually work is dishonest and strictly prohibited. Clocking in for another employee is also dishonest and strictly prohibited. You must sign (physically or digitally, whichever the case may be) all of your timecards. Each time you sign your timecards, you will be certifying that the time stated on the timecard accurately reflects the time you worked and that you took all your required breaks and meal(s).

wwu may, in its sole discretion, alter or modify your compensation, or the schedule upon which it pays your compensation, for any reason it sees fit. In the event that wwu elects to alter or modify your compensation or compensation schedule, however, the Company shall provide you with reasonable prior notice.

# Employee Benefit Plans

On your 91st day of employment with wwu, you will be entitled to participate in any defined employee benefit plans (e.g., health insurance, retirement, profit sharing, etc.) that the Company elects to provide to similarly situated employees, subject of course to specific conditions and limitations inherent in each of those plans. When such participation occurs, 12 can describe the different benefits to which you are entitled, as well as the steps you need to take to avail yourself of those benefits.

wwu may, in its sole discretion, alter or modify its benefits package. In the event that wwu elects to alter or modify its benefits policies, however, it shall provide you with reasonable prior notice.

# Expense Reimbursement

## General

wwu shall reimburse you for any necessary business-related expenses incurred in the performance of your job duties. However, certain types of expenses are never reimbursable absent specific written authorization from 12. Such non-reimbursable expenses include: (i) airport lounges; (ii) drycleaning; and/or (iii) clothing. If you’re unsure whether a particular expense is reimbursable or not, please ask 12 before incurring the expense.

You are, of course, expected to exercise discretion and good business judgment in incurring expenses for which you’re seeking reimbursement. Part of exercising such good judgment is making sure that you’re as careful about reimbursable expenses as you would be if you were spending your own money.

wwu reserves the right to modify its expense reimbursement policies or forms in its sole discretion and without notice to you. Any such modifications, however, will not affect reimbursement of expenses incurred by you prior to the policy change.

## Vehicle-Related Expenses

There may be times when you will use your personal vehicle for business-related purposes. In such cases, you will be reimbursed for all business-related miles driven at the then current Internal Revenue Service standard mileage rate. The per mile rate of reimbursement shall fully compensate you for all costs associated with your vehicle’s business-related use. For that reason, you should not expect to be reimbursed for any other vehicle-related expenses, including things like gasoline, maintenance, parking/traffic fines, towing charges, or car washes.

There may also be times when you will use a Company owned/leased vehicle while performing your job duties. In the event that you are ever required to purchase fuel for such vehicles, you will either be provided with a Company-owned gasoline charge card, or you will be reimbursed for all fuel-related expenses. The same is true with respect to maintenance, upkeep, and repairs to such Company vehicles.

Other vehicle-related procedures and requirements are referenced in the Company’s Vehicle Use Agreement, a copy of which shall be provided to you concurrently with this Handbook.

## Business Meals & Entertainment

While wwu will reimburse you for reasonable expenses incurred while entertaining the Company’s clients/customers (e.g., business-related meals, entertainment, etc.), you must obtain pre-approval from 12 prior to incurring any such expenses.

# TIME OFF & NON-EXTENDED LEAVE

## Holidays

Currently, wwu does not offer its non-exempt employees any paid holidays off. This means that you are expected to work if your regular work day happens to fall on a state or federal holiday (e.g., Independence Day, Thanksgiving, Christmas, etc.). When you work on such holidays, you will receive your normal compensation.

wwu may, in its sole discretion, modify, expand, or limit its holiday policies without prior notice to you.

## Paid Vacation Time

As a non-exempt employee of wwu, you are entitled to 1 hours of paid vacation time (“PVT”) every calendar year. You will begin accruing, and may start using, your PVT on your 31st day of employment with the Company.

Your PVT will accrue at a rate equal to the annual number of hours of PVT to which you’re entitled, divided by the number of pay periods in a year. [*For example, if you’re entitled to 80 hours per year of PVT, and if you’re paid twice per month, then your accrual rate will be 3.333 hours per pay period.*]

wwu reserves the right to pay out part or all of your accrued and unused PVT at the end of every calendar year, or for that matter, at any time it wishes to do so. You should keep in mind, therefore, that simply because you have *accrued* a certain amount of PVT, does not necessarily mean that you will be able to *take* all that time off. If wwu pays out all or part of your accrued and unused PVT, you will have that much less to use.

There may be times when wwu decides *not* to pay out your accrued and unused PVT. At such times, while you will be permitted to carry over your accrued and unused PVT from 1 year to the next, you are not permitted to accrue more than 1.5x your maximum allotted annual PVT. Consequently, once your PVT balance reaches that limit, you may only accrue additional PVT by using your PVT to bring your balance back down below the maximum accrual limit.

While taking PVT, you will be paid the compensation you would otherwise receive for regularly scheduled work during the PVT period.

You must schedule your PVT with 12 to ensure adequate coverage for the work to be done. While wwu will attempt to honor your vacation scheduling preferences to the extent it is feasible to do so, because such a determination may take several factors into account (e.g., seniority, coverage, fiscal goals, etc.), such scheduling shall be in the Company’s sole discretion.

