



# Employee Handbook

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## Table of Contents

Document Control.....	2
Introduction.....	3
Our Vision, Mission and Values .....	3
General Overview .....	3
Employment At-Will.....	4
Privacy.....	4
Introduction and Training Period.....	4
Timesheets, Pay Schedule, Reimbursements .....	4
Business Expense and Travel Policy .....	5
Attendance Policy .....	9
Job Abandonment Policy.....	9
Employee Termination of Employment .....	9
Work Hours .....	10
Flextime Schedule Policy .....	11
Telecommuting Policy .....	13
Outside Employment Policy .....	15
Performance Standards and Evaluations .....	16
Tuition and Training Reimbursement Policy.....	17
Training, Conference, and Seminar Policy .....	18
Use of Company Property .....	20
Social Media Policy .....	22
EEO, Harassment, and Discrimination.....	23
Safety and the Violence-Free Workplace .....	24
Substance-Free Workplace.....	26
Americans with Disabilities Act Policy .....	27
Ethics.....	28
Whistleblower Policy / Reporting to Human Resources .....	29
Courtesies.....	30
Benefits Overview.....	32
Paid Time Off (PTO) Leave Policy .....	32
PTO Ceiling and LWOP.....	34
Holiday Leave Policy .....	34
Recording Time Off .....	35
Family and Medical Leave .....	35
Jury Duty .....	36
Military Leave.....	36
Bereavement Leave .....	37
Short Term and Long-Term Disability Leave .....	37
Worker’s Compensation Leave .....	38
Appendix I: Privacy Statement .....	39
Appendix II: Business Continuity (Closures, Emergencies, Govt. Shutdowns).....	46
Appendix III: COVID-19 Telecommuting Policy.....	47

## Document Control

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## Introduction

Congratulations on your new employment with Improvix Technologies. This document provides an overview of our vision, values, and principles, as well as key company policies.

At Improvix Technologies, our Policies are aligned closely with our Company Values. We strive to foster a positive, productive working environment.

Improvix recognizes the power and influence that comes from people of diverse backgrounds and experiences, working together toward a common goal. Different thoughts, abilities, experiences, and individual characteristics enhance our work environment and lead to innovative solutions and business decisions.

We believe in treating all our colleagues with respect, dignity, and fairness. Each employee deserves a safe, clean, welcoming place and productive work environment where we can do our best work. Each employee has a personal responsibility to help eliminate actions or circumstances which undermine this environment. When our employees are fully engaged and empowered, we drive innovation and create IT solutions that lead positive change.

## Our Vision, Mission and Values

Our Vision is to provide innovative, reliable, and cost-effective IT solutions for the public and private sector. We strive to improve our customer's technology usage by expanding their mobility, securing their infrastructure, modernizing their environment, and providing top tier customer service and response time. Our team is comprised of talented, energetic, and dedicated employees who similarly share our desire to provide impactful expertise and support to our customers.

Our Mission is to IMPROVE Information Technology for the next generation. We create unique, innovative solutions that help our customers accomplish their mission and advance in ways previously unimaginable.

Our Values are as follows:

**I: Integrity:** Be ethical and honest at all times.

**M: Mindful:** Deliver with precision and care.

**P: Passion:** Be self-motivated and enthusiastic to lead and ensure success.

**R: Respect:** Respect the work and decisions of all our clients, partners, and employees.

**O: Open-Mindedness:** Hold no judgements and listen with an open mind.

**V: Value:** Value yourself and value everyone around you.

**E: Excellence:** Establish high standards for the next generation.

## General Overview

The purpose of this Handbook is to provide you with all the information you need to be a fully functioning member of the Improvix team. However, this Handbook cannot cover every possible situation you may face in your time with Improvix. Thus, if you have any questions

concerning any of the policies here, it is recommended you either contact Human Resources (HR) Department or discuss the matter with your Supervisor.

Feedback is always welcome and should be directed to the HR Department. Suggestions for policy changes will be considered on a case-by-case basis.

**Nothing in this Handbook constitutes a contractual right, either express or implied, to remain in Improvix's employ. The policies herein may change or be revoked at any time.** While management will make every effort to provide employees with reasonable notice, such notice may not always be possible.

This handbook is a confidential document. Nothing in this handbook should be discussed or shared with anyone outside of Improvix.

## Employment At-Will

Employees and Improvix have an "employment at-will" relationship. This means either you or Improvix may terminate your employment at any time, with or without reason or notice. Nothing in this Handbook or in any other document or communication shall create an employment arrangement with Improvix for a specified period.

## Privacy

Your privacy and personal information are important to us. Improvix Technologies recognizes the confidential nature of Personally Identifiable Information (PII) in its care and our responsibility to protect this data. Any employee with a need-to-know and granted access to such PII on behalf of the Company is expected to uphold the highest standards of data protection, using secured passwords, and safeguarding. Please see Appendix I: Privacy Statement for Improvix's full privacy statement and policies.

## Introduction and Training Period

The "Introduction and Training Period" for all employees is 90 days from your start date. During this evaluation period, employees will have the opportunity to evaluate our Company as a place to work and Improvix has an opportunity to evaluate the employee. During the Introduction and Training Period, the employee and the Company have the right to terminate employment without advance notice. Improvix reserves the right to extend the Introduction and Training Period in its sole discretion. Employees rehired within six months of termination do not have to complete a second Introduction and Training Period.

## Timesheets, Pay Schedule, Reimbursements

Improvix requires that all employees submit their finalized timesheets on the 15<sup>th</sup> and the last calendar day of each month. We issue bi-weekly paychecks to employees on the 7<sup>th</sup> and 22<sup>nd</sup> of each month. Except for part-time employees, and regardless of salaried or hourly, employees must submit completed time sheets per pay period. Time submitted must be filled with worked

hours, paid time off (PTO), leave without pay (LWOP), or other authorized pay category totaling up to working hours required per pay period. Required number of hours may vary based on the contract you are supporting.

Authorized expenses, such as travel receipts, must be submitted to [payroll@improvixtech.com](mailto:payroll@improvixtech.com) at the end of each month for reimbursements to be processed in a timely manner. All reimbursement requests must include an expense report, along with copies of relevant receipts and invoices.

## Business Expense and Travel Policy

Employees may be authorized for travel for two primary purposes: (1) in support of a customer requirement or (2) in support of corporate activities. The following policy primarily pertains to employees traveling at the request and approval of a customer. Employees who are authorized travel expenses for corporate activities will receive such approval in writing from either the Chief Executive Officer (CEO) or the Executive Vice President (EVP). Improvix defaults to GSA's Federal Travel Regulations (FTR) in our approach and considerations of all employee travel requests.

### Travel Authorization and Advances

All Company travel must be authorized by either the Company or a customer prior to any travel reservations being made. Travel (including flight, lodging, meals, etc.), must be approved by both your immediate supervisor and the Executive Vice President prior to finalizing any reservations.

Improvix may authorize travel advances to cover approved costs that might cause undue financial hardship for employees, provided an employee submits a request no later than five business days prior to departure. Employees must repay Improvix for any approved travel advance in excess of approved reimbursable expenses.

### Air Transportation

Employees must book travel insurance (if available) and fly in coach class for all flights. Employees are encouraged to book flights at least 30 days in advance to avoid premium airfare pricing. Travel in first class on domestic flights, or business or first class on international flights, will not be reimbursed by Improvix without written authorization from the customer pursuant to GSA's Federal Travel Regulations (FTR).

Employees may elect to:

- pay personally for the price difference between coach and business or first class, or
- use personal frequent flyer airline miles, vouchers, or coupons to upgrade to business or first class.

Frequent flyer miles or benefits, or upgrade payments, are not reimbursable by the Company, even if they are used on behalf of Improvix or its customers. Employees may retain frequent

flyer airline miles earned while traveling on behalf of Improvix or its customers. Employees are responsible for managing their own frequent flyer programs.

If you need to cancel a reservation, you should do so as soon as possible. Since airline tickets in most instances are non-refundable, cancelled reservations will result in the airline issuing a credit, which the employee can use again for official Improvix business, subject to individual airline requirements. The travel confirmation will indicate the fare type and rules.

### Ground Transportation

When necessary, employees should use the most cost-effective, safe, and efficient mode of ground transportation. When using rental cars, employees should generally rent an intermediate or smaller car, provided the size and type of the rental car is appropriate for the number of people in the car and the road conditions on which it will be used. In-car navigation systems are reimbursable. No other convenience options, e.g., satellite radio, will be reimbursed.

Employees may utilize upgraded ground transportation methods such as premium Uber/Lyft services and an upgraded rental vehicle with convenience options of their choosing but will be responsible for paying any delta charge that exceeds per diem.

The use of rental cars should be limited to business purposes and transportation to and from:

- airports,
- duty sites,
- lodgings,
- dining facilities, and
- places required for the employee's subsistence.

An employee's use of rental cars outside these guidelines will be considered personal use. Employees are responsible for expenses incurred during personal use of rental vehicles. This responsibility includes all liability for damage sustained during personal use. Employees are advised to review the extent of their personal liability insurance coverage before using rental vehicles for personal purposes.

When renting cars in the US, you should not purchase rental car insurance as the Company maintains rental car coverage. When renting a car internationally, you should purchase insurance at the time of the rental. To maximize cost savings, employees should refuel rental cars prior to returning them.

Personally Owned Vehicles (POV): Employees using their POV for authorized activities be reimbursed for actual mileage incurred in a personal vehicle for work-related meetings, no matter how far from or close to their regular duty station, at published GSA Per Diem rates. All other employees will be reimbursed only for use of your personal automobile for **out-of-town business travel (over 100 miles each way from your assigned worksite)** at published POV per diem mileage rates.

### Lodging

The government will only reimburse lodging at the published per diem rates, therefore Improvix will similarly authorize expenses at those published rates. Employees may stay at more expensive hotels of their choosing but will be responsible for paying any delta charge that exceeds per diem. Employees are required to separate all lodging taxes from the hotel rate for lodging in the continental US (CONUS). Daily tax fees are combined as hotel tax and should be noted daily on the Improvix Employee Expense Report in "Other Expense." Taxes do not need to be separated for lodging outside of CONUS (OCONUS). When needed, please cancel hotel reservations early to avoid cancellation fees.

When selecting lodging, consider using government lodging agreement programs such as FedRooms. Some advantages of obtaining lodging using the FedRooms program include lodging rates set at or below per diem rates, no add-on fees, and extended room cancellation deadline.

