



# EMPLOYEE HANDBOOK

**2021**

Flashbay Inc. | 340 Cramer Creek Court | Dublin, OH 43017

# TABLE OF CONTENTS

<b>WELCOME TO FLASHBAY INC.</b> .....	<b>5</b>
<b>FLASHBAY INC. VALUES</b> .....	<b>5</b>
Performance .....	5
Innovation .....	5
Perseverance .....	5
Integrity .....	5
Agility .....	5
<b>FLASHBAY INC.'S STRUCTURE</b> .....	<b>5</b>
Right to Revise .....	6
<b>SECTION 1</b> .....	<b>6</b>
<b>POLICIES &amp; PROCEDURES</b> .....	<b>6</b>
1.1 Employment At-Will .....	6
1.2 Equal Employment Opportunity .....	6
1.3 Anti-Harassment & Anti-Discrimination .....	6
1.4 Genetic Information Nondiscrimination .....	7
1.5 Workplace Accommodations .....	8
1.6 Breastfeeding .....	8
1.7 Employment Eligibility Documents .....	8
1.8 Employment of Relatives .....	8
1.9 Open Communication / Dispute Resolution .....	9
1.10 Direct Relationship Philosophy .....	9
1.11 Confidential and Propriety Information .....	9
1.12 Ethics and Conflicts of Interest .....	9
1.13 Solicitation/Distribution .....	9
1.14 Bulletin Boards .....	10
1.15 Background Screening .....	10
1.16 Secondary Employment .....	10
<b>SECTION 2</b> .....	<b>10</b>
<b>EMPLOYMENT STATUS &amp; RECORDS</b> .....	<b>10</b>
2.1 Employment Records .....	10
2.2 Introductory Period for Benefits .....	10

2.3 Employment Classification ..... 10

**SECTION 3..... 11**

**WORKING CONDITIONS & SAFETY ..... 11**

3.1 Hours of Work ..... 11  
3.2 Electronic Systems and Communications ..... 11  
3.3 Personal Electronic Devices ..... 11  
3.4 Social Media..... 11  
3.5 Personal Property ..... 12  
3.6 Right to Search/No Privacy Expectations ..... 12  
3.7 Smoke Free Workplace ..... 12  
3.8 Safety and Health ..... 13  
3.9 Injury/Illness on the Job ..... 13  
3.10 Distracted Driving..... 13  
3.11 Weapons Policy ..... 14  
3.12 Violence in the Workplace ..... 14  
3.13 Telecommuting Policy ..... 14

**SECTION 4..... 15**

**TIMEKEEPING, PAYROLL & COMPENSATION ..... 15**

4.1 Payday ..... 15  
4.2 Direct Deposit..... 15  
4.3 Overtime..... 15  
4.4 Correction to Pay ..... 15

**SECTION 5..... 17**

**BENEFIT PROGRAMS ..... 17**

5.1 Eligibility for Benefits ..... 17  
5.2 Health and Welfare Benefits ..... 17  
5.3 Continuation of Healthcare Coverage (COBRA) ..... 17  
5.4 Workers Compensation ..... 17

**SECTION 6..... 17**

**TIME OFF & LEAVES OF ABSENCE..... 17**

6.1 Vacation .....	17
<b>Eligibility .....</b>	<b>18</b>
<b>Accrual.....</b>	<b>18</b>
<b>Vacation Carryover .....</b>	<b>18</b>
<b>Scheduling Vacation .....</b>	<b>18</b>
<b>Vacation Use .....</b>	<b>18</b>
6.2 Holidays .....	18
6.3 Sick Leave.....	19
6.4 Personal Leave Time .....	19
6.5 Maternity Leave .....	19
6.6 Extended Leave of Absence .....	19
6.7 Military Leave .....	20
6.8 Bereavement Leave .....	21
6.9 Jury Duty / Witness Service .....	21
7.1 Attendance and Punctuality .....	21
7.2 Drug Free Workplace and Substance Abuse .....	21
7.3 Conduct Rules .....	22
7.4 Corrective Action.....	23
7.5 Dress Code .....	23
7.6 Resign Employment by No Call / No Show .....	24
7.7 Leaving Flashbay Inc. ....	24
Policy Changes .....	24
 <b>ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK.....</b>	 <b>25</b>

## WELCOME TO FLASHBAY INC.

Welcome – we are thrilled to have you join us! We are committed to teamwork and a desire for everyone working here to be successful. One way to ensure success is for you to thoroughly read and understand our handbook. This handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. We have a great team and with you, we know it will be even better.