Subject to applicable law, wwu may, in its sole discretion, alter, modify, or eliminate its PVT policies upon providing you with notice. However, no such alteration, modification, or elimination will affect any unused PVT that you accrued prior to your being notified about the policy change.

## Sick Leave

You will be entitled to use and be paid for, at your regular rate of pay, up to 1 hours of sick leave per year. Once you’ve reached that limit, you will no longer be entitled to receive pay for any sick time taken.

You will not need to accrue your sick leave over time. Rather, on your 1st day of employment with wwu, and on the 1st day of every subsequent calendar year that you’re employed with wwu, you will receive and be entitled to use all of that year’s allotted sick leave. Each of your paystubs will reflect how much sick leave you’ve used for the year, if any, and how much you have left to use, if any.

You may utilize your paid sick leave to care for yourself when you are sick, or to care for a family member. You may also utilize your paid sick leave to care for yourself if you have been a victim of domestic violence, stalking, or sexual assault. [*For purposes of this Handbook, “family member” includes your: (i) children, regardless of age, and regardless of whether or not they’re “step,” “foster,” or adopted children; (ii) parents, regardless of whether or not they’re your biological, “step,” “foster,” or adoptive parents, and also including the parents of your registered domestic partner; (iii) spouse; (iv) registered domestic partner; (v) sibling; (vi) grandparent; or (vii) grandchild.*]

If you need to miss work due to an illness, domestic violence, stalking, or sexual assault, you must provide 12 with notice in advance of the 1st day of your absence, immediately prior to your departure from work, or as soon after your departure as is reasonable under the circumstances. When providing 12 with such notice, you must report the type of sickness or nature of the absence with which you or a family member are dealing (e.g., taken to address domestic violence, etc.), and the date you expect to return to work. wwu reserves the right to request a doctor’s note at any time during or at the conclusion of your sick leave.

If you use all of your paid sick leave during a given year, additional illness-related absences will be counted against your accrued and unused PVT.

Keep in mind that wwu depends upon all of its employees, including you, to be present during scheduled work hours. Such dedication on your part is necessary to the Company’s smooth operation and success. For that reason, you may only use your paid sick leave for those times when you or a family member is sick or has suffered with domestic violence, and not, for example, because you want to enjoy a long weekend.

In no event will you ever be entitled to be paid for any accrued and unused sick leave.

wwu may, in its sole discretion, pursuant to applicable law, alter or modify its paid sick leave policy without prior notice to you. No such alteration or modification, however, will affect any unused sick leave that you accrued prior to your being notified about the policy change.

## Jury Duty

You must provide 12 with reasonable advance notice if you’ve been called for jury service. wwu reserves the right to request a deferral on your behalf if you cannot be spared during the time you have been called to serve. You will be permitted to take unpaid time off to serve your jury duty, but if you are not required to be in court, you must report to work. You may also choose to use any accrued and unused PVT or sick leave to receive pay when you are serving your jury duty.

## Domestic Violence, Crime, and Witness Leave

If you provide reasonable advance notice to 12, you may take unpaid time off to: (i) appear in court if you have been served with a summons, subpoena, or court order; (ii) appear in court to obtain relief (e.g., obtain a restraining order) if you or your child(ren) were the victims of domestic violence, sexual assault, or stalking; and (iii) attend any court proceedings regarding a crime in which you, your child(ren), an immediate family member, your registered domestic partner, or a child of your registered domestic partner were a victim.

In addition, if you or a family member of yours are victims of domestic violence, sexual assault, or stalking, you may also take leave to seek medical attention for related injuries, seek help from a domestic violence shelter or program (e.g., a rape crisis center), seek psychological counseling, receive safety planning training, or take any other reasonable actions to increase your (or your family member’s) safety.

You may, however, choose to use any accrued and unused PVT or sick leave to receive pay when you are taking such time off.

wwu will work with you in good faith to provide you with reasonable accommodations if you have been a victim of domestic violence, sexual assault, or stalking. Such accommodations might include things like a transfer, reassignment, a modification to your work schedule, installing locks, changing your work telephone number, moving you to a different workstation, or modifying/implementing specific safety procedures for the Company.

Subject to applicable federal and state law, such leave will *not* run concurrently with any other leave laws to which you might be entitled.

This policy will not apply to you if you have been charged with a crime and must attend a related judicial proceeding. Rather, such unpaid time off shall be treated as an unexcused absence.

## Miscellaneous Leaves of Absence

wwu shall abide by all applicable federal and state laws regarding leaves of absence, including without limitation, those related to the following:

### Voting

If your normal work hours prevent you from taking sufficient time off to vote, you may take up to 2 hours of work time to vote. While you will continue to receive your regular pay during such time away from work, such leave is only available to you if you do not have sufficient time to vote during your scheduled hours on an election day.

If you must take time to vote during working hours, you must inform 12 at least 2 business days before the election. Such time off to vote must be taken either at the beginning or end of your work shift, whichever allows the most free time for you to vote and the least time off from work.

### School-Related Activities

You may take unpaid leave to appear at your child’s school if your child, step-child, foster child, or grandchild has been suspended or otherwise disciplined, or if the school has requested your presence. You must, however, provide reasonable advance notice, if possible, to 12 prior to availing yourself of such time off. You may use any accrued and unused PVT or sick leave to receive pay during such time off.

