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EMPLOYEE HANDBOOK

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# Welcome to Definiti

We’re glad you’ve chosen to work with us!

Our mission is to build a national leader in the retirement services industry, characterized by broad service offerings, excellent client service, financial strength, leading technology, and expert staff.

This Handbook describes benefits, policies, and codes of conduct for Definiti.

Please review this Handbook carefully, and understand:

* This Handbook contains general information and guidelines. Our policies serve as guidelines and are subject to change. The material in this Handbook isn’t intended to address all the possible applications of, or exceptions to, the general policies and procedures described.
* We take our policies and codes of conduct very seriously. Violations of any policies are subject to disciplinary consequences up to and including employment separation.
* Some of the subjects described are covered in much more detail in official policy documents or plan summaries available in the Definiti’s Human Resource Information System. Please refer to those documents for specific information. In particular, the terms of our written insurance policies are controlling.
* For some employees in certain states, applicable law may require variations to the policies in this Handbook, and where that is the case, Definiti will comply with applicable state law.
* Please treat this Handbook as confidential. No portion of this Handbook should be disclosed to others, beyond those whose knowledge of the information is required in the normal course of business.
* If you have any questions or concerns about this material, please contact the People and Culture Team and/or your supervisor.

Neither this Handbook nor any other company document confers any contractual right, either expressed or implied, to remain in the Company’s employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the company. You may, at your discretion, resign for any reason at any time. Only the Chief Executive Officer (‘CEO’) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.

This Handbook supersedes and replaces any handbook previously distributed, made available or applicable to employees. To the extent that Definiti includes a state-specific addendum with this Handbook, the provisions of that addendum shall prevail over any conflicting provisions contained in this Handbook.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment.

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# General Employment Information

## Equal Employment Opportunity

Definiti is committed to a policy of equal employment for all individuals. We support an inclusive community that shares a desire for knowledge and personal growth.

We believe that by employing and developing a diverse, highly skilled workforce we can leverage unique perspectives to provide better service and client outcomes. We make every effort to provide equal employment opportunities without regard to race, color, religion, gender, sexual orientation, national origin, age, mental or physical disability, veteran status, or any other classification protected by federal, state, or local law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to Equal Employment. Decisions concerning such matters as hiring, job placement, compensation, benefits, employment separation, layoff, training, advancement, promotion, etc., shall be based on qualifications and capabilities.

The People and Culture Team has responsibility for this policy and for maintaining, reporting, and monitoring procedures. Any questions or concerns should be referred to them.

## Employment at Will

It is important that you understand the terms of your employment. You and the Company have an employment at will relationship. The employment relationship is for an unspecified period. Either you or Definiti may separate employment at any time, with or without reason or notice. Although we hope our relationship is a mutually satisfying one, we can make no assurances, either express or implied, concerning the duration of your employment with us or any possible reason for separation of employment.

Nothing in this Handbook or any other document (such as benefit statements, performance evaluations or any other written or verbal communications) should be construed to create an employment agreement for a specified time period unless in a document signed by you, the People and Culture Team, and the CEO.

## Orientation Period

For all employees hired by Definiti, the first ninety (90) days of employment are an introductory probationary period. During this time, the employee will undergo training and orientation as directed by the employee’s supervisor. The employee’s supervisor will also monitor the employee’s performance during this time.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning their job responsibilities, and to determine if they are satisfied with the position. If the employee’s job performance is found to be unsatisfactory by their supervisor at any time during the first ninety (90) days of employment, the employment may be separated.

## Americans with Disabilities Act

The Americans with Disabilities Act (‘ADA’) prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. Definiti is committed to complying with all applicable provisions of the ADA. Definiti will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of an individual’s disability or perceived disability, so long as the employee can perform the essential functions of the job.

Definiti will provide reasonable accommodations to a qualified individual with a disability (as defined by the ADA) provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the People and Culture Team. The People and Culture Team will meet with the employee to discuss the limitations and the accommodation the Definiti might make. Following the meeting, the Definiti will inform the employee of its decision on the accommodation request, or on how to make the accommodation.

The ADA does not require Definiti to make the best possible accommodation, to grant any particular accommodation request, to reallocate essential job functions, or to provide personal use items (e.g., eyeglasses, hearing aids, wheelchairs, etc.).

## Religious Accommodation

Definiti will, where appropriate, provide reasonable accommodations for an employee’s sincerely held religious beliefs or practices if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. Definiti is not required to make the best possible accommodation, to grant any particular accommodation request, to reallocate essential job functions, or to provide personal use items.

If you believe you need an accommodation, or if you have questions regarding Definiti’s process for requesting reasonable accommodations for qualified employees or candidates for employment, please refer any such request or questions to the People and Culture Team.

## Lactation and Breastfeeding

Any employee who is breastfeeding their child will be provided reasonable break times as needed to express breast milk for their baby in accordance with federal, state, and local law. For onsite employees, Definiti will designate a private room other than a bathroom for this purpose. Nursing employees wishing to use a room must request/reserve the room by contacting the People and Culture Team.

## Harassment & Discrimination

Definiti is committed to providing an environment free of harassment, including but not limited to verbal, physical and visual forms of harassment.