If you have questions, please feel free to speak to your Supervisor or Human Resource representative.

## Flashbay Inc. Values

This is a reminder of Flashbay Inc.'s values which all members of Flashbay Inc. should embody and uphold.

### **Performance**

We get things done.

### **Innovation**

We try new things.

### **Perseverance**

We never surrender.

### **Integrity**

We are true to our core.

### **Agility**

We can adapt.

## Flashbay Inc.'s Structure

While our factory is a hierarchical structure, we continue to maintain an uncomplicated, flat structure for Flashbay UK and USA.

(Please see FLASHBAY INC.'S STRUCTURE in the Employee Center for a current Organizational Chart.)

## Right to Revise

This handbook is your information guide to Flashbay Inc. It has been prepared to provide employees with a general overview of our policies, procedures and benefits. It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. Further, this information guide is not intended to create, nor does it create, a contract of employment or contract for benefits for any specific term, either express or implied, between you and Flashbay Inc.

Although it is not a contract or a legal document, it is important that all employees read, understand and follow the provisions of this handbook. Further, circumstances will undoubtedly require that policies, practices and benefits described in this information guide may need to be clarified, modified or revoked. Flashbay Inc. may, at any time, in its sole discretion, modify or vary anything stated in this Handbook— except as required by law, and except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the President of Flashbay Inc.

This handbook supersedes and replaces any previous version.

## SECTION 1 POLICIES & PROCEDURES

### 1.1 Employment At-Will

It is the policy of Flashbay Inc. that all employees are employed at-will. This handbook is not a contract guaranteeing employment for any specific duration. This means that either you or Flashbay Inc. may terminate employment at any time, for any reason, with or without cause or notice. Please understand that no representative of Flashbay Inc. other than the President has the authority to enter into any individual agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the President shall not be enforceable unless it is in writing.

### 1.2 Equal Employment Opportunity

As an equal opportunity employer, Flashbay Inc. does not discriminate in its employment decision on the basis of race, religion, color, national origin, sex, pregnancy, childbirth and related conditions, lactation status, gender identity, sexual orientation, age, disability, veteran or military status, genetic information, ancestry natural hair types and hair styles commonly associated with race, head wraps commonly associated with race, culture or religion, or any other protected status as required by law. Flashbay Inc. also does not discriminate in its employment decisions on the basis of those individual who are limited by pregnancy, childbirth and/or related medical decisions. Our

management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training and general treatment during employment, including religious accommodations.

Any employees with questions or concerns about any type of discrimination in the workplace or other violation of this policy should bring these issues to the attention of their immediate supervisor or Human Resources. Employees can raise concerns and make reports without fear of retaliation. No employee will be subject to, and Flashbay Inc. prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims. Any violation of this policy will not be tolerated and will result in appropriate disciplinary action, up to and including termination.

Flashbay Inc. will promptly investigate the facts and circumstances of any claim this policy has been violated and take appropriate corrective measures. Anyone found to be engaging in any type of discriminatory behavior in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Further, anyone who retaliates against an employee for bringing forth a complaint about behavior that violates this will be subject to disciplinary action up to and including termination.

### 1.3 Anti-Harassment & Anti-Discrimination

Flashbay Inc. strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. Flashbay Inc. believes that discrimination and/or harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Flashbay Inc. prohibits discrimination and/or harassment that is sexual, racial or religious in nature or is related to anyone's gender, national origin, age, sexual orientation, gender identity, pregnancy, disability, ancestry, natural hair types and hair styles commonly associated with race, head wraps commonly associated with race, culture or religion, genetic information or veteran status or any other status protected by law, including those limited by pregnancy, childbirth and/or related medical conditions. This policy applies to all employees throughout Flashbay Inc. and all individuals who may have contact with any employee of Flashbay Inc. for business reasons, such as a vendor or customer or any other person with whom an employee has contact in connection with their employment.