### Volunteer Firefighter and Reserve Police

If you are a volunteer firefighter, reserve peace officer, or emergency first responder, and your services are officially required to *perform* actual emergency services, wwu will grant you unpaid leave to perform those emergency services. You must, however, return to work immediately upon completing your official emergency duties. You may use any accrued and unused PVT or sick leave to receive pay during such time off.

### Paid Kin Care

California law allows employees like you who accrue sick leave to take, as *unpaid* leave, up to half the time they are eligible to accrue annually, to care for spouses, registered domestic partners, parents, or children. Please direct all requests to provide such care to 12.

# PROLONGED / EXTENDED LEAVE

## FMLA, CFRA, and NPLA

At this time, you are not entitled to leave under California’s Family and Medical Leave Act, California’s Family Rights Act, or the New Parent Leave Act. If you have any questions regarding your eligibility for such leave in the future, you should ask 12.

## Pregnancy-Disability Leave

At this time, you are not entitled to pregnancy-disability leave. Nevertheless, wwu recognizes that you could suffer from a pregnancy-related disability. If you would like to discuss taking time off as a result of your pregnancy or related medical condition, talk with 12. wwu will consider such requests on a case-by-case basis.

## Worker’s Compensation

wwu provides worker’s compensation insurance coverage to employees who suffer on-the-job injuries. The insurance covers things like the cost of medical care and hospitalization, as well as lost wages.

If you suffer an on-the-job injury or illness caused by your job duties, no matter how minor you think the injury/illness might be, you must immediately report the details to 12. Please note that a failure on your part to do so may impact your ability to obtain or claim any applicable benefits.

Finally, please note that wwu will not be liable for the payment of worker’s compensation benefits for any injury that results from your participation in any off-the-job, recreational, social, or athletic activity.

# RESERVED

# OVERTIME

At times you might be required to work overtime, or as was referenced above, on 1 or more holidays. At such times, you must cooperate if asked to do so.

As a non-exempt employee, you will be paid for all overtime hours actually worked. Prior to working any overtime, however, you must receive explicit approval from 12. Without such explicit approval, you are not authorized to work overtime. In no event, therefore, shall you ever work “off the clock.” All of your hours must be accounted for, and you must be paid for all hours you work.

If you work on any holidays, you will be paid your regular wages unless such work constitutes overtime.

For purposes of determining overtime, only hours actually worked in any workday or workweek shall be counted.

You may be asked to verify the accuracy of all the hours you worked during a given pay period. Such verification may require you to represent, under oath, that you: (i) worked all the hours for which you’re seeking compensation; (ii) did not perform work “off the clock”; (iii) did not work any unreported overtime; and (iv) did not perform any work during non-work hours.

# BREAKS

## Rest & Meal Breaks / Cooling Off

You will receive rest and meal breaks required by applicable law.

If you work more than 3.5 hours in a given day (up to 6 hours), you are obligated to take a paid 10-minute break.

If you work more than 6 hours in a given day (up to 10 hours), you are obligated to take 2 paid 10-minute breaks in the middle of each 4-hour block of time that you work, and 1 unpaid 30-minute meal break before the end of your 5th hour of work.

If you work more than 10 hours in a given day (up to 14 hours), then you are obligated to take 3 paid 10-minute breaks in the middle of each 4-hour block of time that you work. You are also entitled to take a second 30-minute meal break. [*You may, however, choose to waive your 1st meal break as long as you do so in writing.*]

You are free to take your meal break(s) at any location you desire.

If your job duties necessitate your working outside and you become overheated, and if you believe that you must take a reasonable amount of time to get some shade to cool down, you are obligated to take a preventative cool-down rest break to cool down and prevent heat-related illness. Since the need to take such breaks varies from individual to individual, and cannot therefore be scheduled, it is your responsibility to take such breaks when you need them.

You may also be asked to verify, under oath, that you took all your required rest and meal breaks during a given pay period. Consequently, unless you provide 12 with written notification to the contrary prior to your next applicable payday, wwu will presume that you have in fact received all the breaks and recovery periods to which you were entitled during that pay period.

## Lactation Breaks

Except for those times where your taking a lactation break might seriously disrupt wwu’s operations, if you are a nursing mother, you may take a reasonable amount of break time to express breast milk for your child(ren). Unless you use your regular paid rest breaks as your lactation breaks, you will *not* be paid during your lactation breaks.

Since you are required to accurately keep track of the hours you work, you must be sure to accurately record the start and end times of your lactation breaks. As long as you notify 12 in advance, you may begin work before your regularly scheduled shift, or continue working past the end of your regularly scheduled shift, if you wish to make up any time used for lactation breaks.

Please speak with 12 for information about the designated location for you to take your lactation breaks, as well as any other questions you may have regarding the lactation-related accommodations to which you may be entitled.

# PERSONNEL RECORDS

You are responsible for ensuring that you keep wwu informed regarding your personal information. If there is a change in your address, telephone number, marital status, emergency contact information, or the number and names of your dependents, you must notify 12 in writing.

You are also responsible for making sure that wwu has accurate tax information for you, and therefore you must make sure that your Form W-4 on file with wwu is always up to date and accurate. If your tax information changes, you must request and complete a new W-4 and provide it to 12.