### Meals

Daily food expenses, including any taxes or tips, while on business travel (over 100 miles each way from your assigned worksite) will be reimbursed at published GSA Meals and Incidentals (M&IE) per diem rates.

Improvix will not reimburse you for the consumption of alcoholic beverages. Improvix's Drug Free Workplace Policy applies to all Company travel and business. **Employees may not offer to pay for meals, drinks, or gratuities when dining with a government employee.**

### Communication

Business communications during travel will be reimbursed. Cell phones should be used when possible. Costs for telephone calls, related hotel charges, and other communications fees must be documented on the Expense Report by date.

Documentation will consist of a copy of the cell phone bill and/or hotel bill showing the number called, length of the call, and whether the call was business or personal. For OCONUS travel, the preference is for the traveler to purchase a calling card for the sole purpose of making business calls.

### Exceptions

Occasionally it may be necessary for employees to request exceptions to Improvix travel policies. Requests for exceptions to these policies must be made in writing and approved by the Executive Vice President.

### Reimbursements

All travel **on behalf of a Improvix customer** will be reimbursed at the maximum per diem rate issued under the current FTR. All other travel on behalf of the Company will be reimbursed at the actual cost of the travel. Reimbursement of travel expenses will be based on reasonable and actual expenses.

All requests for travel reimbursement must be submitted on an Expense Report pursuant to Improvix's Expense Report Policy (see above). Itemized original receipts are required for all expenditures over \$20.00. Receipts for all rental car and lodging expenses must state "Balance Due-\$0.00."

Improvix may deny reimbursement of any expense not permitted under applicable law or not in compliance with any Improvix policy. Improvix may also deny reimbursement of any expense it deems inappropriate or excessive.

Unless otherwise stated herein, **the following items will not be reimbursed by Improvix without prior written approval from executive management:**

- Airline club memberships;
- Child-care, babysitting, house-sitting, pet-sitting/kennel charges;
- Costs incurred by an employees' failure to cancel travel reservations in a timely manner;
- Haircuts and personal grooming;
- In-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theatre movies;
- Travel accident insurance premiums and/or purchase of additional travel insurance; or
- Other expenses not directly related to the business travel.

This list is not all-inclusive and there may be additional or similar non-reimbursable expenses.

Normally, reimbursable travel expenses will be covered in the above referenced categories, but any bona-fide business expense not specifically covered herein (e.g., postage, baggage handling, document registration, and excess baggage costs due to transporting reports or materials) will be allowed. If an employee is on business travel for four (4) or more consecutive days, Improvix will reimburse the employee for reasonable laundry/dry cleaning services used during the travel periods.

#### [Expense Report Policy](#)

Travel and other expenses will be reported on the Expense Report template. Travel expenses are to be recorded for each day of travel and specifically itemized. Please refer to the Expense Report Instructions for how to complete an expense report.

Expense reports must be approved by your immediate supervisor within five (5) business days of the purchase or travel and submitted to Payroll by the end of the month the expenses were incurred. Expense Reports not submitted within this period will require written approval from the Executive Vice President.



The Payroll Team will review your expense report for appropriateness, accuracy, and completeness, and may return it to you for necessary revisions before reimbursement will be issued.

## Attendance Policy

Punctuality and regular attendance are essential to the effective operation of Improvix. Employees are expected to maintain satisfactory attendance and to report to work on time every day, prepared to start work.

Unscheduled absences, late arrivals, and early departures must be kept to a minimum. Employees also are expected to remain at work for their entire work schedule.

If you are unable to work, you must call your Supervisor at least two hours prior to your scheduled start time. If your Supervisor is unavailable, please send an email to the HR Department ([HR@improvixtech.com](mailto:HR@improvixtech.com)). In cases of illness or injury, you must notify your Supervisor; phone calls from family members or friends are not acceptable unless serious health problems preclude you from calling. This notification does not excuse the tardiness or absence.

Excessive absences or a continuing pattern of absence that interferes with the efficient operations of the Company or the employee's job performance may result in disciplinary action up to and including termination of employment.

## Job Abandonment Policy

If you fail to report to work for three (3) consecutive business days without notifying your Supervisor or the HR Department, Improvix will consider your absence as job abandonment and a voluntary resignation. If you are unable to contact the Company due to extreme circumstances (such as a medical emergency), you or your representative must contact the Company as soon as practicable to explain the situation. The Company will consider the explanation before determining if the voluntary resignation will be upheld.

## Employee Termination of Employment

Employees who wish to terminate their employment are urged to notify their Supervisor in writing at least two weeks in advance of their intended termination date. The employee's Supervisor will inform Corporate Leadership and the HR Department. Upon termination, each employee shall promptly deliver to Improvix all confidential information and any other Improvix property in the employee's possession including all Company and Government Furnished Equipment (GFE) such as badge, cell phone, laptop, etc.

## Work Hours

Improvix maintains a standard 40-hour workweek and eight-hour workday with a one-hour lunch period. Coverage of the corporate office is 8a.m. to 6 p.m. prevailing eastern time, Monday through Friday.

Please note: Billable employees are not legally allowed to charge time for their lunch period. Meaning, if an employee starts their day at 8 a.m. and takes a 30-minute lunch period, they must work until 4:30 p.m. to complete a full 8-hour day.

Start times and workweek schedules may vary by worksite or task. Corporate leadership or your Supervisor will inform you of the standard schedule for your task or worksite.

Employees working at a client site generally observe the same daily starting times and working hours as the Client. Some employees may observe other regularly scheduled work hours or shifts based on Client and site requirements.

Employees wishing to utilize a flextime arrangement must discuss this with their Supervisor and are advised to read the Flextime Schedule Policy in this Handbook.

All employees must record their time worked or any leave taken daily in Improvix's timekeeping system. Employees must complete timesheets for the current pay period only. Do not record work hours in advance of time worked.

Accurate and timely recording of hours by each employee is essential. When completing the daily timesheet, each employee must enter:

- Time worked in full or half-hour increments.
- Time against a valid labor charge code.
- The number of overtime hours worked on a separate line with the same charge code used for the regular hours worked. Overtime (if applicable) is paid as Straight Pay for any hours approved over 40 hours a week.
- Please discuss overtime policies unique to your Client Site with your supervisor or during your new hire orientation. Some Clients calculate overtime differently than others and Improvix must adhere to our customers' preferences in how billable overages are calculated. Some customers only consider overtime hours in excess of the monthly allowable limits, while other customers consider overtime hours in excess of the weekly 40-hour standard.
- Any leave taken with a corresponding leave request.

Once you have entered and saved your time in the time keeping system, you cannot change it without providing an accurate reason for the change. Please be as detailed as possible when describing any changes.

Employees are required to complete and electronically sign their timesheet in the timekeeping system on a semi-monthly basis, by the close of their workday on the last day of the pay period. Employees on leave on the last day of the pay period must complete and sign their timesheet prior to departure. **Submission of incorrect timesheets may result in your paycheck being delayed.**

Once the employee submits the timesheet in timekeeping system, it is electronically submitted to the employee's Supervisor for review and approval. Supervisors will be held accountable by Improvix to ensure that the work and leave recorded by their employees for each pay period are correct. If a Supervisor identifies an error or discrepancy during the review process, the Supervisor must reject the timesheet in the timekeeping system and include a written explanation for the rejection. The employee must then take immediate action to make the appropriate correction to the timesheet in the time keeping system, include a note in the comment section detailing the reason for the correction, and resubmit the corrected timesheet.

**All timesheets must be completed and approved in the timekeeping system to later than 4:00 p.m. EST on the day after the end of each pay period; the 15<sup>th</sup> and the last calendar day of each month.**

In compliance with Federal and State wage and labor hour laws, timesheets for exempt and non-exempt employees must reflect total hours worked. With management approval, non-exempt employees may make up lost time during the same workweek.

**By signing your timesheet, you certify that the time you have recorded and submitted for payment is a true and accurate representation. Falsifying your timesheet is grounds for disciplinary action up to and including immediate termination of employment.**

## Flexitime Schedule Policy

Improvix offers flexitime scheduling to assist employees in meeting their personal goals and personal responsibilities, while continuing to maintain operating efficiency, productivity, and effective service to our customers. Our flexitime policy allows employees to alter the start and end times of their workdays, provided these changes do not interfere with department or division needs.

### Flexitime Eligibility

Full-time non-billable employees who have completed their Introduction and Training Period are eligible for flexitime as outlined below. Employees requesting and/or using a flexitime schedule must maintain a satisfactory rating on all performance reviews.

Billable employees may work on a flexitime schedule outside of this policy, unique to their customer site. The scheduling requirements of customers and tasks may require the flexibility of different work schedules that are acceptable to billable employees, the employee's immediate Supervisor, and the Customer. Improvix will continue to permit the flexible work

schedules of billable employees working on Improvix tasks, with the approval of Corporate Leadership, the employee's Supervisor, and the customer.

Flextime may not be appropriate for all positions or for all non-billable employees. Positions that require the employee's physical presence may not be eligible for flextime due to operational needs or job duties assigned to the position. Improvix management will ensure the fair and equitable administration of this policy in accordance with all Improvix policies.

### Flextime Approval

Full-time employees may be approved to work a flextime schedule provided the flextime does not:

- Result in an employee working less than full-time or increases the total number of hours worked in a given pay period. If uncertain of required hours, please consult with your Supervisor.
- Negatively affect the workload or productivity of coworkers by shifting burdens, creating delays, or resulting in the need for additional staff.
- Impede the business needs and requirements of a department.

An employee's conditions of employment when working under a flextime schedule, including but not limited to wages, benefits, and leave accrual, will not change. A minimum of 30 minutes must be taken for lunch.

Approval of a flextime request will be made on a case-by-case basis by Corporate Leadership and the HR Department. In evaluating a flextime request, we will weigh factors such as:

- Whether the employee's job is compatible with flextime.
- Department requirements.
- The employee's job performance, attendance, and overall reliability.
- The schedules requested or used by other employees in a department.

All flextime schedules will be approved for a trial period of three to six months. This will allow time to determine any impact the scheduling change may have on workload commitments, assess attendance, and allow both employees and their Supervisors to determine whether the flextime schedule meets individual and Company needs. Once a flextime schedule is finalized, the employee will be expected to work that schedule until changed by the employee and/or Supervisor.

The HR department has the responsibility of overseeing the day-to-day implementation of the Flextime Schedule policy; and shall make the final determination on any question or dispute. Any request for exceptions to this policy should be made in writing to the HR Department for review and approval.