Flashbay Inc. intends to facilitate an atmosphere where the workplace remains comfortable for all employees and in which everyone has the right to raise concerns about harassment without fear of retaliation. Accordingly, no employee will be retaliated against for making a good faith report of alleged harassment.

**Sexual harassment** – Sexual harassment is one form of harassment. Unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a harassing nature will constitute harassment when a person involved feels compelled to submit to that misconduct in order to keep his/her position, to receive appropriate pay, or to benefit from certain employment decisions. If this type of misconduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment, it may also be considered harassment.

Sexual harassment may take different forms. The following examples are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.

- Innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats
- Requests for any type of sexual favor (this includes repeated, unwelcome requests for dates)
- Verbal abuse
- Distribution, display or discussion of any written or graphic material that is sexual in nature or shows hostility towards someone because of sex, including calendars, posters, or cartoons
- Suggestive or insulting sounds
- Leering or staring
- Obscene gestures
- Written communications that are sexual in nature or hostile on the basis of sex, including text messages, e-mails, notes, and Internet postings or comments
- Unwelcome physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, or forced sexual intercourse or assault

Courteous, mutually respectful, and non-coercive interactions between employees that are appropriate in the workplace and welcomed by both parties are not considered to be harassment.

**Discriminatory Harassment** – This policy also prohibits unwelcome conduct which creates an objectively hostile work environment and which is directed against any person or group based upon national origin, race, color, religion, age, gender, sexual orientation, gender identity, pregnancy, disability, ancestry, natural hair types and hair styles commonly associated with race, head wraps commonly associated with race, culture or religion, genetic information or veteran status or any other status protected by law, including those limited by pregnancy, childbirth and/or related medical conditions. Examples of such conduct include, but are not limited to:

- Epithets, slurs, or negative stereotyping on the basis of someone's protected status

- Distribution, display or discussion of written communications or other items which ridicule, insult or show hostility toward an individual or group on the basis of someone's protected status.
- Inappropriate teasing or mocking of someone's accent.

**Reporting Policy** - Everyone at Flashbay Inc., especially each member of management, is expected to avoid any behavior or conduct that could be interpreted as a violation of this policy against harassment. All employees should also understand the importance of informing an individual whenever that individual's behavior is unwelcome, offensive, in poor taste or inappropriate. If you feel that you have experienced or witnessed discrimination or harassment, you are to notify any of the following individuals immediately:

- Immediate supervisor
- Human Resources
- President

An employee may report it directly to Human Resources or the President if the employee is uncomfortable reporting the incident to their immediate supervisor. Employees are not obligated to report the matter first to their immediate supervisor. The complaint will be handled with sensitivity and discretion. Flashbay Inc. will promptly and thoroughly investigate the complaint and, when applicable, take appropriate action to prevent further incident.

Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited. Anyone who retaliates against another for complaining or participating in an investigation will be subject to disciplinary action up to and including termination. Flashbay Inc. will take adequate steps to ensure that the employee is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files. Any employee who has concerns about retaliation should contact their immediate supervisor, Human Resources, or the President as soon as possible.

We strongly urge employees to bring forth any complaints of workplace harassment.

#### 1.4 Genetic Information Nondiscrimination

Flashbay Inc. strictly prohibits discrimination based on genetic information pursuant to the Genetic Information Nondiscrimination Act ("GINA"). GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not request or provide any genetic information in the workplace or to representatives of Flashbay Inc. at any time. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that

an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **1.5 Workplace Accommodations**

Flashbay Inc. is committed to the goal of ensuring equal employment opportunities to all individuals, regardless of disability or other legally protected status. Reasonable accommodations that do not cause an undue hardship upon Flashbay Inc. will be made for employees' sincerely held religious beliefs whenever possible, consistent with the business necessity. In addition, some of our employees may suffer from a disability that interferes with their ability to perform their job. If you suffer from a disability that interferes with your ability to perform your job or your ability to perform your job is affected by another legally protected status, please let us know so we can explore whether there are any reasonable accommodations we can provide that will enable you to perform your job without causing an undue hardship on Flashbay Inc. or creating a significant risk of substantial harm to you, your co-workers or others.