Personnel material is shared within the Company on a need-to-know basis. For example, wwu provides employee information to its accountants and attorneys, as well as to other individuals in a supervisory position who have a need to know such information. wwu may also provide your information to outside agencies, but only with your written consent, or as required by law.

All personnel records maintained by wwu belong to the Company. If, however, you submit the Company’s Records Request Form at least 30 days in advance (a copy of that form shall be made available to you upon your request), and if you pay the Company its actual costs of reproduction, subject to limitations permitted by applicable law, you will receive all documents relating to your performance, as well as those relating to any grievances concerning you.

While you are free, of course, to review certain records in your personnel file, you must do so on your own time.

wwu may, in its sole discretion, destroy your personnel records 3 years after your employment with the Company terminates.

wwu does not provide letters of recommendation, but will confirm dates of employment.

# CONFIDENTIALITY & NON-DISCLOSURE

## Company’s Information

Based upon your experience and relationship of trust with wwu, and during the course of your employment with wwu, you may be given access to and learn much or all of the Company’s trade secrets, as well as its proprietary and confidential information (collectively, “Confidential Information”). At all times during your employment with wwu, and for 3 years after your employment terminates, you must hold in strict confidence, and not disclose to others, either directly or indirectly, any of the Company’s Confidential Information, which shall include without limitation, any information related to any of the Company’s: (i) clients/customers; (ii) technical data; and/or (iii) know-how. Confidential Information shall also include any other business information generally considered confidential in nature by similarly situated businesses. The proprietary value of the Company’s Confidential Information constitutes a special and unique asset to the Company. Consequently, Confidential Information may not be shared with a fellow employee who does not have a business need to know such Confidential Information and may *never* be shared with anyone who is not an employee of wwu without the express written consent of 12.

With respect to the Company’s customers/clients, the information regarding the Company’s customers/clients that wwu considers confidential includes, without limitation, the clients’ or customers’: (i) names; (ii) phone numbers; (iii) addresses; (iv) email addresses; (v) order history; (vi) order preferences; (vii) chain of command; (viii) pricing information; and (ix) other information identifying facts and circumstances specific to the client/customer and that are relevant to the products or services wwu offers to them.

Likewise, during the course and scope of your employment with wwu, you may be privy to the confidential information of certain of the Company’s customers/clients (“Customer Confidential Information”). In fact, wwu has signed “non-disclosure” agreements with some of its clients/customers regarding such Customer Confidential Information. You are only permitted to access and utilize the Customer Confidential Information solely in the performance of your job duties at wwu. Any other access or use of such Customer Confidential Information is strictly prohibited.

Unless you receive written permission from 12, you are not permitted to keep or maintain any of the Company’s Confidential Information or Customer Confidential Information on any device, or in any storage medium (including email addresses), that does not belong to wwu.

## Your Information

wwu has strict policies in place to protect your personal information (e.g., address, phone numbers, social security number, selected medical information, compensation, banking information, driver’s license number, etc.) from accidental or wrongful disclosure. If you have any questions or concerns about how wwu is storing your personal information, please speak with 12.

# INTELLECTUAL PROPERTY / WORK FOR HIRE

All common law and statutory trademarks, service marks, logos, trade dress, and trade names, as well as all copyrightable material, including writings, software, drawings, masters, raw files, photographs, and video footage, designs, and all ideas, patents, inventions, improvements, developments and discoveries made, conceived, or reduced to practice by wwu or you, whether individually or in collaboration with others (collectively, the “Intellectual Property”), during the course of performance of your employment with wwu, whether relating to work performed at the Company’s offices or elsewhere when performing services on behalf of wwu, or when utilizing any of the Company’s resources, shall be deemed (and are) the sole property of the Company. The foregoing statement shall apply to any such Intellectual Property related in any way, at the time of conception or reduction to practice of the invention, to the Company’s business, or the Company’s actual or demonstrably anticipated research or development.

This policy does not apply to any Intellectual Property created by you for which *none* of the Company’s equipment, supplies, facilities, Confidential Information, or trade secrets were used, *and*: (i) was developed entirely on your own time and utilizing your own resources, equipment, or tools; and (ii) does not result from any work performed by you for wwu. This policy is intended to comply with Labor Code section 2870 while offering the Company the maximum protection afforded by the law.

# NON-INTERFERENCE / NON-CIRCUMVENTION

During your employment with wwu, and other than in the performance of your job with the Company, you may not directly or indirectly perform any services, paid or otherwise, for any of the Company’s clients/customers, nor for any of the Company’s competitors.

# RESERVED

# HEALTH & SAFETY

## General

wwu takes its obligation to create a safe and hospitable work environment for you very seriously. You also have an important role to play in keeping yourself and your fellow employees safe. The most effective ways you can do that are to: (i) follow all the safety procedures communicated to you (and not just those that may be posted near your work space or included in this Handbook, but also those provided to you by your supervisor(s), if any); (ii) use your common sense at all times; and (iii) inform 12 if you notice a dangerous condition, or you know that other employees are needlessly putting themselves or others at risk.

If you reasonably believe that you require any safety equipment or training to safely perform your job functions that have not already been made available to you, please inform 12.

12 will notify you if further safety-related precautions need to be taken, including maintaining your hair in a certain manner or wearing/avoiding specific types of clothing (e.g., requiring long pants, prohibiting open-toed shoes, avoiding clothing or jewelry that could interfere with equipment or become tangled in moving parts, etc.).