Harassment in employment based on sex, race, national origin, religion, age, disability, or any other basis prohibited by local, state or federal law is strictly prohibited. Harassment of any type, whether physical, verbal, sexual, or otherwise, is not tolerated by Definiti. With this and our other policies, violations may include disciplinary action up to and including separation of employment.

Sexual harassment is defined as “unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature” when, for example:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different sex. These behaviors may include, but are not limited to:

1. Unwanted sexual advances or requests for sexual favors;
2. Sexual jokes and innuendos;
3. Verbal abuse of a sexual nature, commentary about an individual’s body, sexual prowess or sexual deficiencies;
4. Insulting or obscene comments or gestures; or
5. Display or circulation in the workplace of sexually suggestive objects or pictures (including via e-mail).

Sex-based harassment not involving sexual activity or language (e.g., a supervisor yelling at female employees and not at males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment based on any other protected characteristic is also strictly prohibited. Under this Policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, national origin, age, disability, sexual orientation, pregnancy or maternity, gender identity, genetic information, or military or veteran status, or any other characteristic protected by law, or that of their relatives, friends, or associates and that:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
2. Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
3. Otherwise adversely affects an individual’s employment opportunities.

Harassing conduct includes (but is not limited to) threatening, intimidating or hostile acts; denigrating jokes; or displaying or circulating material that shows hostility or aversion towards an individual or group.

This Policy is also violated if an employee is fired, denied a job, or denied some other employment benefit because the employee refused to grant sexual favors, complained about harassment, or assisted in an investigation of harassment.

RETALIATION IS PROHIBITED

Definiti prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this Policy, and like harassment or discrimination itself, will be subject to disciplinary action up to separation of employment.

REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION

The Company urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the alleged offender’s identity or position. Each employee is responsible for supporting and adhering to this Policy. If you believe you are being harassed, or observe any such behavior:

1. Inform the alleged offender that their behavior is unwelcome and offensive.
2. Employees should immediately report any incident to their supervisor.
3. If they prefer, employees are encouraged to report incidents to the People and Culture Team.

Employees who have experienced conduct they believe is contrary to this Policy have an obligation to take advantage of this complaint procedure. Nothing herein prohibits an employee from bringing a complaint to any federal, state, or local agency, but an employee’s failure to fulfill their obligations under this Policy could affect their rights in pursuing legal action. Also, federal, state, and local discrimination laws establish specific periods for initiating a legal proceeding pursuant to those laws. Nothing in this Policy should be construed to prevent an employee from reporting any harassment, discrimination, or retaliation to the appropriate federal or state agency.

INVESTIGATION OF HARASSMENT, DISCRIMINATION OR RETALIATION

Definiti will promptly, thoroughly, and impartially investigate all claims of harassment. Complaints of discrimination or harassment will be handled with sensitivity, discretion, and confidentiality to the extent allowed by the law and the process of the investigation. The allegations of discrimination or harassment will be shared with those on a need-to-know basis to conduct an effective investigation. If it is concluded that harassment occurred, prompt and effective remedial action will be taken.

RESPONSIVE ACTION

No action will be taken against any employee who in good faith files a complaint of harassment or who assists in the investigation of such a complaint. Employees who believe they have been retaliated against for having reported harassment or participating in an investigation must promptly notify the People and Culture Team. Such complaint will be investigated, and appropriate corrective measures will be taken if allegations of retaliation are substantiated, up to and including separation of employment.

## Personnel Records

Personnel records are confidential. Personnel files are the property of Definiti, and access to the information they contain is restricted. Generally, only members of Definiti management who have a legitimate reason to review information in a file can do so.

Employees who submit a written request may review their own personnel files in the presence of an individual appointed by Definiti. Removal or correction of any information in the record may be done only by mutual agreement. If no agreement can be reached, the employee may submit a written explanation and request an appendix be added as part of the record.

Please immediately notify the People and Culture Team of any changes in personal information. These changes include things such as marriage, divorce, birth of children, or change of address/phone/emergency contact.

# Attendance at Work

## Attendance and Standard Working Hours

Prompt and regular attendance is an essential part of your job. We expect employees to be at their workstation ready to begin their work at their agreed-to start time. Any time off should be scheduled at least two (2) weeks in advance.

Failure to notify your supervisor or the People and Culture Team for three (3) consecutive absences will be considered job abandonment. Employees absent for more than five (5) days are required to submit a physician’s release to the People and Culture Team prior to returning to work.

The physician’s certification must be on letterhead or script with a valid signature and must state: (1) the reason for your absence; (2) whether and how much additional time off is needed; (3) the physician’s permission for you to resume your work duties (if and when you are returning to work); and (4) the nature and duration of any job duty restrictions you may need. Any employee who fails to provide the required documentation will be placed on unpaid leave until the required documentation has been provided.

## Standard Business Hours

Definiti’s standard business hours are from 8:00am to 5:00pm, Monday through Friday local time, although each employee’s working hours and job functions and may vary based on needs of the Company. Supervisors may define different start/end hours for individuals on their teams. All full-time employees will work forty (40) hours per week and part-time employees will work less than forty (40) hours per week. Employees who work fewer than thirty (30) hours per week may be subject to benefit limitations.