A reasonable accommodation may take many forms. In general, it is any change in the workplace or the way things are customarily done that provides an equal employment opportunity to an individual with a disability or other legally protected status. Depending on the circumstances, a broad range of measures that would enable an individual to apply for a job, perform a job, or have equal access to the workplace and employee benefits may be reasonable accommodations. Common types of accommodations include: making changes in the physical work environment, providing or permitting the use of certain equipment, aids or services, making changes in workplace policies, modifying work schedules, granting or modifying breaks, removing and/or substituting marginal job functions, providing a reassignment to another vacant job which an individual is qualified to perform if accommodation within the current position would pose an undue hardship, and/or granting time off work due to a flare up of a disability or granting a leave of absence (including extending the duration of leaves of absence provided under Flashbay Inc.'s leave policies). Reasonable accommodations do not include providing personal use items (such as eye glasses, hearing aids, wheelchairs and other items that are used on and off the job), or removal of an essential job function.

If you need a reasonable accommodation, you should present a request for accommodation to the President. Flashbay Inc. will work with you to substantiate the disability and/or request, understand the limitations that result from it and help identify potential reasonable accommodations that could overcome those limitations. We also may request you provide medical and/or documentation to obtain further information regarding these matters. Cooperating with Flashbay Inc. by returning requested information in a timely fashion is required.

Flashbay Inc. strictly prohibits any form of retaliation for making a request for reasonable accommodation. If you believe someone has violated this no-retaliation policy, you should bring the matter to the immediate attention of Human Resources. Violations of this policy against retaliation may result in discipline, up to and including termination.

## **1.6 Breastfeeding**

Flashbay Inc. will provide nursing mothers reasonable breaks to express their milk for infants for up to one year following the child's birth. Flashbay Inc. also will provide a private space other than a restroom, for nursing mothers to express their milk. The room will be clearly marked and either have a lock or a sign on the door to indicate when the room is in use. Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with HR and with their immediate supervisors.

## **1.7 Employment Eligibility Documents**

Flashbay Inc. is committed to employing only individuals who are authorized to work in the United States and who comply with applicable employment and immigration law. Flashbay Inc. does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation.

Additionally, any employee younger than eighteen (18) years of age will be required to present proof of age and certification required by state or federal law.

## **1.8 Employment of Relatives**

Flashbay Inc. does not strictly prohibit the employment of relatives in the capacity of regular, contractual or temporary status. However, Flashbay Inc.'s has established this policy to promote the equitable treatment of all employees, to avoid actual and perceived conflicts of interest, and to prevent the appearance of partiality in the hiring, promotion, demotion, reassignment, and transfer of employees. Thus, relatives of persons currently employed by Flashbay Inc. may be hired only if they will not be in the same department, under the same supervision, working directly for or being supervised by a relative.

Relatives for purposes of this policy are defined as: spouse, son, daughter, mother, father, brother, sister, grand-parent or child, step-parent or child, step-sister, step-brother, in-laws, aunt, uncle, nephew, niece, first cousin, significant other or any other relationship that would present a conflict of interest as determined by Flashbay Inc.



In the event a relationship between two employees is created during employment which puts the employee in a position where s/he works in a relative's direct line of supervision, or in a position that poses a possible conflict of interest, each employee involved has a responsibility to immediately inform management. An appropriate solution at Flashbay Inc. discretion will be sought as soon as practical. Failure to report the situation may result in disciplinary action up to and including termination.

## **1.9 Open Communication / Dispute Resolution**

Employees may openly discuss any work-related problems and concerns without fear of retaliation. Managers and supervisors are expected to listen to employee concerns, encourage their input and seek resolution to the issues and concerns. If an employee has a concern about discrimination and/or harassment, Flashbay Inc. has set up special procedures to report and address those issues. The proper reporting procedures are set forth in Flashbay Inc.'s Harassment and Discrimination Policy.

## **1.10 Direct Relationship Philosophy**

Flashbay Inc. is proud of the open and cooperative relationship that exists between employees and management. To that end, any employee is free to talk with any member of management. Flashbay Inc. is committed to maintaining an environment of mutual trust and respect.

## **1.11 Confidential and Propriety Information**

Employees of Flashbay Inc. will receive and have access to information that is confidential in nature to Flashbay Inc., its customers, and vendors. Confidential information is defined as information that is created, obtained or controlled by Flashbay Inc. and is not common knowledge. This includes, but is not limited to, customer lists, competitive information such as pricing, financial information, marketing strategies, business plans, proprietary operational processes, research and development strategies, new products or product research, sales information, technological data, technological prototypes, supplier and vendor lists, and any privileged information from internal or external counsel.