Improvix reserves the right, at any time, to return any employee working a flextime schedule to his or her standard schedule for any reason. When able, management will provide reasonable notice of the schedule change so that employees may make necessary adjustments to their commitments outside of work.

### How to Make a Flextime Request

Eligible employees must submit in writing a formal request to their Supervisor. Once approved, the Supervisor and/or Corporate Leadership will forward the Flextime approval to the HR Department for final verification. A copy of the written approval will be kept in the employee's file. All flextime requests must include a regular schedule of 40 hours each week, with a daily break for lunch. Employees shall be responsible for attending all mandatory meetings and training, even if the meeting or training is scheduled at an "off" time.

### Benefits and Leave

All employees on flextime will continue to accrue and use benefits and leave in accordance with Improvix's benefit and leave policies.

## Telecommuting Policy

Improvix considers telecommuting to be a viable alternative work arrangement in certain cases. Telecommuting allows employees to work outside of a Improvix worksite for part or all of their regular workweek. Telecommuting can be informal, such as working from home, or on the road during business travel, or formal, as described below.

### Telecommuting Eligibility

Telecommuting may not be appropriate for all positions or for all billable employees. Positions (i) that require the employee's physical presence; or (ii) whose efficiency is compromised when the employee is not present, such, as employees working on a base, or in a SCIF; receptionists, and other administrative positions may not be eligible for telecommuting. Improvix management will ensure the fair and equitable administration of this policy in accordance with all Improvix policies.

### Telecommuting Guidelines

Either an employee or a Supervisor can suggest telecommuting as a possible work arrangement. A specific arrangement, including workdays and hours, must be agreed upon in advance by the employee and the Supervisor. For billable employees, the Improvix telework policy may be superseded by the customer's onsite requirements. All billable employees must adhere to the customer's restrictions and preferences.

If approved for telework, employees must be available to their colleagues and customers, as needed, during telecommuting periods; and shall be responsible for attending all mandatory meetings and training sessions.

Employees will establish an appropriate work environment within their home for the performance of their duties during work hours, with sufficient means of completing their normal job responsibilities. The employee's work environment in their home must have internet access permitting communication to/from Improvix employees and customers, as well as a phone and other collaborative tools. Improvix will not be responsible for costs associated with the setup or maintenance of the employee's home workspace, such as remodeling, furniture, or lighting.

Employees that use an Improvix or Government supplied laptop while telecommuting are expected to take reasonable steps to protect Company and Government property and equipment against damage (including damage caused by negligence or circumstances within the home, e.g., children, pets, property damage, theft, etc.). Consistent with Improvix's expectations of information security for employees working at the office, telecommuting employees are expected to ensure the protection of proprietary company and Customer information accessible from their remote work environment.

Workers' Compensation coverage applies to telecommuting employees working at home, in the designated workspace, during established telecommuting work hours. Employees must inform their Supervisors and the HR Department immediately if they are injured while performing work duties, in accordance with Improvix's worker's compensation procedures. Improvix assumes no liability for injuries occurring in the employee's designated home workspace outside of the established telecommuting work hours.

Employees must comply with all company policies and directives while telecommuting. Telecommuting employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement.

#### Telecommuting Arrangement Approval

An employee may be approved to work a telecommuting arrangement provided the arrangement does not:

- Result in an employee working less than full-time or reduces the total number of hours worked in each workweek under 40.
- Negatively affect the workload or productivity of coworkers by shifting burdens, creating delays, or resulting in the need for additional staff.
- Impede the business needs and requirements of a department.

An employee's conditions of employment when working under a telecommuting arrangement, including but not limited to wages, benefits, and leave accrual (if applicable), will not change. A minimum of 30 minutes must be taken for lunch. Approval of a telecommuting request will be made on a case-by-case basis by their company Supervisor. In evaluating a telecommuting request, we will weigh factors such as:

- Whether the employee's job is compatible with telecommuting,

- Department requirements,
- The employee's job performance, and
- The arrangements requested or used by other employees in a department.

All telecommuting arrangements will be approved for a trial period of up to two months. This will allow us to determine any impact the scheduling change may have on workload commitments, assess, and allow both employees and their Supervisors to determine whether the telecommuting arrangement meets individual and Company needs. Once a telecommuting arrangement is finalized, the employee will be expected to work that arrangement until changed by their Corporate Supervisor.

The HR Department has the responsibility of overseeing the day-to-day implementation of the Telecommuting Policy and shall make the final determination on any question or dispute. Any request for exceptions to this policy should be made in writing to the HR Department for review and approval.

Improvix reserves the right at any time to return any employee working a telecommuting arrangement to his or her standard arrangement for any reason. When able, management will provide reasonable notice of the arrangement change so that employees may make necessary adjustments to their commitments outside of work.

#### How to Make a Telecommuting Request

Eligible employees must submit in writing a formal request to their Corporate Supervisor. Once approved, the Supervisor will forward the Telecommuting Request approval to the HR Department for final verification. A copy of the written approval will be kept in the employee's file. All Telecommuting Requests must include a regular schedule of 40 hours each week, with a daily break for lunch. Employees shall be responsible for attending all mandatory meetings and training, even if the meeting or training is scheduled at an "off" time.

#### Benefits and Leave

All telecommuting employees can continue use of benefits and leave in accordance with Improvix's benefit and leave policies.

#### Outside Employment Policy

Any outside employment undertaken by an Improvix employee must not conflict with the Company's interests or interfere with the employee's ability to perform their duties. No outside employment activity may take place during the Company's regular hours or involve the use of the Company's resources. Employees must understand that this is your primary employment, and if any other activity that you engage in conflicts with what your duties are at Improvix, it may lead to the disciplinary action, or termination of employment. We expect all employees to be transparent about outside employment, and to ensure that there is not a conflict of interest between the second employer and Improvix.

## Performance Standards and Evaluations

Improvix expects our employees to be self-motivating and self-disciplining when it comes to managing their own job performance. We encourage all employees to be self-starters and continuously take initiative in their work. In addition to routine check-ins and feedback sessions, Improvix will provide formal semi-annual performance evaluations for each employee based on direct experience and in consultation with the IPX Supervisor and/or client-site task managers. We strive to provide constructive feedback to maximize each employee's professional growth and job satisfaction. In the unlikely event that an employee fails to meet their position's performance standards, we will provide necessary coaching, counseling, training, and in extreme cases, disciplinary measures to assist the employee in overcoming obstacles and achieving success.

Performance management is a continuous process by which Supervisors and employees develop performance goals on an annual basis to ensure that employees understand and meet job expectations and company and professional development objectives.

Performance management has three key components:

- Performance planning,
- Managing and accessing performance, and
- Performance improvement.

Informal performance feedback should occur throughout the year. Professional development is ultimately the responsibility of the employee; employees and Supervisors are encouraged to engage in professional development conversations. Formal documented performance assessments are conducted annually. To request a copy of the Employee Performance Evaluation form, please email [HR@improvixtech.com](mailto:HR@improvixtech.com). Employees are accountable for meeting performance expectations and Improvix's standards of conduct. Corrective action is deployed when an employee fails to meet performance expectations and/or violates standards of conduct. Improvix utilizes the following corrective actions to address performance and conduct deficiencies with a goal of correcting the behavior, improving performance, and preventing reoccurrence:

- **Verbal Counseling:** This may be considered the initial step of progressive corrective action. Supervisors inform employees of unacceptable performance or improper conduct and communicate necessary actions to improve the deficiency. Management will also reiterate the verbal warning via email to ensure the message was received and both are clear on future expectations.
- **Written Counseling:** Supervisors are required to coordinate formal written performance improvement actions with the HR Department. This written documentation includes a statement regarding the reason for the corrective action, if applicable, references previous related incidents, and establishes expectations to correct the performance



concern to prevent re-occurrence. The appropriate Director or Executive Vice President must review written counseling documentation in advance of meetings with employees. A corporate representative must also be present during the presentation of written counseling. This ensures a balanced conversation has been conducted and a clear level of expectations have been set and agreed upon.

- **Expectations Memo:** This document is used for employees who have been in their position for six (6) months or less. The purpose of the memo is to address gaps in performance and reiterate job expectations.
- **Performance Improvement Plans (PIP):** PIPs are implemented when an employee is not meeting overall performance expectations in the execution of their job responsibilities. The intent of the Performance Improvement Plan is to remedy performance deficiencies. PIPs are developed and implemented for a period of sixty (60) days and can be extended at the discretion of management. The PIP contains objectives and performance standards which must be achieved over the course of the 60 days. Corporate Leadership meets weekly with the employee to monitor performance and provide constructive feedback. It is at the discretion of management to end a PIP in advance of the end of the assessment period if it is determined that the employee is not meeting expectations, or, if the employee has achieved PIP objectives and sustains performance expectations.
- **Separation of Employment:** If corrective action has not been successful, and/or if the employee commits a serious violation of Improvix's standards of conduct, the employee may be separated from Improvix. Though committed to a progressive approach to corrective action, Improvix reserves the right, as an at-will employer, to bypass progressive corrective action and move directly to other forms of corrective action up to and including immediate separation of employment.

## Tuition and Training Reimbursement Policy

Improvix is committed to investing in our personnel, including payment for work-related courses, certifications, degrees, trainings, workshops, seminars, trade shows, etc. We believe that it is in the best interest of each employee to regularly enhance and expand their skillsets, knowledge base, and experiences.

Full-time employees who have successfully completed their Introduction and Training Period are eligible for annual reimbursement of pre-approved expenses up to \$2,000 (annual maximum) per employee to accommodate ongoing professional growth.

Each year, during the semi-annual performance evaluations, we will set aside time to explicitly discuss professional growth opportunities such as training, workshops, shadowing, advanced education, etc., that aligns with your position's scope of work or any future positions that you wish to apply for.

### Tuition and Training Reimbursement Criteria

Improvix will provide reimbursement for tuition, books, trainings, conferences, certifications, and admission fees if:

- Full-time employee has completed their Introduction and Training Period and,
- Course/Training is directly related to the job held by the employee or future job opportunities at Improvix, or
- Considered to be of value to Improvix’s status with its Customers, and
- Taken from an accredited institution, college, or university.

Management will ensure the fair and equitable administration of this policy in accordance with Improvix's Equal Employment Opportunity and Non-Discrimination and Anti-Harassment Policies.