## Tardiness

Everyone is a vital contributor to the Company, and we expect each employee to report to work on time. If you expect to be tardy, notify your supervisor.

## Employee Classifications and Overtime

Based on the conditions of employment, employees of Definiti fall into the following employment classifications according to the Fair Labor Standards Act.

1. Exempt Employees are classified as such if their job duties are exempt from the overtime provisions of federal and state wage and hour laws. Exempt employees are not eligible for overtime pay and their salaries are calculated on a pay period basis.
2. Non-Exempt Employees receive overtime pay in accordance with state and/or federal laws governing overtime. Non-Exempt employees’ pay is calculated on an hourly basis. Non-exempt employees may only work overtime with express written permission from their supervisors.
3. Full-Time Employees are considered “full-time” if they work the standard hours each week (8 hours each day, 5 days per week). A full-time employee is expected to work 40 hours per week.
4. Part-Time Employeesare considered “part-time” if they work less than 40 hours per week. Part-time Employees may be classified as Exempt or Non-Exempt depending on the nature of their positions.
5. Temporary Employeesare hired for a specified project or timeframe and/or work an irregular schedule. A Non-Exempt Temporary employee is paid by the hour, while an Exempt Temporary employee is paid according to the terms of hire. Temporary employees do not receive additional compensation or benefits.

An employee’s classification may be changed only upon written notification by the People and Culture Team.

Normal work hours will be determined by supervisors, but Definiti reserves the right to require that a core schedule of hours be adhered to. Non-Exempt employees require written approval to work more than 8 hours in one workday to ensure compliance with rest and meal breaks. Staffing needs, seasonal fluctuations, and operational demands may necessitate variations in starting and ending times, as well as variations in the total number of hours scheduled per day and/or per week. When operating requirements or other needs cannot be met during regular scheduled working hours, employees may be requested to work overtime hours. Overtime is based on actual hours worked in excess of forty (40) in a weekly scheduled pay period. Supervisors must approve overtime hours in advance of the employee working the hours.

# Internal Policies

## Confidentiality

Definiti employees will be exposed to and become privy to information which is confidential and/or intended for Definiti use only. This information includes, but is not limited to, Definiti and client financial information, employee information, marketing information, client contact information, and client lists.

All employees are required to maintain such information in strict confidence, both during their employment with, and after separating from Definiti. This policy benefits you as an employee by (1) protecting the interests of the Company in safeguarding confidential, unique, and valuable information which is a part of our competitive advantage in the workplace and (2) protecting the interests and reputation of the Company in safeguarding the confidential information of our clients.

Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with your supervisor or the People and Culture Team. Failure to comply with this policy will result in disciplinary action, up to and including separation of employment.

## Dress Code

Definiti expects employees to maintain a professional appearance and present a business-like image to customers, prospects, and the public in person and virtually (on camera) during business hours. This includes dress, grooming, and personal hygiene.

We expect employees to dress in a manner that is business casual. Employees should not wear suggestive or revealing clothing, athletic clothing, shorts, casual sandals, T-shirts, thongs or flip flops, novelty buttons, baseball hats, and similar items of casual attire.

## Personal and Common Work Areas

As with personal appearance, the condition of an employee’s work area presents a meaningful first impression to fellow employees, customers, or both. All personal and common work areas, including those visible during videoconferencing, should be always kept neat and clean and present a professional image.

## Smoke Free Workplace

Smoking is prohibited throughout the workplace. Employees are permitted to smoke on property in the designated smoking areas only.

## Drug & Alcohol

Definiti promotes a drug-free environment to maintain safe, healthful, and productive working conditions for all our employees and guests. The use, possession, sale, distribution, dispensation, manufacture or being under the influence of drugs or alcohol during working hours is prohibited.

The use of prescription medication which adversely affects an employee’s ability to work safely is also prohibited. If an employee is taking prescribed medication that impacts the employee’s job performance or attendance, they must notify the People and Culture Team. Documentation is required identifying the drug, the date of the prescription, prescribing physician, and known side effects.

The use, possession, manufacture, sale or distribution of drugs or alcohol off the job is also prohibited when such activity adversely impacts Definiti’s reputation and/or the employee’s on the job performance or behavior.

## Office Work Locations

Definiti provides office work locations to give employees access to peers, technology, and support resources. Employees hired to work within an office environment will be required to report to the office as directed by their supervisor.

## Internal Transfers Between Departments

Though Definiti supports and encourages internal mobility for employees, there is no guarantee that a current employee will be considered the best hire for a vacant internal position. Hiring decisions will be made to ensure the best candidate for the position is selected. If an employee is selected for a transfer, the hiring supervisor and former supervisor will agree to the transfer date. In the rare instance that it may not be feasible for a transfer due to business restrictions, transfers may be postponed or revoked in Definiti’s sole discretion.

## Inclement weather and Business interruption

Each impacted employee is responsible for appropriately communicating with their supervisor regarding extraordinary weather events, or other unforeseen business interruptions, that may impact their personal safety and/or work schedules. Employees are strongly encouraged to listen to local news broadcasts and follow local safety protocols in addition to providing periodic updates to their supervisor.