## Vehicles

In the event that you ever need to drive a vehicle to perform any of your job functions, regardless of whether the vehicle in question is owned, leased, or borrowed by you or wwu, you must abide by the Company’s Vehicle Use Agreement, a copy of which you’ll be provided concurrently with this Handbook. You must always make sure that you: (i) are in possession of a valid California driver’s license; (ii) obey all applicable traffic and safety laws; and (iii) properly secure any equipment/tools you might be transporting.

Within 2 days of your citation, arrest, plea, or conviction for reckless driving, driving under the influence, driving while intoxicated, or a wet reckless infraction, you must inform 12. Likewise, you should provide the same 2 days’ notice after receiving a 3rd point on your driving record within any given 18-month period.

## Reporting

Despite wwu’s best efforts, accidents and injuries are always a possibility. Please, therefore, be careful and take whatever reasonable precautions you need to take under the circumstances to keep yourself and other employees safe. If you are ever injured while performing any of your job duties, or if you witness the injury of a fellow employee, you must immediately seek medical treatment for yourself (or urge your fellow employee to do so), and once the emergency has been addressed, you must then notify 12 of the details surrounding the injury.

# COMPUTER, ELECTRONIC, and COMMUNICATIONS SYSTEMS

## General

While employed by wwu, you may be given access to 1 or more items making up the Company’s electronic systems. These items could include, without limitation, the Company’s computers, iPads, tablet devices, networks, Wi-Fi, computer components, software, e-mail, online services, copiers, fax machines, telephones (including mobile/smart phones), voice mail, and messenger services (collectively, “Electronic Equipment”). Not only shall such systems/equipment remain the Company’s sole property, but so shall any data or messages sent or received through the Company’s Electronic Equipment.

wwu requires you at all times to conduct yourself ethically when utilizing its Electronic Equipment, especially the Internet, which will be discussed more specifically below. For example, you must always disclose your name and your affiliation with wwu whenever you are communicating online on behalf of the Company, and you should only communicate online on behalf of wwu when you have been authorized to do so in the performance of your job duties. Company policy prohibits you from ever engaging in any conduct designed to mislead anyone else while you are online.

In fact, you may never use any of the Company’s Electronic Equipment to: (i) send, receive, display, print, or otherwise disseminate the Company’s Confidential Information to anyone not authorized to receive such information; (ii) transmit, store, or distribute commercial or personal advertisements, solicitations, promotions, destructive programs (e.g., viruses or self-replicating codes), or political material; (iii) send, receive, display, print, or otherwise distribute material that is fraudulent, harassing, sexually explicit, obscene, intimidating, or defamatory; (iv) violate any applicable federal or state laws, ordinances, or regulations; (v) violate any license governing the use of software; (vi) bypass, disable, or remove any security mechanisms applied by the Company’s network administrators or IT professionals; (vii) pretend to be someone other than who you are (e.g., by using another person’s email or somehow masking your true identity); (viii) give the appearance that you represent wwu if you’re not authorized to do so; (ix) make it appear that wwu endorses an outside organization or individual when it does not; (x) conduct any business not directly related to your job duties; (xi) allow a third party, whether another employee or an outsider, to use your accounts, network ID, or passwords; (xii) knowingly disable or overload any computer system or network, or circumvent any system intended to protect the privacy or security of another individual or entity; or (xiii) use your accounts on behalf of an outside organization not recognized or affiliated with wwu.

As part of the Company’s efforts to keep its data and networks secure, with the exception of the Company’s Wi-Fi, if available, wwu prohibits the use by any employee of any of the Company’s Electronic Equipment for personal use (i.e., any use not directly related to the performance of your job duties). You must utilize your own electronic devices, on your own time (e.g., during breaks, meal time(s)), to handle your personal matters.

If you utilize the Company’s Wi-Fi, however, you must do so in full compliance with all federal and state laws, regulations, rules, and ordinances.

**You should never consider your use of the Company’s Electronic Equipment to be private or confidential. That means that you should never have any expectation of privacy in anything you create, store, send, or receive on the Company’s Electronic Equipment (including the Company’s Wi-Fi), regardless of whether you deem the information to be personal or not. This includes your use of electronic devices that belong to you, such as your mobile phones or tablets.**

In fact, to the maximum extent permitted by law, and without any further notice to you, wwu reserves the right to intercept, review, access, or search any of its Electronic Equipment at any time. wwu further reserves the right, in its sole discretion, and for any reason without further notice to you, to intercept, review, erase, or monitor any data, content, or messages created, received, sent, or processed by, through, or within the Company’s Electronic Equipment (including its Wi-Fi). As part of this reservation of rights, wwu also reserves the right, in its sole discretion, and subject to applicable law, to disclose selected contents of such data or messages without notice or restriction to you.

wwu may, from time to time, employ third parties to assist it with its monitoring and surveillance, including intrusion detection or white-hat penetration.