Reimbursement will be made for each course (up to the annual maximum) in which you receive the following grades:

Undergraduate courses	Grade C or higher
Graduate courses	Grade B or higher
Pass/fail courses	Pass
Certificate course	Certificate Received

An employee is **ineligible** for reimbursement if:

- The employee has received a disciplinary action within six months prior to his or her request for pre-approval. The employee's employment with Improvix is terminated (except for Company lay-off).

**If an employee receives tuition reimbursement and that employee’s employment with Improvix is terminated (except for Company lay-off) or if the employee resigns within one-year of the date of reimbursement, the employee will be required to reimburse Improvix the full amount of the tuition and/or training paid out to employee.**

### Training, Conference, and Seminar Policy

Improvix provides employees with access to training, conferences, and seminars to enable them to undertake their assigned activities and responsibilities with competence and confidence.

#### Training, Conference, and Seminar Criteria

Improvix classifies training (which includes certifications, conferences, and seminars) into three categories: Internal, Mandatory, and Individual.

- Internal Training: Most employee training will occur within the various Improvix Departments during an employee's Introduction and Training Period. Examples include

mandatory Security Briefings, Cybersecurity Awareness, and generalized Corporate orientation.

- **Mandatory Training:** Employees may be required to obtain training or attend a conference or seminar at the request of the Company or its customers.
- **Individual Training:** Where an employee identifies training, conference, or seminar needs outside of Internal or Mandatory Training. All Individual Training must meet the following requirements:
  - Training courses, seminars, conferences, and certifications must be directly related to the employee's current work or the future needs of Improvix.
  - The successful completion of the training must realistically be expected to enhance the employee's job performance.
  - The cost of the training course, seminar, conference, or certification must be competitively researched and provide the best value to the Company.
  - The employee must not have received a disciplinary action within six months prior to the request.

Improvix management will ensure the fair and equitable administration of this policy in accordance with Improvix's Equal Employment Opportunity, Harassment and Discrimination Policies. Improvix reserves the right to deny reimbursement for training that meets above referenced criteria but is not consistent with the intent of this policy, in its sole and absolute discretion.

#### Obtaining Mandatory or Individual Training

To obtain Mandatory or Individual Training, an employee must complete and/or update their annual Training Plan and submit it to the employee's immediate Supervisor for preliminary approval. Your Supervisor will review and validate the request and forward it to the HR Department for approval. Once the HR Department approves the application, the employee may take the Training.

#### Training Payment and Reimbursement

Improvix will either pay for or reimburse employees for training depending on the type and timing of the training. If the employee takes Mandatory Training, the Company will pay for the training in advance whenever permissible. **If an employee receives Individual Training and that employee's employment with Improvix is terminated (except for Company lay-off) within one-year of the date of payment or reimbursement, the employee may be required to reimburse Improvix the full amount of the training costs pursuant to the terms of the Training Plan.**

An employee is ineligible for reimbursement if their employment with Improvix is terminated (except for Company lay-off). All reimbursements are processed through Improvix's payroll system and may be subject to income tax. The payment of any taxes due is the sole responsibility of the employee.

### Training Records

Please advise the HR Department of all completed training activities to keep your training records up to date.

### Use of Company Property

Use of Company facilities and property are for Improvix employees and agents only. Personal use of Improvix property is prohibited. Employees may not allow other individuals to use any laptop computer and/or related equipment and accessories that have been provided to employee by Improvix. Office supplies, postage machines and mailing supplies, and other Company property are to be used solely for Company business purposes.

Each employee provided with a laptop by Improvix is responsible for the physical security of the laptop. All employees must take the following actions to ensure the physical security of Improvix laptops and/or other related equipment and accessories:

- When not in use, laptops must be locked with a password and caution taken when entering any company passwords on the laptop.
- Store the laptop in a locked cabinet or desk when not in use.
- Do not leave your laptop or any other equipment in your vehicle. If it is necessary to leave equipment in your vehicle for a very short period, it must be locked in the trunk of the vehicle.
- When using the laptop in public areas, do not leave the laptop unattended for any length of time.

### During travel:

- Do not pack your laptop or any other equipment in checked luggage.
- Attach a name tag or business card to your laptop to easily identify it during security checks or if lost.
- Store the laptop and any other equipment or accessories in a hotel room safe or locked suitcase when you are not in the room.

### Policy Violations

Violation of the terms and conditions set out in the policy and the Equipment and Laptop Liability Release Form will result in the restriction and/or removal of the Improvix laptop computers and/or related accessories and may result in further discipline up to and including termination of employment and/or other legal action.

If an employee's laptop and/or related equipment or accessories is stolen due to negligence, the employee will be responsible for the cost of replacing the laptop. Employees will sign an Equipment and Laptop Liability Hand Receipt Form to indicate receipt of the equipment and to authorize the deduction of wages in the event of total loss or damage.

### Electronic Media Usage Policy

As a condition of providing technology, Improvix enforces certain restrictions on its workplace use and restricts such use to company business purposes.

This policy must be followed in conjunction with other Improvix policies governing appropriate workplace conduct and behavior. Improvix complies with all applicable Federal, State, and local laws as they concern the employer/employee relationship, and nothing contained herein should be construed to violate any of the rights or responsibilities contained in such laws.

The internal communication systems, as well as the equipment used and data stored, are always and remain the property of Improvix. All messages and files created, sent, received, or stored within the system should be related to Improvix business and are and will remain the property of Improvix.

Improvix reserves the right to retrieve and review any message or file composed, sent, or received. Even in cases when a message or file has been deleted or erased, it is still possible to recreate the message.

Therefore, ultimate privacy of messages cannot be assured to anyone. Although e-mail and voicemail may use passwords for security, confidentiality cannot be guaranteed. It is possible for messages to be retrieved and viewed by someone other than the intended recipient. Improvix retains the Administrator rights of all IPX data, to include email.

### Guidelines for appropriate use of e-mail

When using Improvix e-mail and other forms of electronic communication, appropriate workplace etiquette must be observed. The guidelines for appropriate and effective e-mail and other forms of electronic communication include:

- Avoiding sensitive subject matter that should be addressed in person, if possible.
- Using correct grammar, spelling, and punctuation.
- Reading all messages and responding when requested or expected.
- Avoiding the use of all capital letters.
- Avoiding the "reply all" function (i.e., system wide distribution) when not necessary or intended.
- Saving, printing, or deleting messages after reading to avoid using the e-mail server as permanent storage.

### Guidelines for appropriate use of the Internet

Though Improvix encourages employee use of the Internet, while working on behalf of Improvix, its use is restricted to the following:

- Communicating with employees, vendors, or clients regarding matters within an employee's assigned duties.
- Acquiring information related to, or designed to facilitate, the performance of regularly

assigned duties.

- Facilitating performance of any task or project in a manner approved by an employee's Supervisor.

### Prohibited Use of E-Mail, Voice Mail, Internet, and Other Electronic Communications

E-mail, voice mail, and other electronic communications transmitted on Improvix equipment, systems, or networks may not contain any content that would reasonably be considered offensive, harassing, or disruptive to another individual. Offensive content would include sexual comments or images, racial slurs, gender-specific comments, or any comments that might be construed as offensive by a reasonable person based on race, age, sex, sexual orientation, religious or political beliefs, national origin, or disability.

Regarding Internet and e-mail access and use, employees should be advised that the company expressly prohibits use of their Improvix e-mail, Intranet, or O365 instance for the following activities:

- Dissemination or printing of copyrighted materials, including articles and software.
- Sending, receiving, printing, or otherwise disseminating proprietary data, trade secrets, or other confidential information of Improvix or its business counterparts in violation of company policy or proprietary agreements.
- Using offensive or harassing statements or language, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Operating a business, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Improvix.
- Sending chain letters or e-mails.
- Gambling or engaging in any other activity in violation of local, State, or Federal law.
- Circulating jokes, comics, or non-job-related computer graphics.

Nothing in this policy should be construed to prohibit conduct that is expressly permitted or protected under applicable federal, state, or local laws.

Employees who violate the Electronic Media Usage Policy may be subject to disciplinary action, up to and including termination of employment.

### Social Media Policy

Improvix understands that social media can be a fun way to share your life with family and friends. The use of social media, however, also presents certain risks and carries with it certain responsibilities. This is particularly true for our cleared personnel. This policy is intended to assist you in making responsible decisions about your use of social media.

"Social media" includes all means of communicating or posting content of any sort on the Internet, whether to your own or someone else's blog, journal, personal website, social

networking or affinity website, web bulletin board or chat room, including but not limited to, Facebook, Instagram, Twitter, or any other form of electronic communication.

Ultimately, you are solely responsible for what you post. Before creating online content, consider some of the risks that are involved.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake correct it quickly. Always be fair and courteous to Improvix employees, customers, and partners. If you decide to post complaints or criticism, avoid using content that could be reasonably viewed as malicious, obscene, threatening, disparaging, or that might constitute harassment, bullying, threatening, or similar inappropriate or unlawful conduct. Never post any information or rumors that you know to be false about the Company, co-workers, customers, suppliers, or competitors.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.

#### When using social media:

- Do not post Improvix trade secrets, policies, procedures, or any business-related confidential communications.
- Never post classified information.
- Do not comment on Improvix's facility security clearance level, or your own clearance level.
- Never represent yourself as a spokesperson for the Company. Be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, customers, or suppliers.
- Do not use Improvix email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Refrain from using social media while at work or on equipment we provide, unless it is work-related (i.e., advertising Improvix job opportunities or posting authorized corporate announcements).

Employees who violate the Social Media Policy may be subject to disciplinary action, up to and including termination of employment.

### EEO, Harassment, and Discrimination

It is the policy of Improvix not to discriminate or allow the harassment of employees or applicants as well as to afford an equal employment opportunity without regard to race, color, national origin, age, gender identity, marital status, sexual orientation, religion, citizenship (excluding positions requiring a security clearances), veteran status, military status, physical or mental disability, genetic information, or any other legally protected status.

Improvix's employment practices are designed to ensure that no discrimination occurs in all terms and conditions of employment, including but not limited to recruitment, advertising, job application procedures, selection, hire, assignment, training, transfer, promotion, demotion, compensation, benefits, layoff, recall from layoff, termination or other privileges of employment, provided the individual is qualified, with or without reasonable accommodation, to perform the essential functions of the job. All such decisions are based on the abilities and qualifications of the individual. Potential new hires are considered for employment opportunities based on merit, as measured against objective job requirements. We are committed to compliance with all applicable laws and regulations relating to equal employment opportunity, non-discrimination, and similar employee-related matters.