The nature and extent of the interruption will determine how missed work time can be made up or if Definiti will offer additional paid time off specifically due to the interruption. This will be determined on a case-by-case basis by the People and Culture Team.

## Meal and Rest Breaks

Definiti complies with all laws regarding state-specific meal and rest breaks.

All employees are permitted up to a 15-minute paid rest break for each four-hour work period. Breaks are not permitted at either the beginning or end of the workday to offset late arrivals or early departures. Employees who voluntarily work through rest breaks will not be paid additional compensation.

All employees who work five or more hours in a day are required to take an unpaid meal break of 30 minutes. Meal breaks are not counted toward hours worked. Non-exempt employees must not perform job duties while on a meal break. If work is approved and performed, the non-exempt employee must be paid for the time work was performed. The time worked during the meal break will count toward total hours worked.

Supervisors are responsible for scheduling rest and meal breaks.

## Workplace Violence

Definiti strongly believes all employees should be treated with dignity and respect, therefore acts of violence will not be tolerated. Any instances of violence must be reported to The People and Culture Team.

## Weapons at Work

Possession of firearms or other weapons on Definiti property is strictly prohibited. This includes, but is not limited to, individuals who possess a license to carry or a concealed handgun under the authority of any state permit law.

## Workplace Visitors

No visitors are allowed in our workplace or on Definiti property unless authorized. All visitors who enter the premises of the Company must enter at the front desk and check in with the receptionist. All visitors must be accompanied by the employee(s) they are visiting for the duration of their stay and are not allowed in any restricted area.

## Conflict of Interest

Employees must promptly disclose any actual or potential conflict of interests. Disclosure must be in writing to your supervisor as well as the People and Culture Team. Approval will not be given unless the relationship will not interfere with the employee’s duties or will not damage the Company’s relationship.

Definiti expects its employees to conduct business according to the highest ethical standards of conduct. Any business dealings that appear to create a conflict between the interests of Definiti and an employee are unacceptable.

Outside Employment

Employees may engage in outside employment or occupations only with express written permission from Definiti and so long as doing so does not interfere with their job performance. In addition, employees may not engage in any form of employment that may be considered detrimental to the interests of the Company. Employees in violation of this policy will be counseled. If the problem is not resolved, the employee may be asked to either terminate their outside employment or resign from the Company.

Financial Interest in Other Businesses

Employees and their immediate family members (defined as the employee’s spouse, child, sibling, parent, stepchild, stepparent, as well as mother-, father-, son-, daughter-, brother-, or sister-in-law, and any other individual who lives in the employee’s household) may not own any significant interest in a supplier, customer, or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company, or unless approved in writing by the Company.

Gifts

Employees may not solicit or accept gifts, entertainment or other benefits from potential and actual customers, suppliers, or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

Our employees may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company.

## Travel & Mileage

Employees who use their automobile for Definiti business must carry adequate public liability and property damage insurance (at least $100,000 / $300,000 bodily injury and $25,000 property damage coverage).

In instances where the use of a personal automobile is necessary, the allowable IRS standard rate per mile will be paid unless other contractual arrangements have been made. All other business-related expenses, such as parking, should be documented and submitted through an expense report.

Should you be involved in an accident while on company business, notify your insurance company, your supervisor and the People and Culture Team promptly. Employees are expected to co-operate in the internal investigation of any on-the-job accidents.

Any fines imposed in connection with an automobile while on company business are the responsibility of the driver.

## Employee VerIfication

Current or former employees in need of employment verification must provide the People and Culture Team with written authorization to release information to the requestor. Definiti will only provide dates of employment, title, and rate of pay.

# Payroll

## Compensation

Salaried employees’ and Hourly employees’ pay periods are from Sunday, 12:00am through Saturday, 11:59pm. Pay is distributed electronically bi-weekly every other Friday. When a pay day falls on a Holiday the distribution is advanced to the preceding business day.

By signing the attached acknowledgment, you provide your consent to Definiti to pay your wages through Direct Deposit. You may indicate the financial institution of your choosing and to make changes to direct deposit instructions in Definiti’s Human Resource Information System.

The Company will make required deductions for all federal and state taxes and mandatory benefits, as well as voluntary deductions for elective benefits. You should review your pay slips for deductions and contact your manager with any questions.

## Timekeeping

Definiti requires all hourly employees to keep an accurate record of daily time to ensure compliance with State and Federal Laws. Tampering, altering, or falsifying records, or recording time on another employee’s time record, will result in disciplinary action up to and including a separation of employment.

It is the employee’s responsibility to review their time record to ensure the accuracy of all time reported. The supervisor will review and approve the record before submitting for payroll processing. Employees and Supervisors share responsibility for submitting hours worked no later than the deadlines set by Finance.

## Make-Up Time

Non-exempt employees who have scheduled or unscheduled late arrivals or early departures who wish to “make up” the time missed, should request approval to do so from their supervisor. All “make-up” time must be worked in the same work week that time was missed to avoid working unnecessary over time hours. The use of “make-up” time is to accommodate occasional schedule changes. Unreasonable or excessive unscheduled failure to work scheduled hours may result in discipline up to and including separation of employment.