Employees are not to disclose any such confidential information to (a) any other person in Flashbay Inc. unless there is a legitimate business reason for doing so; or (b) any person outside of Flashbay Inc. unless management has expressly stated that the information can be disclosed to that person. This obligation exists after the employee leaves Flashbay Inc.

Flashbay Inc. has developed certain proprietary products and processes that are unique to Flashbay Inc. Keeping such information from competitors plays an important part in our success. Flashbay Inc. protects proprietary information by restricting employees' and visitors' access to

certain designated areas and access to documents to only those who have business reasons to view them.

## **1.12 Ethics and Conflicts of Interest**

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of Flashbay Inc.

Conflicts of interests or unethical behavior may take many forms including, but not limited to, the acceptance of gifts from competitors, vendors, potential vendors or customers of Flashbay Inc. Gifts may only be accepted if they have a nominal value and only on appropriate occasions (for example, a holiday gift). Employees are cautioned not to accept any form of remuneration or non-business-related entertainment, nor may employees sell to third parties any information, products or materials acquired from Flashbay Inc. Employees may engage in outside business activities, provided such activities do not adversely affect Flashbay Inc. or the employee's job performance and the employee does not work for a competitor, vendor, or customer. Employees are prohibited from engaging in financial participation, outside employment, or any other business undertaking that is competitive with, or prejudicial to, the best interests of Flashbay Inc. Employees may not use proprietary and/or confidential information for personal gain or to the Flashbay Inc.'s detriment, nor may they use assets or labor for personal use.

If an employee or someone with whom the employee has a close personal relationship has a financial or employment relationship with a competitor, vendor, potential vendor, or customer of Flashbay Inc., the employee must disclose this fact in writing to Human Resources. Flashbay Inc. will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, Flashbay Inc. may be forced to ask the employee to tender his/her resignation. Flashbay Inc. has sole discretion to determine whether such a conflict of interest exists.

Should any employee become aware of what he or she believes to be unethical or illegal action with any connection to Flashbay Inc. or its business employees, they should immediately report that information to management for investigation. Any unethical or illegal conduct will not be tolerated. Employees are encouraged to seek assistance from their managers with any legal or ethical concerns. However, Flashbay Inc. realizes this may not always be possible. As a result, employees may contact Human Resources to report anything that they cannot discuss with their manager.

## **1.13 Solicitation/Distribution**

Solicitation by a Flashbay Inc. employee of another employee is prohibited during the working time of either person. Working time includes the time during which any of

the employees involved are actually scheduled to work, and does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working. Distribution of printed material or literature of any nature shall be limited to non-work areas at non-work times. Solicitation and/or distribution of material on company property by persons not employed by Flashbay Inc. are prohibited at all times.

### 1.14 Bulletin Boards

Flashbay Inc. uses bulletin boards to communicate important business information such as safety rules, job postings, statutory and legal notices, company policies, and management memos. Each employee has the responsibility to read the information that is posted. Your manager or supervisor can give you the location of the bulletin board nearest your work area. Employees may only post official company communications.

### 1.15 Background Screening

Pre- and post-employment background screens may be conducted on employees who have consented to consumer background screens, which may include a criminal report.

### 1.16 Secondary Employment

While Flashbay Inc. does not prohibit employees from having a second job, secondary employment must not affect the employee's work hours, interfere or conflict with the employee's regular duties, raise any ethics concerns, or necessitate long hours that may impact the employee's working effectiveness.

Further, employees who are on a leave of absence from Flashbay Inc. may not engage in secondary employment during the leave period without first obtaining permission from Flashbay Inc.

## SECTION 2 EMPLOYMENT STATUS & RECORDS

### 2.1 Employment Records

Flashbay Inc. keeps accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations, to keep benefits information current, and to make certain that important mailings reach all employees.

Employees must inform Flashbay Inc. of any necessary updates to their personnel file information such as change of address, changed telephone numbers, emergency contact, marital status, number of dependents or names of covered beneficiaries within 15 days of the change. Employees should also inform their supervisor or the HR

Manager of any outside training, professional certifications, education, or any other change in status.