Employees and applicants will not be subjected to harassment, intimidation, threats, coercion, retaliation or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations.

Improvix will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals without a need to know, who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Improvix does not tolerate any form of harassment. We promote a safe workplace environment for all our employees and colleagues with whom we work with daily. Any form of sexual harassment or bullying will result in immediate disciplinary action and potential termination.

If you witness and/or experience direct harassment, please do not hesitate to notify the company's Chief Executive Officer, Aneesh Mehta. We will take proper steps to investigate any reported incident and respond accordingly. Employees who report complaints will not face any form of retaliation and their anonymity will be protected to the extent reasonably possible.

## Safety and the Violence-Free Workplace

Improvix Technologies is committed to providing a work environment in which every person is



treated with respect and dignity. Workplace violence is unacceptable and not tolerated. We prohibit retaliation against individuals reporting conduct they believe could be workplace violence, or for filing a claim, testifying, assisting, or participating in an investigation of workplace violence conducted by Improvix Technologies or by an agency, such as the federal Equal Employment Opportunity Commission (EEOC), the Office of Federal Contract Compliance Programs (OFCCP), or a state or local agency.

Improvix encourages employees to bring their disputes to the attention of their Supervisors or corporate management before the situation escalates. We will not discipline employees for raising such concerns.

Violations of this policy can lead to disciplinary action, including possible dismissal, and criminal prosecution as appropriate. Employees who engage in acts of violence, threats or intimidation, bullying, harassment, or those who refuse to cooperate in a fitness for duty evaluation in accordance with applicable law will be subject to disciplinary action appropriate to the circumstances of the violation, up to and including separation of employment.

Improvix is committed to the protection of the rights, healthy work environment, safety and security of its employees and customers. It is our intent to provide a work environment that is safe, healthy, and free from intimidation, hostility, or any other conditions that may interfere with the performance of your work duties.

Employees should report any behavior they witness or messages they receive that they regard as threatening or violent, when that behavior or communication is job related. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person/persons who were threatened or were the focus of the threatening behavior.

All employees, customers, vendors, and business associates should always be treated with courtesy and respect. Employees are expected to refrain from physical altercations, "horseplay" or other conduct that may be dangerous to others. Conduct that threatens, bullies, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated. Improvix resources may not be used to threaten, stalk, bully, or harass anyone at or outside the workplace.

Employees should promptly inform the Chief Executive Officer of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns regarding intimate partner violence. We are committed to supporting victims of intimate partner violence by providing referrals to the company's employee assistance program and community resources and providing time off for reasons related to intimate partner violence.

In the event an individual engages in violent or threatening behavior on Improvix property or uses any electronic means to make a threat against an employee, customer, visitor or other

people, the manager will take appropriate actions to ensure the safety of the workplace and Improvix employees is maintained. These actions may include removal from the premises pending the outcome of an investigation.

## Substance-Free Workplace

Improvix Technologies is committed to promoting and maintaining a safe, healthy, and productive work environment free of substance abuse for the benefit of its employees, customers, and the communities in which we operate. Safe work practices are a priority.

Employees must report to work unimpaired, in a mental and physical condition needed to enable employees to perform their jobs productively and in cooperation with other employees.

Recognizing that drug and alcohol abuse pose a direct and significant threat, Improvix is committed to ensuring a substance-free working environment for all its employees. Substances covered under this policy include alcohol, illegal drugs, inhalants, and prescription and over-the-counter drugs.

Improvix strictly prohibits the following at any company premise and place company business is conducted:

- Any acts of illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner.
- Any acts of unlawful manufacture, distribution, dispensing, possession, use of, or being under the influence of alcohol, controlled substances, drugs, narcotics, or any intoxicant.

An employee is considered impaired or under the influence if a substance:

- Impairs behavior and/or the ability to work safely and productively;
- Results in a physical or mental condition that creates a risk to your own safety, the safety of others, or company property; or
- Is shown to be present in your body, by laboratory evidence, in more than an identifiable trace.

Improvix Technologies may require a drug and/or alcohol screen at any time. An employee that violates any part of this policy is subject to adverse employment action up to and including dismissal and referral for criminal prosecution. We reserve the right to notify appropriate law enforcement officials regarding employees who engage in conduct and activities which violate this policy.

Management may approve, moderate alcohol consumption at certain off-premises, business-related meetings, or social gatherings.

## Americans with Disabilities Act Policy

Improvix Technologies is committed to providing a workplace culture that appreciates all employees and colleagues, regardless of any disability, medical condition, or history of disability. Improvix Technologies shall not discriminate against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, layoffs, compensation, training, or other terms, conditions, or privileges of employment.

Improvix Technologies will make our best effort to provide reasonable accommodations to qualified employees or applicants who notify the Company of his or her disability. Exceptions to this policy would occur only in the event that such reasonable accommodation presents an undue hardship to the company (i.e., overwhelming cost). Improvix Technologies encourages employees with disabilities to come forward and request an objective review for a reasonable accommodation knowing they are protected from discrimination under the ADA.

Improvix Technologies need not employ a person with a disability who poses a threat to the health and safety of any individual in the workplace, which threat cannot be eliminated by a reasonable accommodation.

Employees whose disability poses a direct threat to the health and safety of other individuals in the workplace will be placed on appropriate leave until the Company determines their employment status. For the purposes of this policy, the following definitions apply:

- A person who has a disability means a person that demonstrates he or she:
  - Has a physical or mental impairment that substantially limits one or more major life activities (such as walking, talking, seeing, hearing, or breathing),
  - Has a record of such impairment; or
  - Is regarded as having such impairment.

Essential Job Functions: activities that are core to performing an employee's job and that cannot be modified.

- Qualified Individual: an individual who:
  - Meets the job-related skillset and experience requirements; or
  - With or without reasonable accommodation, can perform the essential functions of the position that the individual holds or has applied for.
- Reasonable Accommodation: any step the Company may make to allow an individual with a disability to complete the requirements of their job. Such steps may include, but not be limited to:
  - Making existing facilities readily accessible and usable by individuals with disabilities,
  - Job restructuring,
  - Modifying work schedules,
  - Reassignment to a vacant position,

- Acquiring or modifying IT equipment, software, or devices,
  - Adjusting or modifying examinations, training materials or policies; or
  - Providing qualified readers or interpreters.
- Undue Hardship: An action requiring significant difficulty or expense for Improvix Technologies. The factors to be considered in determining an undue hardship include the following:
    - Nature and cost (initial and recurring) of the accommodation,
    - Number and extent employees impacted by the accommodation,
    - Overall financial resources and limitations of the Company; and
    - Operational limitations of the employee's worksite.

### Procedures for Requesting Reasonable Accommodation

Employees with a disability who believe they need reasonable accommodation to perform their essential job functions should contact the HR Department for an objective review of their circumstances. Upon receipt of your request, a member of the HR Department will meet with you to discuss and identify the precise limitations resulting from the disability and any potential reasonable accommodations that Improvix Technologies may be able to provide to assist in your professional success and job satisfaction.

Improvix Technologies perform thoughtful consideration and commitment to providing the requested accommodation. The Company will inform the employee of its determination in writing, and if applicable, how the Company will make the accommodation. If the accommodation request is denied, the employee will be advised of their right to appeal. The employee must submit a written statement to the HR Department explaining the reasons for the appeal. If the request for an appeal or the appeal is reviewed and denied, the denial of the accommodation will be Improvix Technologies' final determination.

**An employee or applicant who believes that he or she has been discriminated against should contact the Chief Executive Officer immediately.** All such inquiries or complaints will be treated as confidential to the extent permissible by law.

### Ethics

It is Improvix's standard of conduct and express policy that all dealings with our customers, suppliers, competitors, and co-workers will be conducted with the highest level of ethical behavior and in complete compliance with the spirit and letter of applicable laws and regulations.

Improper activities, or even the appearance of impropriety, could result in serious consequences to the company and employees involved in such activities. An employee's adherence to this policy is a significant indicator of the individual's judgment and competence and will be taken into consideration when evaluating future assignments and promotions. Insensitivity to, or disregard for, the principles set forth in this policy will be grounds for

disciplinary action, up to and including termination. No employee or covered third party shall, on behalf of Improvix, engage in any conduct that violates any law or is otherwise inconsistent with the highest levels of honesty and integrity. If any such conduct is found, Improvix shall comply with all reporting and disclosure requirements.

It is also Improvix's policy to foster a free and open atmosphere that allows and encourages employees and covered third parties to make inquiries, or to report possible business ethics violations or violations of law, regulations, policies, or procedures, in good faith, without fear of retribution or retaliation for making such reports or inquiries.

Improvix is committed to upholding the highest standards in all our interactions and business activities with the U.S. Government. We also ensure we protect taxpayer resources and provide high-quality services and products. Complying with all laws and regulations and ensuring fair competition are fundamental to our values.

## Whistleblower Policy / Reporting to Human Resources

Early reporting and intervention have proven to be the most effective methods of resolving actual or perceived disagreements or misconduct. We investigate any reported incidents and respond accordingly. Employees who report complaints will not face any form of retaliation and their anonymity will be protected to the extent reasonably possible. In the event the complainant would like to remain 100% anonymous, please make that request clear in your initial contact with your Supervisor or HR representative.

Each employee has a responsibility to cooperate honestly and fully in any investigation undertaken by the company. Improvix will maintain confidentiality throughout the investigation to the extent consistent with adequate investigation and appropriate corrective actions. Please keep in mind, failure to fulfill your obligations under this policy could affect your rights to pursue legal action in certain instances. Employees who violate Improvix's Whistleblower Policy may be subject to disciplinary action, up to and including termination of employment.

After completion of the investigation, Improvix will inform you of its decision and, if necessary, its responsive action to correct the situation. In all cases, the decision of the company shall be final. This policy should not be construed as preventing, limiting, or delaying Improvix from taking disciplinary action up to and including termination of employment in circumstances where Improvix deems such disciplinary action is appropriate.

### Reporting to Human Resources

If you believe you are subject to misconduct, we expect you to promptly advise the offender that his or her behavior is unwelcomed and request that it be discontinued. However, if (i) a situation persists that you consider detrimental to you or Improvix; or (ii) you have experienced or witnessed behavior that you believe is contrary to Improvix's policies, you have an obligation to inform management. In the event you need to do so, please adhere to the following steps and utilize the provided contact information below.