## Employment separation

Voluntary Resignation

If an employee decides to resign, Definiti would appreciate the opportunity to discuss the resignation in hopes of finding a mutually beneficial alternative. If the decision stands, Definiti requests at least a written two-week notice period. Personal Time Off (PTO) or floating holiday hours cannot be utilized during the notice period unless the duration of the notice period extends to equally account for the use of PTO or floating holiday hours.

Every employee is an employee at will, meaning there is no contractual right of continued employment expressed or implied. Definiti reserves the right to dismiss the employee at any time, including during any notice period.

Involuntary Dismissal

Definiti may separate an employee’s employment, with or without cause, and with or without notice, at any time for any reason. No supervisor or other representative of Definiti (except the CEO) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.

Final Pay

Definiti adheres to all Local, State, and Federal Laws for the purpose of distribution of the last payroll check. This includes, but is not limited to, final payment, deductions, additional payments, and distribution.

# Benefits

Definiti provides a variety of valuable employee benefit programs, including medical, dental and vision insurance, a retirement savings plan, and various insurance plans designed to help full-time employees and their dependents.

This section contains a general description of these benefits but does not provide the details. Therefore, this Handbook does not alter or otherwise interpret the terms of the plan documents. Benefits can be confirmed only by referring to the official plan documents. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases.

## Benefits Eligibility

All regular full-time employees, working 30 or more hours per week, are eligible for company sponsored medical and supplemental benefits. Part-time employees working less than 30 hours per week and temporary employees are not eligible for any company benefits. Once you have met the eligibility requirements, your effective date will be the first day of the month following the date of hire or the date on which you otherwise become eligible.

Employees are required to pay premiums and contributions toward insurance coverages to maintain benefits while on a leave of absence, whether paid or unpaid.

## Medical Insurance: Health, Dental and Vision

Definiti sponsors comprehensive medical insurance for all eligible employees. For details on this important set of benefits please review the official plan documents.

## 401(k) Retirement Plan

Definiti provides a 401(k) Defined Contribution Plan which allows qualifying employees to contribute to the Plan. The terms and conditions of the Plan are found in the Summary Plan Description and Plan Documents.

## Cafeteria Plan

Definiti provides a Section 125 Cafeteria Plan which allows eligible employees to defer part of their compensation based upon the terms of the plan. A Health Savings Account (HSA), Dependent Care, and Flexible Spending Accounts are available to employees who meet the eligibility requirements. For more information about these benefits, please review the official plan documents.

## Supplemental Insurance

Definiti provides life insurance and short-term disability insurance for eligible employees at no cost to them. In addition to the basic benefits, eligible employees may purchase additional insurance with eligibility criteria set by the insurance carrier, including supplemental life insurance, long-term disability insurance, and Accidental Death & Dismemberment insurance. For details, please review the official plan documents.

## Additional Benefits

Workers Compensation

Workers Compensation insurance is offered to each employee at no cost. Should you sustain a work-related injury, notify your supervisor or, if immediate medical attention is required, call 911.

COBRA

The Consolidated Omnibus Budget Reconciliation Act, or ‘COBRA’, gives workers and their families who lose their health benefits the right to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. For additional information please contact the People and Culture Team.

# Holidays and Paid Time Off

Our work is important and requires dedicated concentration each day. It’s equally important each of us take time off to rest and recharge. Definiti offers generous Paid Time Off (‘PTO’) benefits to help you do just that. Paid holidays and PTO do not qualify as hours worked for purposes of calculating overtime pay.

## Holidays

Definiti observes eleven (11) paid holidays per calendar year. Employees will be paid for their normal hours worked on an observed holiday. Definiti will set forth, no later than December 31st, a list of the paid holidays for the coming year. Typical holidays may include the following:

* New Year’s Day
* Memorial Day
* Juneteenth
* Independence Day
* Labor Day
* Thanksgiving
* Day after Thanksgiving
* Christmas Eve
* Christmas Day
* 2 Floating Holidays – to be used at the employee’s discretion with management approval; 1 floating holiday is awarded to new employees starting employment on/after July 1st

All employees are required to work or have approved PTO the business day before and after a holiday to receive payment. Employees on an unpaid leave of absence status are not eligible for holiday pay. Floating Holidays may be taken at any time with supervisor approval.

## Paid Time Off (‘PTO’)

Purpose

PTO may be used for vacations or any other personal matters. PTO can also be used for any sick time purpose identified under applicable law, including but not limited to the following:

1. To care for a physical or mental illness, injury or medical condition affecting the employee or the employee’s child, spouse, parent or parent of a spouse;
2. To attend routine medical appointments of the employee or the employee’s child, spouse, parent, or parent of a spouse; or
3. To address the effects of domestic violence on the employee or the employee’s dependent child.

PTO will not be counted as hours worked for purposes of overtime calculation for hourly employees. Time off for company paid holidays, bereavement leave, jury duty, and military service have separate guidelines.