All policies applied generally at wwu should, when context permits, expressly apply to the digital world. This means that you must be careful to consider other policies referenced in this Handbook in conjunction with your participation in the digital world, such as email. For example, if you were to use your email while at work to send what might otherwise be a legitimate work-related email, but then include an offensive joke, such an email might run afoul of the Company’s anti-harassment policies, which are located elsewhere in this Handbook. Or, if you were to send an email to an outsider that included Confidential Information of the Company, or other trade secrets that the third party had no legitimate reason to see, that email would violate the Company’s confidentiality requirements.

## Computers/iPads/Tablets

Because you are required to always use the Company’s computer/iPad resources in a professional, ethical, and lawful manner, and in a manner aimed at protecting wwu, you may never: (i) send, receive, display, print, or otherwise disseminate the Company’s Confidential Information to anyone not authorized to receive such information; (ii) transmit, store, or distribute commercial or personal advertisements, solicitations, promotions, destructive programs (e.g., viruses or malware), or political material; (iii) send, receive, display, print, or otherwise distribute material that is fraudulent, harassing, sexually explicit, obscene, intimidating, or defamatory; (iv) violate any applicable federal or state laws, ordinances, or regulations; (v) violate any license governing the use of software; (vi) bypass, disable, or remove any security mechanisms applied by the Company’s network administrators or IT professionals; (vii) pretend to be someone other than who you are (e.g., by using another person’s email or somehow masking your true identity); (viii) give the appearance that you represent wwu if you’re not authorized to do so; (ix) make it appear that wwu endorses an outside organization or individual when it does not; (x) conduct any business not directly related to your job duties; (xi) allow a third party, whether another employee or an outsider, to use your accounts, network ID, or passwords; or (xii) use your accounts on behalf of an outside organization not recognized or affiliated with wwu.

In addition to discipline by the Company, violations of this policy may result in civil or criminal liability to you.

## Electronic Mail/Communications

Because email has become the primary means of written communication in business, it is important for you to be informed regarding how the concepts of confidentiality, security, and privacy apply to email systems/accounts.

You are obligated to read, understand, and abide by the Electronic Mail Addendum attached to this Handbook as ***Exhibit “B.”***

## Internet

While the Internet is a tremendously valuable tool for wwu, it can also cause a lot of damage, both to wwu and others, if not used properly.

wwu does not use or align itself with any organizations or websites that deploy the use of excessive tracking software, adware, malware, or spyware. Such conduct, in fact, may be illegal and will not be tolerated.

Unless directly related to your job duties at wwu, you may not use the Company’s Internet Service Provider (or access the Company’s Wi-Fi, LAN, or other means of connecting to the Internet) to access or download any sexually explicit material or visit any websites where the principal content of the material is sexually oriented.

You are prohibited from using the Company’s Electronic Equipment where you have reason to believe that the information being accessed may be defamatory, illegal, or obscene, nor should you transmit any defamatory, illegal, or obscene material while using any of the Company’s Electronic Equipment.

In addition to the foregoing, you may not use any of the Company’s Electronic Equipment to infringe on another person’s/entity’s intellectual property rights (e.g., copyrights or trademarks). If you’re ever uncertain whether or not you can download or upload something to the Company’s Electronic Equipment, you should first discuss the matter with 12.

In the Company’s sole discretion, and whether or not you have authorization, your use of the Internet, if accessed on the Company’s network(s), may be monitored or audited by those in supervisory authority at wwu. You should have no expectation that any information transmitted over any of the Company’s Electronic Equipment or facilities, or stored on computers or drives owned by wwu, is or will remain private. This applies to business-related communications, as well as personal communications. Any use, personal or otherwise, that you might make of the Company’s Electronic Equipment is based on the express understanding that wwu reserves the right to review your specific use of, and to inspect all material created by or stored on, such systems.

## Video Surveillance

wwu reserves the right to install and use video cameras to monitor certain areas of the Company’s offices, including your work areas. wwu’s use of such video cameras is primarily aimed at aiding the Company in the investigation of security and safety incidents, and not as a means of tracking your work habits or productivity.

The video feeds captured by the cameras are stored on a hard drive that continuously records over prior video footage unless, in the Company’s sole discretion, a particular video is saved for later analysis. All video taken of the Company’s offices shall belong solely to wwu, and at no time shall any portion of any video constitute a part of your personnel file.

In no event will video cameras ever be installed in locations where you have a reasonable expectation of privacy, such as the bathroom.

If you have any questions or concerns about wwu’s video surveillance policies, please speak with 12.

## Reporting

You must report all suspected and known violations of the Company’s Electronic Equipment policies to 12 on a timely basis so wwu can protect itself and others from harm. This obligation includes your reporting any suspected malicious conduct. You may make such reports confidentially if you wish to.

# ATTIRE

You are expected to be well groomed while you’re at work. Good grooming includes ensuring that you and your clothing are clean and that your hair is neatly combed or styled.

You are also expected to be dressed in a manner consistent with your job duties at wwu. You are not to wear clothing containing words or pictures with sexual innuendo, political/social messages, or that other employees might reasonably find offensive.

If you have any questions regarding how you should dress while at work, speak with 12.

# HARASSMENT

## Generally

wwu operates under the general policy that the workplace is for work. wwu seeks to provide a workplace free from tensions involving matters that do not relate to the Company’s business operations. Racial, sexual, gender, or religious discrimination and remarks/slurs, as well as animosity, unwelcome sexual advances, intimidation, threats, or requests for sexual favors do not belong in the workplace and will not be tolerated.