### Step One:

Discuss the concern, disagreement, or misconduct with your immediate Supervisor. If the issue has not been resolved, or if you feel discussing these matters with your Supervisor is inappropriate, you may proceed directly to Step Two.

### Step Two:

Request a meeting with an HR representative. To resolve the problem, the HR Department will conduct an investigation, and may review the matter with those who they deem necessary up to including Executive Leadership.

### Points of Contact:

- [HR@improvixtech.com](mailto:HR@improvixtech.com) – Human Resources
- [Zee.Paracha@improvixtech.com](mailto:Zee.Paracha@improvixtech.com) – Zeeshan Paracha / Director, Human Resources
- [Nicole.Short@improvixtech.com](mailto:Nicole.Short@improvixtech.com) - Nicole Short / Executive Vice President (EVP)
- [Aneesh.Mehta@improvixtech.com](mailto:Aneesh.Mehta@improvixtech.com) – Aneesh Mehta / Chief Executive Officer (CEO)

\*\*\* At any point, regardless of the matter, you are always welcome to reach out to Human Resources directly at [HR@improvixtech.com](mailto:HR@improvixtech.com). \*\*\*

## Courtesies

All Improvix employees are prohibited from giving or receiving business courtesies that constitute, or could be reasonably perceived as constituting, unfair business inducements or that would violate law, regulation, or policies of Improvix Technologies, the customer or the supplier or could cause embarrassment to or reflect negatively on Improvix's reputation.

Improvix specifically prohibits offering, giving, soliciting, or receiving any form of bribe or kickback-- these are criminal acts under federal and state laws. An employee may never use personal funds or assets to circumvent the provision of this policy. All business-related expenditures and reimbursements must be accounted for in accordance with approved Improvix policies and procedures.

Improvix is cognizant of the fact that its employees often have familial relationships as well as personal friendships with individuals with whom Improvix also has a business relationship—be it as a government customer, vendor, supplier, or subcontractor. Discretion and good judgment must always be exercised when giving/receiving gifts or other business courtesies to and from family and/or friends. To avoid real or apparent conflicts of interest, executive leadership should be consulted if the business courtesy (in whatever form) could be reasonably perceived as based on the business relationship between the parties rather than a family or personal association.

### Business Courtesies to Government Personnel

**Government Personnel Generally:** Federal, state and local government departments and agencies and similar foreign instrumentalities have rules concerning their employees'

acceptance of business courtesies from firms and persons with whom they do business or regulate. These rules may be complex, and, in some instances, Improvix's policy is even more restrictive than those rules. In all cases, Improvix employees are prohibited from offering or giving a business courtesy to a government employee where it is not permissible under applicable law or regulation.

**Federal Executive Branch Employees:** The US government has strict prohibitions against federal agency employees accepting business courtesies. Most business courtesies are prohibited, although the regulations do allow an executive branch employee to accept unsolicited business courtesies, other than cash or equivalent, as long as the value is \$20 or less per event or presentation and the aggregate value of individual business courtesies that particular federal employee received Improvix-wide does not exceed \$50 in a calendar year. It is important to note that the aggregate value includes all types of business courtesies, including advertising or promotional items, business meals, or transportation. In any situation where the cost of the business courtesy exceeds the \$20 limit or the \$50 aggregate, the government employee is obligated to pay the actual cost of the courtesy—not the difference. Although the government employee is responsible to comply with these limits, no Improvix employee will knowingly provide business courtesies that exceed those limits.

**Business Courtesies to Non-Government Personnel:** It is an acceptable practice for Improvix employees to provide meals, refreshments, entertainment, and other business courtesies of reasonable value to non-government customers provided this does not violate any law, regulation, or the standards of conduct of the recipient's organization. It is an Improvix employee's responsibility to inquire about prohibitions or limitations of the recipient's organization prior to offering any business courtesy. In all circumstances, the business courtesy must be consistent with marketplace practices, infrequent in nature and may not be excessive, lavish, or extravagant.

Improvix employees are prohibited from providing or offering gifts having a fair market value of \$100 or more to a person or organization with which Improvix does or seeks to do business. Local transportation may be provided to non-government personnel consistent with the standards of conduct of the recipient's organization. Non-local travel expenses are permitted when offered in conjunction with the viewing or evaluation of Improvix services or to accommodate other legitimate business activities—provided the expenses are reasonable under the circumstances.

#### [Acceptance of Business Courtesies by Improvix Technologies Employees](#)

In connection with Business Discussions: Improvix employees are prohibited from using their positions to solicit or obtain business courtesies. It is the personal responsibility of each employee, in consultation with executive leadership, to ensure that accepting such business courtesies is appropriate and could not be reasonably construed as an attempt by the offering party to secure favorable treatment. Any individual who performs a procurement, financial function, whose duties include negotiating contracts/ concessions or who may be in the position of being the decision-maker regarding the selection of a particular



supplier/vendor/subcontractor must be especially diligent in avoiding actions that could be perceived as favoritism or unfair.

## Benefits Overview

Improvix Technologies offers a comprehensive benefits package in which most plans start on the first day of employment, so there is no delay in coverage for you and your family. Benefits ranging from Health and Dental to 401k provide our employees with financial and health protection they deserve. Below is a high-level overview of Improvix’s benefits:

Benefit	Improvix offer
Health	Covers 70% premium of employee/family
Dental	Covers 70% premium of employee/family
Vision	Covers 70% premium of employee/family
401k	Company matches 50 cents for every \$1 invested up to a 6% total match (vested at 20% a year) <i>*** Eligibility upon completion of Introduction and Training Period ***</i>
Life Insurance	1x salary
Long-Term Disability	Company pays maximum 1 year
Short-Term Disability	Company pays maximum 6 months, up to 60% of your salary
Personal Time Off (PTO)	1st year of service with the company, you receive 3 weeks. After the completion of your 1st year of service, you receive 4 weeks.
Holidays	10 federal holidays
Parking	\$100 per month
Training	\$2,000 per year

## Paid Time Off (PTO) Leave Policy

Improvix is at its best only when its employees are at their best. Our policy for Paid Time Off (PTO) provides employees with the flexibility to use time off to meet personal needs.

Improvix provides PTO to all full-time employees for time away from work for personal activities. Part-time and temporary employees are not eligible for PTO leave.

You are responsible for managing your PTO account. Improvix does not differentiate between sick time or vacation time. It is important that you plan for how you will use it. This means developing a plan for taking your vacations, sick leave, doctor's appointments, and medical



procedures, as well as mental health breaks or personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses. There is no rollover; employees may not carryover any unused PTO from one calendar year to the next. You are required to provide your Improvix Supervisor and Government client Supervisor (if applicable) with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your Supervisor to prepare for your time off and assure that all coverage and deliverables are met in your absence.

There may be occasions, such as sudden illness, when you cannot notify your Supervisor in advance. In those situations, you must inform your Supervisor of your circumstances as soon as possible.

**PTO Leave**

All full-time Improvix employees are eligible for PTO. Part-time and temporary employees are not eligible. While in the Introduction and Training Period (i.e., first 90-days of employment), Improvix reserves the right to refuse PTO requests to ensure the policy is not abused. We understand that emergencies happen, and in the event that you must use PTO during your first 90-days, you must provide Improvix with proper documentation of the illness/reason for absence and receive written authorization.

PTO is provided to full-time employees as follows:

1-12 months of service	15 days or 120 hours per year (10 hours per month)
>12 months of service	20 days or 160 hours per year (13.33 per month)

- Employees will receive the yearly allotted amount of PTO on the first of each calendar year.
  - This breaks down to 10hrs per calendar month within your first 12 months of service, or “work year”, then 13.33 hours per calendar month thereafter:
    - Example: If your first “work year” anniversary is March 2021, you will receive a preloaded balance of 153.33 hours on 1/1/21. January and February 2021 are worth 10 hours each. March to December 2021 are worth 13.33 hours each month. On 1/1/2022, you would receive the full amount of 160 hours as you have completed your first “work year”.
- The PTO listed on your paystub is the maximum amount that can be used in the calendar year.
- The amount of PTO that you receive is contingent on your years of service.
- PTO will be prorated for new employees based on the month of hire and will receive the remaining PTO allotted for that calendar year.

**Requesting Leave**

**All leave must first be approved by your Improvix Supervisor prior to any discussion with customers or customer leads.** All leave must be requested in writing, scheduled in advance, and approved by the employee's Supervisor prior to the employee’s first day of leave. For full

day absences, employees must record the same number of PTO hours as the employee's regularly approved work schedule. Employees who work at Client Sites must also follow their onsite policies and procedures, as applicable.

Supervisors will respond to leave requests within three business days. Supervisors will only disapprove leave requests if an employee's PTO may negatively impact meeting critical deadlines, completing key deliverables, and/or significant impact to staffing/coverage requirements. Employees are encouraged to make arrangements to complete tasks and arrange for alternative coverage with colleagues and teammates prior to requesting/scheduling their leave. Improvix will resolve conflicts between two or more employees' requests fairly. Generally, preference will be given to the employee who makes the request first, but other factors may be considered including seniority and the amount of vacation already taken by the employees involved.

When a holiday falls during a scheduled vacation, the holiday is not counted as a vacation day.

## PTO Ceiling and LWOP

Each employee will receive a maximum of 160 hours of leave during a calendar year. **The employee may not carry over any PTO leave due to Improvix providing the full allotment in advance.** In special circumstances, Leave Without Pay (LWOP) may apply if all PTO has been used.

## Termination of Employment

**When employment terminates, all unused PTO will be forfeited, as it has not been accrued, and will not be paid out.** Employees may not use vacation leave after they have resigned. Previously approved vacation leave that falls within the resignation notice period may be denied at the Company's discretion.

## Holiday Leave Policy

Improvix recognizes the following 10 paid holidays each year:

New Year's Day	Independence Day	Thanksgiving Day
Dr. Martin Luther King, Jr. Day	Labor Day	Christmas Day
Presidents' Day	Columbus Day	
Memorial Day	Veterans' Day	

Please see the OPM site for applicable dates: [www.opm.gov](http://www.opm.gov).

Employees assigned at a worksite where the customer observes alternate dates must observe the holiday schedule of the customer.

If an employee who works onsite is required to work on a Company holiday due to Customer requirements, you may either: (i) request approval from your Supervisor to select an alternate

day off in lieu of the designated holiday within the same pay period; or (ii) elect to receive your holiday pay by recording the holiday time on your timesheet.