Flashbay Inc. will only verify dates of employment and job titles to outside agencies or organizations inquiring by telephone about an employee. No other information will be given out about an employee without written authorization from the employee, except what is required to comply with the law.

All current employees will be permitted to review their personnel files at reasonable times after reasonable advance notice of wishing to so review. Ohio employees are permitted copies of payroll records and medical records.

### 2.2 Introductory Period for Benefits

During the introductory period, new employees are eligible for those benefits only that are required by law, such as workers' compensation insurance and social security, and not those benefits available to regular, full-time employees that are discussed elsewhere in this document.

Because of the "at-will" relationship entered into for employment at Flashbay Inc., either the employee or Flashbay Inc. may end the employment relationship "at will" at any time during or after the introductory period, with or without reason, cause, or advance notice.

### 2.3 Employment Classification

It is the intent of Flashbay Inc. to clarify the definitions of employment classifications so that employees understand their compensation and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the relationship "At-Will" at any time, for any or no reason or cause, with or without notice, is retained and granted to both the employee and Flashbay Inc.

Each employee is designated as either "Exempt" or "Non-Exempt" according to federal and state wage and hour laws. "Exempt employees" are not subject to the minimum wage and overtime requirements of state and federal law. "Non-Exempt employees" are subject to the state and/or federal wage and hour laws and are paid at least the minimum wage and overtime for all hours worked over 40 in a workweek.

In addition to the above categories, each employee will belong to one other employment category:

**FULL-TIME** Employees are those who are not temporary and who are regularly scheduled to work at least thirty (30) hours (not including unpaid meal time) per week.

**PART-TIME** Employees are those who are not temporary and who regularly work less than thirty (30) hours (not including unpaid meal time) per week.

**TEMPORARY** Employees are those who are temporary and who do not regularly work longer than nine (9) months of the year. Such employees may be either full-time or part-time.

**ACTIVE** Employees are those who are not on any type of disability or leave of absence.

## SECTION 3 WORKING CONDITIONS & SAFETY

### 3.1 Hours of Work

The standard workweek is forty (40) hours. The standard workday is eight (8) hours for nonexempt workers. Workday lengths for exempt employees are determined primarily by the hours required to accomplish their current workloads. General business hours are from 8a.m. to 5p.m. daily. As starting and ending times vary within departments and office locations, the manager of each department will determine the schedule for his or her department. The workweek commences on Monday at 12:01 a.m. and ends the following Sunday evening at Midnight.

### 3.2 Electronic Systems and Communications

Flashbay Inc. internet, voice mail and e-mail systems are provided to employees by Flashbay Inc. and are intended primarily for business use. Access to the Internet through Flashbay Inc.'s computer systems is also intended primarily for business use. None of these systems is considered to be confidential. Do not communicate anything that you would not want someone other than the intended receiver to hear or read. If you receive a message that is not addressed to you, you are not authorized to read or use information contained in that message.

Flashbay Inc. may access its computer and electronic communications systems and obtain communications and information within the systems, without notice to users of the system, in the ordinary course of business when Flashbay Inc. deems it appropriate to do so. Flashbay Inc. also may inspect or monitor without advance notice any devices employees use to access Flashbay Inc.'s computer and electronic communications systems, including but not limited to computers, laptops, notebooks, tablet computers or mobile devices. Flashbay Inc. can and will monitor, access, retrieve, read, and delete any matter stored in, created, received, or sent over these systems, for any reason and without the permission of any employee, in accordance with applicable law. This includes any and all information contained in computers, computer files, e-mail messages, Company-provided devices, text messages sent using Company-provided devices, or voice mail messages. This also includes an employee's Internet usage, the websites visited, and any other aspects of the Internet usage, as a result, employees should not expect

that use of Flashbay Inc.'s computer, devices, network or electronic communications systems entitles them to any expectation of privacy in anything that they access, view, create, store, transmit or receive on or through Flashbay Inc.'s computer or electronic communications systems, including any personal messages.