Accrual

PTO accrual is based on years of service and regular number of hours worked. The PTO bank is granted yearly on January 1. The annual PTO bank accrual and maximum hours for full time employees scheduled to work 40 hours per week are as follows:

|  |  |  |
| --- | --- | --- |
| **Years of Service** | **Annual PTO Granted** | **Maximum Accrual** |
| Less than 6 years | 160 hours | 200 hours |
| 6+ years | 240 hours | 280 hours |

Eligibility

PTO is prorated for new hires according to their start date and number of hours scheduled to work. For those who have joined Definiti through the acquisition of their former employer, the years worked at the acquired business are included in the Years of Service calculation. Part-time employees must be scheduled to work at least 20 hours a week on a regular basis to receive a pro-rated accrual based on years of service. Employees working less than 20 hours per week on a regular basis, on-call employees, and temporary employees are not eligible to accrue PTO under this policy but will accrues sick time under any applicable state laws.

PTO Rollover

A maximum of 40 hours of accrued but unused PTO time may be carried over from one calendar year to the next. Unless otherwise precluded by federal or state law, the rollover hours must be used by the end of the first quarter.

PTO Requests

Employees requesting to use PTO for purposes other than as sick time must submit PTO requests to their supervisor at least two weeks in advance. No two team members from the same functional work group may be on scheduled PTO at the same time unless otherwise approved. PTO may be restricted the week(s) near pertinent industry deadlines (e.g., March 15, April 15, July 31, September 15, and October 15). During holiday weeks (specifically, Thanksgiving and Christmas), Definiti makes every effort to approve all requested PTO time. If restrictions are necessary, preference will be granted to those who have not taken those dates in prior years.

Where an employee requires the use of PTO for sick time purposes, the employee must provide advance notice to their supervisor as soon as practicable.

PTO Payout

For voluntary employment separations, PTO or floating holiday hours cannot be utilized during a notice period unless the duration of the notice period extends to equally account for the use of PTO or floating holiday hours. Unless otherwise required by State or Federal law, payout of accrued and unused PTO may include only the accrued amount, which is calculated by taking the annual granted hours, divided by the number of weeks in the year multiplied by the weeks worked less any PTO taken during the period of employment that year. Unless otherwise required by State or Federal law, any employee (i) with a negative amount may have it deducted from payroll, and (ii) any employee terminated for cause may forfeit some or all accrued PTO.

## Short-Term Absence

There are conditions under which Definiti grants short-term absences, which may be paid or unpaid. Time spent on a short-term absence (paid or unpaid) is not considered hours worked for purposes of calculating overtime.

Bereavement

In the event of loss or death of a family member (as defined below), a full-time, regular employee may take up to three (3) days of paid bereavement leave. The three days do not need to be utilized consecutively.

Additional time taken off for bereavement is classified as PTO, or may be taken without pay upon approval by the Company. Under some circumstances, a request may be submitted to The People and Culture Team for approval of two (2) additional Bereavement Paid Days.

Family members are those related by blood or marriage. For the purposes of this policy this means the employee’s spouse, child(ren), parent(s), sibling(s), grandparent(s), aunts, and uncles, including in-law, step, and half relations.

Jury Duty

From time-to-time employees are called to fulfill their civic duty and sit on a jury. Full-time regular employees who have completed their first 90 days of service and are eligible for Company Paid Time Off will be paid for Jury Duty if they present documentation from a court of legal jurisdiction. Employees are eligible to be paid for a maximum of one (1) week per calendar year. Definiti will comply with any state or local laws governing pay during jury duty to the extent they offer benefits in excess of those described herein.

## Parental Leave

PURPOSE

Definiti will provide up to six weeks of paid parental leave to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after January 1, 2023.

This policy is subject to any leave periods governed by any applicable state family and medical leave programs. As a result, employees who reside in certain states will be subject to a separate parental leave policy applicable to the that state. Any such benefits received on account of a state family and medical leave program, shall offset any pay received from the Company during such leave. For employees in those states where they would not receive from the state fund full pay during the first six weeks of parental leave, Definiti will supplement the employee’s pay during that six-week period so that they receives full pay.

ELIGIBILITY

Eligible employees must meet the following criteria:

1. Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive);
2. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin; and
3. Be a full-time or part-time, regular employee.

In addition, employees must meet one of the following criteria:

1. Have given birth to a child;
2. Be a spouse or committed partner of a person who has given birth to a child; or
3. Have adopted a child or been placed with a foster child aged 17 or younger. The adoption of a new spouse’s child is excluded from this policy.

Amount, Time Frame, and Duration of Paid Parental Leave

1. Eligible employees will receive a maximum of up to six weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple births, adoptions or placements do not increase the amount of paid parental leave granted. No employee will receive more than six weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
2. Each week of paid parental leave is compensated at 100 percent of the employee’s regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
3. Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee.
4. In the event of an employee who has given birth, the six weeks of paid parental leave will begin at the conclusion of any short-term disability leave/benefit provided to the employee for the employee’s own medical recovery following childbirth.
5. Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.
6. Upon separation of the individual’s employment at the Company, they will not be paid for any unused paid parental leave for which they were eligible unless required by state law.

COORDINATION WITH OTHER LEAVE POLICIES

1. Paid parental leave taken under this policy will run concurrently with leave under the FMLA as well as any leave period governed by any applicable state family or medical leave program; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period.
2. After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) may be compensated through employee accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave.
3. The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
4. An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

REQUESTS FOR PAID PARENTAL LEAVE

The employee will provide their supervisor and the People and Culture Team with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the People and Culture Team to substantiate the request.