The following conditions apply to the Company's holiday leave policy:

- If a holiday falls on a weekend, it will be observed on the workday observed by the Government.
- Holiday pay will not be considered as time worked for overtime calculations.
- Holiday pay is computed at an employee's base rate of pay; and
- Holidays will not be paid to employees on any type of unpaid leave.

**Improvix reserves the right to withhold holiday pay if an employee takes unscheduled leave on the day before or day after a holiday.**

## Recording Time Off

You must record all PTO usage in Improvix's time keeping system. Employees are required to track absences for illness, work related illness/injury, or vacation time. The amount of PTO used and available will appear on employee's paycheck stub.

## Family and Medical Leave

The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. Employees are eligible to take FMLA leave if they have worked for Improvix Technologies for at least 12 months and have worked for at least 1,250 hours over the previous 12 months. Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a child or placement of a child for adoption or foster care.
- To bond with a child (leave must be taken within 1 year of the child's birth or placement).
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition.
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job.
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by

reducing the time he or she works each day or week for a single qualifying reason.

For current information regarding FMLA including fact sheets, detailed definitions, and up-to-date regulations, please visit the Department of Labor's website at [www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla). To the extent state or local laws provide a greater benefit to the employee than this policy, those laws shall apply. Applicable state and local laws will be reviewed by the leave administrator upon receipt of an FMLA request.

During the time you are on FMLA, you will need to pay the same benefit premiums (medical, dental, vision etc.) you pay while actively working. Payment information will be mailed to your home address on file. Failure to make payments could result in loss of benefit coverage.

## Jury Duty

Improvix supports employees serving on jury/witness duty as a civic responsibility and provides for periods of paid absence to protect employees from loss of income under these circumstances. An active full-time employee is eligible for forty (40) paid juror or witness service hours per summons, which may be charged to the applicable jury/witness duty pay code. A part-time benefit-eligible employee (who works at least 30 hours per week) is eligible for pro-rated hours based on their actual missed work time. For example, if the regular part time schedule is to work Monday/Wednesday/Friday, jury duty will be reimbursed for time missed on Monday, Wednesday, or Friday during the assigned jury duty week, but not on Tuesday and Thursday.

When an employee is summoned to serve on a jury or to serve as a witness, they must present the jury summons or subpoena to their manager in advance of the jury/witness duty. Employees should use the applicable pay code for jury/witness duty so long as the employee is not a party to the legal action, and/or is not appearing as a witness against Improvix Technologies.

To the extent state or local laws provide a greater benefit to the employee than this policy, those laws shall apply. Employees can submit any questions regarding their jury duty leave by emailing [payroll@improvixtech.com](mailto:payroll@improvixtech.com).

## Military Leave

Improvix Technologies provides military leave for those who perform services in the Uniformed Services in accordance with USERRA (The Uniformed Services Employment and Reemployment Rights Act). Improvix offers differential pay for up to two weeks for reservist training or up to 6 months for active duty, upon submittal of proper documentation to [payroll@improvixtech.com](mailto:payroll@improvixtech.com).

During the time on military leave, employees will pay the same benefit premiums (medical, dental, vision etc.) you pay while actively working. Payment information will be mailed to your home address. Failure to make payments could result in loss of benefit coverage.

If military leave continues longer than six months, the employee becomes eligible to continue medical, dental, vision and FSA coverage through COBRA. COBRA information will automatically be sent to the employee's home address on file.

For additional information regarding USERRA including fact sheets, detailed definitions and up-to-date regulations please visit the Department of Labor's website at [www.dol.gov/vets/programs/userra](http://www.dol.gov/vets/programs/userra).

## Bereavement Leave

Improvix provides up to three (3) paid days off due to the death of an immediate family member. Immediate family member is defined as a spouse, domestic partner, child, parent, or sibling, to include any alternate versions of these relationships modified by great, grand, in-law, step or half. Days off may be taken on or after the day of death and need not be consecutive days. Employees are responsible for communicating to their manager the request for bereavement leave as soon as possible (but not later than the first day of absence), informing management as to whether the days are to be consecutive and using the appropriate bereavement code in the timecard/timekeeping system. Manager approval of the employee's timecard is considered approval of the use of bereavement leave. Funeral leave may be granted on more than one occasion during the year. Funeral leave will only be time off with pay from regularly scheduled work.

## Short Term and Long-Term Disability Leave

Short and Long-Term Disability Leaves are absences from work due to pregnancy or a non-work-related illness, injury, or accident. All Short- and Long-Term Medical leave requests are processed in accordance with Improvix's disability plans and State-mandated disability plans.

Compensation is paid during a disability from Improvix's third party administrator once the leave has been certified and approved.

While on approved disability leave, the employee will be paid 66 2/3 of pre-disability base pay from Improvix's third party disability administrator on a weekly basis for as long as the disability is approved. The employee and their doctor will be asked to submit medical documentation to obtain approval.

Under some circumstances, employees on an approved disability may be released to return to work in a limited duty capacity while remaining on disability and transitioning back to work. Any restrictions regarding this are determined by the disability administrator and the employee's doctor. Improvix managers will attempt to meet the requested accommodations but customer requirements and contract specifications will need to be met under all circumstances.

If the employee elected a Long-Term Disability plan, benefits begin on the 180th day of continuous approved disability. Long-Term Disability benefits are non-taxable.

When disability ends, and the employee can return to work, the employee must provide a release to return to work from the doctor to [HR@improvixtech.com](mailto:HR@improvixtech.com) and notify their Supervisor. This release must be received prior to the employee's first day back at work. FMLA leave runs concurrently with Short and Long-Term disability leaves.

During the time on disability, employees pay the same benefit premiums (medical, dental, vision etc.) you pay while actively working. Payment information will be mailed to the home address on file. Failure to make payments could result in loss of benefit coverage.

### Worker's Compensation Leave

Improvix has Workers' Compensation and Employers Liability insurance which provides coverage of medical costs and lost wages to employees who are injured or become ill while on the job. This leave is processed in accordance with state Worker's Compensation laws or the Defense Base Act. Should an employee sustain a work-related injury or illness, even if the injury appears to be minor, he/she must immediately notify his/her department Supervisor and [HR@improvixtech.com](mailto:HR@improvixtech.com).

FMLA runs concurrently with Workers' Compensation Leave. During a worker's compensation leave, the employee will pay the same benefit premiums (medical, dental, vision etc.) paid while actively working. Payment information will be mailed to the home address on file. Failure to make payments could result in loss of benefit coverage.

## Appendix I: Privacy Statement

### Introduction

This Employee Privacy Policy Statement (the Privacy Policy) contains the policies, procedures and practices to be followed by Improvix Technologies, Inc. and any of its present or future subsidiaries (the Company) pertaining to the collection, use and disclosure of personal information (the Personal Information) of an identifiable person (the Individual) that is a present, future or former employee of the Company.

The Company recognizes the confidential nature of the Personal Information in its care and is accountable for the compliance of itself and its directors, officers, management, employees, representatives and agents including consultants and independent contractors (the Staff) in protecting this Personal Information.

For the purpose of this Privacy Policy, the term 'Personal Information' has the meaning of any information or collection of information in any form, whether oral, electronic or written that pertains to the Individual excluding information that is publicly available in its entirety. Personal Information will also include any publicly available information that is combined with non-publicly available information.

Personal Information includes but is not limited to name, home address, home phone number, home email address, identity verification information, Social Security Number, physical description, age, gender, salary, education, professional designation, personal hobbies and activities, medical history, employment history, credit history, contents of resume, references, interview notes, performance review notes and emergency contact information.

Personal Information will not include the Individual's business title, and business address and contact information when used or disclosed for the purposes of reasonable business communication.

The Company will implement policies and procedures that give effect to this Privacy Policy including procedures to protect and secure Personal Information, procedures to receive, investigate and resolve complaints, procedures to ensure adequate training of the Staff concerning the Company's privacy policies, and procedures to distribute new and current information pertaining to the Company's Privacy Policy.

### Corporate Privacy Policy

The Company and the Staff will at all times respect the confidentiality of the Personal Information placed in its care. The Company will endeavor to ensure that the policies affecting the collection, storage and disclosure of Personal Information reflect the confidential nature of the information.

The Company will comply with all applicable privacy legislation and regulations in force now and in the future related to protecting the confidentiality of Personal Information.

### Purposes for which Personal Information is Collected

Personal Information will be collected, used and disclosed for purposes pertaining to the Individual's employment relationship with the Company, including but not limited to the administration of employee hiring, performance reviews, the administration of employee payroll, processing of employee benefit claims, and for the purpose of complying with all applicable labor and employment legislation.

The purposes for collecting Personal Information will be documented by the Company. Personal Information will only be used for the stated purpose or purposes for which it was originally collected. The purposes for which Personal Information is being collected will be identified orally or in writing to the Individual before it is collected. The person collecting the information will be able to explain the purpose at the time that the information is collected.

The Company may use Personal Information for a purpose other than the originally stated purpose where the new purpose is required by law or where the Company has obtained consent in writing from the affected Individual for each new purpose.

### Knowledge and Consent

Knowledge and consent are required from the affected Individual for the collection, use and disclosure of all Personal Information subject to exceptions noted elsewhere in the Privacy Policy statement. Consent will not be obtained through deception or misrepresentation. Any use or disclosure of Personal Information will be within the reasonable expectations of the Individual. Subject to legal and contractual obligations, an Individual may withdraw their consent on reasonable notice.

### Legislation and Regulation

Where the Company has Individuals living and working in different jurisdictions the specific rights and obligations of Individuals may vary between jurisdictions.

The Company is subject to the privacy legislation in all jurisdictions in which the Company operates. If any term, covenant, condition or provision of this Privacy Policy is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the intent of this Privacy Policy that the scope of the rights and obligations of the Privacy Policy be reduced only for the affected jurisdiction and only to the extent deemed necessary under the laws of the local jurisdiction to render the provision reasonable and enforceable and the remainder of the provisions of the Privacy Policy statement will in no way be affected, impaired or invalidated as a result.

Where this Privacy Policy provides greater rights and protections to the Individual than the available governing law, the terms of this Privacy Policy will prevail wherever allowed by law.

### Scope and Application



The rights and obligations described in this Privacy Policy will apply to all Individuals. The Company and the Staff must comply with the policies, procedures and practices described in the Privacy Policy.

#### Collection of Personal Information

The type and amount of Personal Information collected by the Company will be limited to the minimum necessary to accomplish reasonable business purposes. Personal Information will not be collected maliciously, indiscriminately or without a reasonable business purpose. Personal Information will be collected using fair and lawful means.