You are prohibited from harassing other employees of wwu. While harassment can take many forms, it generally revolves around another person’s sex, race, color, religion, national origin, age, disability, or sexual orientation. Harassment can be verbal or it can be physical. In either case, however, such harassment is strictly prohibited and will not be tolerated at wwu.

Sexual harassment is of particular importance because of how subtle it can often be. Sexual harassment, which includes unwelcome sexual advances and innuendo, requests for sexual favors, sexually motivated verbal or physical conduct or contact, and visual forms of harassment of a sexual nature, will not be tolerated.

In certain cases, such harassment is illegal, such as when submission to such conduct is either explicitly or implicitly made a term or condition of employment, is used as the basis for employment decisions, if such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance, or if such conduct creates an intimidating, hostile, or offensive work environment.

## Recourse

If you believe that you are being harassed by another employee of wwu, you must immediately notify 12, preferably in writing.

If the harassment is coming from 12, then you must immediately notify any other supervisor or manager that you trust at wwu.

Please know that wwu will do its best to keep itself free of any conduct that creates an intimidating, abusive, hostile, or offensive work environment for you. Please also know that wwu will not tolerate retaliation against you if you lodge a complaint of sexual or other harassment, or for providing information in connection with any such complaint by another employee. Finally, please know that wwu appreciates that harassment can represent an extremely personal event to someone who has been harassed, and so far as is reasonable and practicable, wwu will endeavor to keep confidential all such complaints, interviews, or witness statements.

# DISABILITY ACCOMMODATIONS POLICY

wwu complies with the Americans with Disabilities Act, as amended by the ADA Amendments Act, the Fair Employment and Housing Act, and all applicable local fair employment practices laws. Consistent with the Company’s commitment to provide equal employment opportunities to its disabled employees, wwu will provide you with a reasonable accommodation if the reasonable accommodation will permit you to perform the essential functions of your job unless providing such an accommodation would (or does) create an unreasonable hardship on wwu. In no event will wwu ever retaliate against you for making a good faith request for an accommodation.

# DRUGS & ALCOHOL

## General

To help ensure a safe, healthy, and productive work environment for you and the Company’s other employees, the use and abuse of illegal drugs (or the abuse of prescription drugs) while on the Company’s time or business is strictly prohibited. Likewise, while there may be times when you are permitted to consume alcohol while on Company time or business, such as in the context of attending an event hosted by wwu, you must do so responsibly and in compliance with the procedures contained in this Handbook.

## Drugs

Possessing, using, consuming, purchasing, distributing, manufacturing, dispensing, or selling any illegal or non-prescribed drugs, or having such substances in your system without medical authorization during your work hours, or while conducting *any* business on behalf of wwu, regardless of whether or not you are on the Company’s premises, is strictly prohibited. *Please keep in mind that for the purposes of the Company’s anti-drug policies, the use or possession of marijuana (in an amount that is legal under California law) shall not constitute a violation of this policy.*

In addition, the use of, or being under the influence of, an otherwise legal (e.g., prescribed) drug is prohibited if such use prevents you from safely and reasonably performing your normal job functions or constitutes a danger to other individuals. If you are medically required to take a substance that has a reasonable chance of preventing you from safely or properly performing your normal job functions, you must discuss the matter with 12. If wwu determines that your use of the prescribed drug does not pose any safety risk, or otherwise render you unable to properly perform your normal job duties, you will be permitted to work.

If your use of such a prescription drug is temporary and you would like to request an accommodation, please speak with 12 to determine whether any such arrangement can reasonably be made.

You must notify 12 in the event of your arrest, plea, or conviction for or under a criminal statute prohibiting the use, possession, or distribution of any drugs within 5 days after the arrest, plea, or conviction if: (i) it arises out of conduct that occurred in the workplace or while conducting business on behalf of wwu; or (ii) your arrest occurred while you were operating a motor vehicle.

## Alcohol

You may consume alcohol at events where wwu is either supplying the alcohol (e.g., wwu is hosting an open bar), or where the Company is hosting an event where alcohol is being supplied by the venue (e.g., a non-hosted bar).

In all such cases, if you choose to consume alcohol, you must: (i) responsibly monitor your alcohol intake; (ii) strictly comply with all applicable traffic and safety laws; and (iii) ensure that your conduct does not harm wwu’s reputation, or the reputations of its clients/customers or employees. If you are under the age of 21, you are prohibited from consuming alcohol regardless of the circumstances.

In the event that your duties at wwu ever require you to operate a vehicle on Company-related business (regardless of whether the vehicle belongs to you or the Company), you are required to notify the Company within 5 calendar days of your arrest, plea, or conviction for or under any statute related to driving under the influence of alcohol or driving while impaired/intoxicated. This policy includes any arrest, plea, or conviction related to a “wet reckless” infraction.

# DISCIPLINARY ACTION

Conduct that wwu deems harmful to its business or its relationship with its clients or other employees is prohibited. Such prohibited conduct may include, but is certainly not limited to, the following:

• Failing to follow instructions of, or to perform work requested by, a supervisor or manager.

• Too many absences, whether such absences are excused or not, and that are not otherwise protected by law.

• Insubordination or lack of cooperation.

• Violating the Company’s safety rules and practices.