## Unpaid Leave

Family and Medical Leave Act

The Family and Medical Leave Act (‘FMLA’) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

This includes twelve workweeks of leave in a 12-month period for:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee’s spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of their job;
5. Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;” or
6. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the servicemember’s spouse, son, daughter, parent, or next of kin.

When an employee goes on a leave of absence, the employee can elect to exhaust any accrued and unused PTO prior to moving to a leave without pay.

For additional information please contact the People and Culture Team.

Personal Leave of Absence

In certain circumstances Definiti may grant a leave of absence for personal reasons. The request for leave will be reviewed based on the reason for the request, previous attendance and performance record, previous leave requests, and the impact the absence will have on Definiti. Definiti retains complete discretion as to whether a personal leave of absence is granted or denied.

An employee who fails to return to work from leave will be deemed to have voluntarily resigned from their position.

Other Types of Leave

Employees will be granted any other type of leave of absence as required by federal, state, and local law (e.g., appearance as a witness in a legal proceeding, military leave, voting leave, performance of emergency duty by a volunteer firefighter, etc.). Employees are required to provide reasonable advance notice of any need for such leave and to keep the People and Culture Team appraised of their anticipated return to work date.

# Use of Company Property

Definiti provides our employees with tools to do our jobs and facilitate the transmission of business-related information within the company and with our vendors and clients, including company-issued equipment, devices, software, and systems (“Company Information Resources”). Definiti expects all employees to use its Company Information Resources with care. Improper, careless, negligent, destructive, or unsafe use or operation of company property, equipment, or systems may result in disciplinary action, up to and including a separation of employment.

Due to the significant risk of harm to the Company and its clients associated with a security breach, employees should not connect personal computers or data storage devices (such as CDs/DVD, external hard drives, USB/flash drives, etc.) to company electronic systems unless expressly permitted to do so by Definiti. Employees may not use or allow another individual to use the Company's computers, e-mail and Internet systems for any purpose that is potentially damaging to the company.

Definiti owns the rights to all data and files in any computer, network, or other information systems used in the Company and to all data and files sent or received using any company system or using the Company’s access to any network, to the extent that such rights are not superseded by applicable law relating to intellectual property. All voicemail, email, and passwords are available to the Company. The Company reserves the right to search and/or monitor all Company communications, systems, and hardware and the transmissions which occur within these systems, without advance notice and consistent with applicable state and federal laws. Employees should have no expectation of privacy with respect to Company Information Resources.

## Employee Use of Equipment

Company Information Resources are provided to facilitate company business and should not be used for personal use.

## Approved Software, Applications, Programs

Employees should not download, install, or run any programs on any Company Information Resource that are not specifically approved by IT.

## Maintaining Access to Data

No Company data should be made inaccessible via removal of that data from Company Information Resources or other Company IT systems or by use of encryption. Encryption should be managed in a manner that allows designated Company employees to promptly access all data.

## Access Management

1. Access to information is based on a policy of least privilege, meaning that all employees should have the least amount of access required to perform their job function.
2. Employees should not attempt to access any data or programs contained on Company systems for which they do not have authorization or explicit consent.
3. Employees should not divulge any access information to anyone not specifically authorized to receive such information, including IT support employees.

## Email and Electronic Communication

1. Auto-forwarding electronic messages outside the Company internal systems is prohibited.
2. Accounts must not be shared without prior authorization from Company IT, with the exception of calendars and related calendaring functions.
3. Employees should not use personal email accounts to conduct Company business.
4. Company email should not be used for personal use. Company email is always subject to search by the Company.
5. Employees should only send confidential information and/or personally identifiable information (PII) using approved secure electronic messaging solutions.
6. Employees should use caution when clicking links, or opening attachments included in electronic communications.

## Information Security

All employees will participate in mandatory security awareness training on a periodic basis.

Employees are expected to utilize a ‘clean desk’ policy, removing any information from the workspace and placing it in locked drawers when not in use. This helps protect our customers’ sensitive information.

Employees acknowledge understanding of the Company’s information security classifications as outlined below:

|  |  |  |
| --- | --- | --- |
| **Security Level** | **Definition** | **Examples** |
| 1. Restricted | Sensitive business data that if disclosed to unauthorized persons can harm the Company, its customers, partners or employees. Loss of confidential information may also lead to regulatory issues. | Client or Employee Personally identifiable information (PII), payroll information, acquisition due diligence. |
| 1. Internal | Information that can only be circulated internally. Unauthorized disclosure can lead to loss of competitive advantage. | Client lists, organizational charts, project documents, internal emails. |
| 1. Public | Business data that is freely available to the public and that cannot be leveraged to cause any financial or market share loss, brand damage, or detriment to the Company’s clients, partners or employees. | Press releases, published annual reports, social media feeds, information on the Company’s public website. |

Definiti expects all employees to maintain the confidentiality, integrity, and availability of information stored on electronic or physical (on paper) media. Any media containing Restricted information must always be secured. It must be used in a controlled location where access is limited to employees with a business need, locked in secure enclosure, or under the physical control of an individual authorized to access that information. Any electronic media requiring shipment from one location to another must be encrypted and shipped using tracking and signature confirmation upon receipt.