#### Access by Authorized Company Representatives

All Personal Information will be released internally only on a need-to-know basis. During normal and reasonable business practices it is the policy of the Company to grant designated Company representatives' access to Personal Information files. This access will not exceed that necessary to accomplish the specific business function of the Company representative nor the purpose for which the information was originally collected.

#### Accuracy of Personal Information

The Company will endeavor to ensure that all Personal Information collected is accurate and validated using reasonable business practices and procedures. The Company is also committed to ensuring that the Personal Information remains accurate for the purpose for which it was collected.

#### Rights of Access and Correction

The Company will make reasonable efforts to ensure that Personal Information is at all times complete and accurate for its stated purpose.

An Individual may apply for access to their Personal Information by submitting a request in writing along with adequate proof of identity to an authorized personnel officer. Where the application is made in person the requirement for proof of identity will be at the discretion of the personnel officer. The Individual will be provided with a copy of all available information that is not subject to restriction as described in this Privacy Policy. The Company may elect to provide sensitive medical information (the Medical Information) through a licensed medical practitioner. All Personal Information and Medical Information will be provided at no cost or at a minimal cost that is not prohibitive.

The Company will also provide a specific summary of how the Personal Information has been used and to whom it has been disclosed. Where a detailed account of disclosure is not available, the Company will provide a list of organizations to which the Personal Information may have been disclosed.

The Personal Information disclosed to an Individual must be in a form that is reasonable and understandable. Where the meaning of information is not clear then translations and explanations will be provided without additional cost.

Where an Individual suspects that an error exists in their Personal Information, the Individual may submit a request in writing for correction. This request should include any relevant information substantiating the error and should describe the correction to be made. The Company will make all reasonable efforts to address any request for correction.

Where the Individual successfully demonstrates an error in their Personal Information the Company will make appropriate corrections. Any modifications, additions or deletions to the Individual's Personal Information will be made only by an authorized personnel officer. Where a request for correction is not successful, the details and substantiating evidence of the request will be recorded and retained by the Company.

The Company will endeavor to respond promptly to any reasonable request for disclosure and correction made by an Individual to ensure the continued accuracy of Personal Information.

In some instances, the Company may be required to limit access to Personal Information because of statutory or regulatory requirements. In all instances, however, the Company will make all reasonable efforts to comply with the Individual's request for access and correction to the extent of what is allowed by statute or regulation.

The Company may refuse access to portions of the Personal Information of an Individual where it is found to contain Personal Information pertaining to another Individual.

#### Use and Disclosure of Personal Information

The Company and the Staff will keep confidential all Personal Information in its control except where one or more of the following conditions apply:

- a. where the disclosure is for the purpose of providing employment references to prospective employers and where the Personal Information disclosed is limited to information considered reasonably necessary for the purpose of providing employment references.
- b. Where the Company is permitted or required to do so by applicable legislation or regulation.
- c. Where the disclosure is directed to health benefit providers and where the purpose of the disclosure is in accord with the purposes for which the Personal Information was originally collected.
- d. Where the disclosure is required by authorized government representatives who are acting to enforce any federal or state law or carrying out an investigation relating to the enforcement of any federal or state law or gathering information for the purpose of enforcing any federal or state law.
- e. Where the Company is required to comply with valid court orders, warrants or subpoenas or other valid legal processes.
- f. In an emergency to protect the physical safety of any person or group of persons.

### Disclosure Log

The Company will take reasonable care to maintain a disclosure transaction log that accurately records all use, corrections, additions, deletions and disclosures including the names of all parties enabling the transaction. Where the Personal Information of the Individual is disclosed to any person or organization, the name of the person or organization to which the Personal Information is disclosed will be recorded along with a reasonably thorough description of the purpose of the disclosure.

### Medical Information

Where Medical Information is collected pertaining to an Individual, the Company will store and secure all Medical Information with a greater level of protection and in a separate location from Personal Information. Access to Medical Information will be restricted to Company personnel (the Medical Information Personnel) specifically selected for this task. The Company will take all reasonable care in selecting the Medical Information Personnel recognizing the extreme sensitivity and confidentiality of all Medical Information.

In all cases, any disclosure of Medical Information by the Company to any third party or agency will require the written consent of the affected Individual for each instance.

### Confidentiality of Drug and Alcohol Results

Any documentation collected by the Company related to drug or alcohol impairment test results will remain strictly confidential and will be stored and secured in a separate location from Personal Information and will be safeguarded with a greater level of protection.

Any documentation collected by the Company related to drug or alcohol impairment test results may not be disclosed except:

- a. To the Individual or any other person designated in writing by the Individual.
- b. To the Company employee designated to evaluate these test results.
- c. As ordered by any government agency authorized by law or any court having jurisdiction.

### Ownership of Personal Information

All Personal Information collected by the Company in compliance with this Privacy Policy are business records of the Company and as such will remain the property of the Company. The Company has the right to retain all Personal Information collected subject to the retention limits described in this Privacy Policy.

### Retention and Disposal of Personal Information

Any Personal Information collected by the Company will be retained by the Company during the period of active employment of the Individual as well as during the post-employment period only as long as the Personal Information is required to serve its original purpose or as directed by applicable legislation or regulation.

Personal Information that is no longer needed for its stated purpose will be destroyed, erased or made anonymous.

The Company will ensure that all practices and procedures relating to the disposal of Personal Information will respect the fundamental policy of confidentiality. All Personal Information disposal procedures, including the disposal of computerized data storage devices, will ensure the complete destruction of Personal Information so that there will be no risk of subsequent unauthorized disclosure of Personal Information.

#### Deceased Individuals

The rights and protections of the Company's Privacy Policies will extend to deceased Individuals.

#### Security

The Company will take and enforce all reasonable security measures appropriate for the sensitivity of the information to ensure that all Personal Information for every Individual is protected against any form of unauthorized use including but not limited to accidental or malicious disclosure, unauthorized access, unauthorized modification, unauthorized duplication or theft.

Methods of security will include but not be limited to the following:

- a. Physical security including locked filing cabinets and secure access offices.
- b. Organizational security including security clearances and access limited on a need-to-know basis.
- c. Technological security including passwords and encryption.

The Company will educate and inform all Staff regarding the Privacy Policy and related procedures and on the importance of confidentiality of Personal Information and will monitor compliance with the Privacy Policy and may observe and investigate the information management practices of all Staff having care of Personal Information.

#### Knowledge of Unauthorized Disclosure

Responsibility for the security of Personal Information is a responsibility that the Company holds in very serious regard. Any Staff having knowledge of an impending unauthorized disclosure, whether intentional or unintentional, and who fail to act to prevent the unauthorized breach will be subject to sanction as described in the Enforcement section of this document including the immediate dismissal of the offending Staff.

#### Enforcement

All Staff having care over Personal Information must comply with the policies, procedures and practices described in the Privacy Policy. Any breach of any term or condition of this Privacy Policy, whether intentional or unintentional, including but not limited to the unauthorized disclosure of Personal Information is grounds for disciplinary action up to and including the

immediate dismissal of any and all responsible Staff. Any breach of any term or condition of this Privacy Policy, whether intentional or unintentional, is grounds for dismissal with cause.

#### Compliance with Privacy Policy

The Company will have a procedure that will allow Individuals to challenge the Company's compliance with this Privacy Policy. The Company will also have procedures to promptly respond to Privacy Policy compliance challenges.

The Company will make all reasonable efforts to investigate and respond to compliance challenges relating to this Privacy Policy. Where a challenge is well founded the Company will take action to correct any outstanding problems up to and including amending the Privacy Policy and related procedures.

#### Mediation and Arbitration

In the event a dispute arises out of or in connection with this Privacy Policy, the parties will first attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Commonwealth of Virginia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Commonwealth of Virginia.

## Appendix II: Business Continuity (Closures, Emergencies, Govt. Shutdowns)

It is essential that the company has policies and procedures in place to ensure business continuity in the event of natural disasters and can counteract major disruptions to its activities and protect critical business processes from the effects of major failures or disasters and ensure their timely resumption. Risk and disruption can be reduced to an acceptable level through a combination of preventative and recovery controls.

Occasionally inclement weather, emergencies, government shutdowns, power outages, etc., occur which have the potential to cause a significant disruption in service to our customers if not addressed. In order to ensure that we are continuing to provide excellent service to our customers during these disruptions, we have a process in place to address this.

The objective is to counteract interruptions to business activities and to protect critical business processes from the effects of major failures of information systems or disasters and to ensure their timely resumption. Improvix is prepared in case an unexpected event occurs, which could have a significant effect of the provision of IT services within the Company.

In the event of a disruption (inclement weather, government shutdown, power outage, emergency, etc.) HR will send off an email that HQ is now closed and for HQ employees to work from home since our mail and documents are in the Cloud and accessible from anywhere. Everyone at Improvix also has a cell phone that has access to everything we need to continue to support our customers.

For employees on contracts at customer locations, they will follow the process in the contract if a decision is made by our customer/client to close a work site. Essential employees will still report to their work and those allowed to work from home will be instructed to do so by their PM and according to their contract.

### Appendix III: COVID-19 Telecommuting Policy

Per Executive Order 53 enacted by Ralph Northam, Governor of Virginia; all non-essential businesses are to utilize telework as much as possible to mitigate the spread of the Novel Coronavirus (COVID-19). Improvix has taken the health and well-being of the employees and their families very seriously and have put in place the proper occupancy limitations and cleaning practices to maintain a clean and safe work environment in the office. However, to limit the number of occupants working in the office, we have moved many employees into telecommuting roles. **We expect all employees telecommuting to adhere to the Telecommuting and the Usage of Company Equipment Policies and continue to produce excellent work.**

Due to this extraordinary circumstance, we expect telecommuting employees to have open and ongoing communication with their Supervisors and management. We believe keeping one another apprised of the events of the workday will help identify in advance any job duties or responsibilities that cannot be performed or a need of assistance from other team members. We ask that you promptly notify your Supervisor in the event personal circumstances interfere with your ability to fully perform your job duties. If it is deemed appropriate, Management will then make any necessary modifications to work hours, responsibilities, and deadlines if it is felt that modifications will aid productivity.

As previously stated in the Business Continuity Policy, employees on contracts at customer locations, they will follow the process in the contract if a decision is made by our customer/client to close a work site. At this time, all essential employees will still report to their work and those allowed to work from home will be instructed to do so by their Supervisor and according to their contract.