• Creating or contributing to unhealthful or unsanitary conditions on the Company’s premises.

• Abusing, wasting, or stealing the Company’s property or property belonging to someone else.

• Removing the Company’s property or records from its premises without written authorization when your job responsibilities do not typically include such removal.

• Falsifying reports or records, including employment applications, personnel records, timecards/timesheets, or reimbursement requests.

• Violating the law while performing your job duties for the Company, regardless of where such violations occur.

• Fighting or starting a disturbance on the Company’s premises or while performing job duties, including assaulting or intimidating another employee or non-employee.

• Unauthorized possession of firearms, weapons, or illegal/dangerous substances while on the Company’s premises or while performing your job duties for wwu.

• Violating the policies and procedures set forth in this Handbook.

Engaging in any of the conduct described above may result in your immediate termination. But keep in mind that wwu may also terminate your employment even if you have *not* engaged in such conduct, or for any reason (or no reason) at all. This is what it means to be an “at-will” employee.

# AT-WILL EMPLOYMENT ONLY

In fact, being an at-will employee means that subject to applicable law, both you and wwu have the absolute and unfettered right to terminate your employment at any time, with or without cause, and with or without notice.

That means that at all times during your employment with wwu, you will be, and always shall remain, solely an at-will employee. No oral representation by anyone, including any of wwu’s owners, managers, directors, supervisors, shareholders, officers, employees, or representatives, may be treated as an employment agreement, implied or otherwise. In fact, the only instance in which your status as an at-will employee can possibly change is if you enter into a written agreement with wwu, signed by Test, that explicitly states that you are employed by wwu for a specified period of time.

**BY ACCEPTING EMPLOYMENT WITH WWU, YOU ARE ACKNOWLEDGING THAT THE COMPANY HAS NOTIFIED YOU THAT: (i) YOU WILL BE AND SHALL REMAIN AN AT-WILL EMPLOYEE ABSENT A WRITTEN AGREEMENT TO THE CONTRARY SIGNED BY TEST; (ii) YOU MAY BE TERMINATED FOR ANY REASON AT ANY TIME; AND (iii) NOBODY AT WWU HAS ENTERED INTO ANY AGREEMENT WITH YOU, ORAL OR WRITTEN, IMPLIED OR EXPLICIT, REGARDING ANY TERM OF EMPLOYMENT.**

# RETURN OF COMPANY PROPERTY

Upon termination of your employment with wwu, whether voluntary or otherwise, or at any other time upon request by wwu, you must promptly deliver to wwu all documents, records, files, computer disks, and other information regarding or containing any of the Company’s Confidential Information, Customer Confidential Information, or Intellectual Property.

You must also immediately return any property wwu issued to you, including but not limited to, the Company’s Electronic Equipment, keys, entry cards, FOBs, mobile phones, parking passes, and credit cards. Should you later discover any property or proprietary or Confidential Information belonging to wwu in your possession after your departure from the Company, you must return such material promptly without retaining copies or excerpts of any kind.

# HONORING RIGHTS OF THIRD PARTIES

Before your 1st day of work at wwu, you are obligated to inform 12 if your compliance with any of the rules and procedures contained in this Handbook will constitute a breach on your part of any enforceable agreement between you and a third party (including a former employer of yours) to keep certain information confidential.

In such cases, you are prohibited from disclosing to anyone at wwu, or inducing the Company to use, any confidential or proprietary information or material belonging to any of your previous employers or others. You are also prohibited from being a party to any other agreement that will interfere with your full compliance with the policies and procedures contained in this Handbook.

# OTHER NOTICES

By signing the acknowledgment form at the end of this Handbook, you are acknowledging that in addition to receiving a copy of this Handbook, you also concurrently received: (i) a worker’s compensation brochure; (ii) chiropractor and physician designation forms; (iii) sexual harassment pamphlets; and (iv) information on disability insurance rights and benefits. You are also acknowledging that you have verified for yourself that wwu has prominently displayed at your work premises, the postings required by law (e.g., regarding issues like minimum wage, overtime, discrimination, etc.).

# POLICIES SUBJECT TO CHANGE

wwu continually reviews its personnel policies and employee benefits and reserves the right, in its sole discretion, to modify, supplement, amend, or delete any portion of this Handbook at any time—regardless of whether or not any specific section of this Handbook contains language reserving that right.

**ACKNOWLEDGEMENT OF RECEIPT BY EMPLOYEE:**

I acknowledge that I have received a copy of the Company’s Employee Handbook and that I have been encouraged to read it carefully. I also acknowledge that I’ll be expected to abide by the rules and procedures contained in the Handbook.

I further acknowledge my understanding that this Handbook is NOT a contract, either express or implied, between myself and wwu. I acknowledge that I have been informed that wwu may alter, eliminate, or add to the policies and procedures contained in this Handbook as it sees fit.

I acknowledge that no specific policy of this Handbook, or the totality of policies contained in the Handbook, is intended to modify my status as an at-will employee. Specifically, I am aware that the employment relationship may be terminated regardless of my compliance with the procedures and standards in this Handbook, my achievement of any particular level of job performance, or the absence of just cause for termination. This means that wwu may terminate me for any (or no) reason, at any time, and without notice.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[Employee Signature]

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[Employee Printed Name]