Any employee aware of a breach in information security must immediately report it to their supervisor, the Chief Information Officer, and the Company’s IT Managed Service Provider (MSP).

Any individual recognizing that media containing Restricted information has been compromised, lost or stolen will immediately call the Company’s IT department. IT will then initiate their security protocols and advise the Company’s Executive Committee. Any individual recognizing that media containing Internal information has been compromised, lost or stolen must also immediately inform the Company’s IT department.

## Work Product Ownership

Definiti retains legal ownership of all work product. All work product made or conceived by the employee, either solely or jointly with others during the employee’s employment with the Company, whether or not such work product is made or conceived during the hours of the employee’s employment or with the use of the Company’s facilities, materials, or personnel, where such work product is related to the business of the Company, is and will remain the property of the Company.

## Internal Investigation and Searches

Definiti may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are expected to cooperate fully with and assist in these investigations.

Whenever necessary, in the Company’s discretion, work areas (i.e. desks, file cabinets, etc.), company electronic devices and systems, and personal belongings (i.e. briefcases, handbags, etc.) may be subject to a search without cause.

## Return of Property

Upon employment separation, the employee must return all Company property, equipment, work product and documents in their possession or control.

# Professional Development

All employees are expected to meet Definiti’s standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency, and compliance with the Company’s policies and procedures. If an employee does not meet these standards, the Company may, under certain circumstances, take corrective action up to and including immediate a separation of employment.

The purpose of formal improvement action procedures is to correct improper behavior or practices which violate company policy or procedures. These procedures also ensure positive and clear communication between each employee and their supervisor.

## Professional Societies

Definiti expects our employees to maintain and enhance their knowledge of their field of expertise. On the recommendation of their supervisor and with The People and Culture Team approval, Definiti may pay annual dues to state and local professional societies.

Employees involved in a certified professional organization may receive three (3) hours per month of paid leave for meetings scheduled during work hours. Special meetings or all-day conferences must be approved on a case-by-case basis by the supervisor.

## Continuing Education

Definiti commends and encourages the efforts of all employees to advance their education. Employees such as plan administrators, actuaries, and attorneys are responsible for maintaining their professional licenses. With prior approval from the People and Culture Team, the Company will pay for continuing education necessary to keep licenses current. Fines, penalties, sanctions, etc. resulting from failure to timely secure adequate continuing education are the sole responsibility of the employee.

# Performance Improvement & Disciplinary Procedures

All employees are expected and required to meet acceptable performance standards and to otherwise conduct themselves in an appropriate manner, all as determined by the Company, during their employment.

Failure to behave in a way consistent with the Company’s standards may lead to corrective disciplinary action, up to and including an immediate separation of employment. The Company may implement progressive discipline, such as verbal warnings, written warnings, probation, suspension (with or without pay) and separation of employment. The disciplinary alternatives are independent of each other, and the Company need not follow any sequence. The Company may, in its sole discretion, consider the position, severity of the issue, and the employee’s past work history in determining the discipline to be imposed.

Any decision with regard to discipline, the sequence of discipline, and/or the disciplinary alternatives selected are within the sole discretion of the Company. The Company’s utilization of progressive discipline, in any situation, does not, and shall not, be construed to waive its continued right to terminate employment at will.

Definiti may conduct an exit interview with a departing employee. The employee is expected to return Company property, such as office keys, credit cards, computer, and any additional company-owned property.

In some cases, behaviors or practices are of a serious enough nature to result in immediate separation of employment. Examples include, but are not limited to:

1. Conviction of a felony
2. Theft or unauthorized possession of drugs
3. Insubordination
4. Violence
5. Possessing weapons
6. Violation of the Drug & Alcohol Policy
7. Falsification of Company documents or information
8. Destruction of Company property
9. Failing to cooperate during an investigation
10. Sharing of Confidential and/or proprietary information
11. Violation of any other parameters outlined in this policy

In the event of dismissal for misconduct, all benefits end at the end of the month of the employee’s separation of employment.

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# Employee Acknowledgement

I acknowledge that I have received a copy of the Definiti Employee Handbook. I understand that this employee Handbook replaces all prior verbal and written communications regarding working conditions, policies, procedures, benefits, etc.

I understand that working conditions, policies, procedures, benefits, etc., described in this Handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Definiti, except as permitted by law.

I understand it is my responsibility to read and understand the standards expected by the Company and I agree to follow and abide by these policies as a condition of my employment by the Company.

I understand that if I have questions or concerns at any time about the Handbook, I will consult with my supervisor, my supervisor’s manager, or the company’s People and Culture Team.

I acknowledge that the Handbook contains employment-at-will provisions. The Company or I may terminate my employment relationship at any time, with or without cause, and with or without notice.

Finally, I understand that contents of this Handbook are simply policies and guidelines, not a contract or implied contract, and the contents of the Handbook may change at any time, with or without advanced notice. I further understand that Definiti and I will comply with all applicable federal and state laws, and nothing herein alters that requirement.

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EMPLOYEE SIGNATURE DATE

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EMPLOYEE NAME (PRINT)