Flashbay Inc.'s policy prohibiting unlawful discrimination or harassment applies to the use of Flashbay Inc.'s computer and electronic communications systems. Employees will violate Flashbay Inc.'s policies if they send, receive or access discriminatory, harassing or otherwise inappropriate or offensive messages, information, websites, e-mails or voice mails to anyone inside or outside of Flashbay Inc. Furthermore, since Flashbay Inc.'s computer and electronic communications systems are intended primarily for business use, these systems may not be used to solicit for commercial activity unrelated to the business of Flashbay Inc. Any personal use of Flashbay Inc.'s computer or electronic communications systems must be limited to employees' non-work time.

No one may access, or attempt to obtain access to, another individual's computer or electronic communications without appropriate authorization.

Employees who violate this policy may be subject to discipline, up to and including termination.

### 3.3 Personal Electronic Devices

Personal use of Flashbay Inc.'s provided communications equipment and systems should be limited and must not interfere with job duties and responsibilities.

While Flashbay Inc. permits employees to bring personal electronic devices into the workplace, use of personal electronic devices must not interfere with job duties and responsibilities and must not impact workplace safety and health. Accordingly, employees must not engage in excessive use of personal electronic devices.

Employees who violate this policy shall be subject to disciplinary action, up to and including termination of employment.

### 3.4 Social Media

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites or apps (e.g., Facebook, Snapchat, Twitter, Instagram, YouTube and others), and other sites and services that permit users to share information with others in a contemporaneous manner.

The following principles apply to professional use of social media on behalf of Flashbay Inc. as well as personal use of social media when referencing Flashbay Inc.

- Employees need to know and adhere to the policies in the Employee Handbook and other company policies when using social media in reference to Flashbay Inc.
- Employees should be aware of the effect their actions may have on their images, as well as Flashbay Inc.'s image. The information that employees post or publish may be public information for a long time.
- Employees should be aware that Flashbay Inc. may observe content and information made available by employees through social media.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, or that can create a hostile work environment.
- Employees are not to publish, post or release any information that is considered confidential, not public, or otherwise covered by any written information security program used by Flashbay Inc. If there are questions about what is considered confidential, employees should review the Confidential and Proprietary Information policy in this Handbook and check with the Human Resources Department and/or their supervisor.
- Employees must not publish, post or release any personal information about others, including an individual's Social Security number, financial account number, driver's license number, medical information (including family medical history) and other highly sensitive information.
- If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before they refer to or post images of current or former employees, members, vendors or suppliers. Additionally, employees must get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.
- Social media use must not interfere with employee's responsibilities at Flashbay Inc. Flashbay Inc.'s computer systems are to be used for business purposes only. When using Flashbay Inc.'s computer systems, use of social media for business purposes is allowed, e.g., Flashbay Inc.'s blogs and LinkedIn, but personal use of social media is discouraged and could result in disciplinary action.
- Subject to applicable law, after-hours online activity that violates any Company policy may

subject an employee to disciplinary action or termination.

- If employees publish content after-hours that involves work or subjects associated with Flashbay Inc., a disclaimer should be used, such as "The postings on this site are my own and may not represent Flashbay Inc.'s positions, strategies or opinions"
- It is highly recommended that employees keep business-related social media accounts separate from personal accounts, if practical.

### **MEDIA CONTACTS**

It is the employer's policy that only the Chief Executive Officer & President are authorized to speak with the media as spokesperson for and on behalf of the company. Media inquiries should be directed to them.

**No part of this policy is intended to prevent or constrain an employee's exercise of rights under Section 7 of the National Labor Relations Act.**

### **3.5 Personal Property**

Personal belongings brought onto Flashbay Inc. premises are the employee's responsibility. Flashbay Inc. cannot be held responsible for the loss or theft of personal belongings. If employees find property missing or damaged, they should report it to their supervisor immediately.

### **3.6 Right to Search/No Privacy Expectations**

Access to Flashbay Inc.'s premises is conditioned upon its right to inspect or search the person, vehicle or personal effects of any employee or visitor. This may include, but is not limited to, any employee's vehicle, office, desk, tablets, smart-phones, electronic devices, computer & related equipment, data on Flashbay Inc.'s server, file cabinet, closet, locker, lunchbox, clothing or similar place. Employees should have no expectation of privacy in connection with any of these listed places. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to others in Flashbay Inc.

From time to time, and without prior announcement, inspections or searches may be made of anyone entering, leaving, or on the premises or property of Flashbay Inc. (including alcohol and/or drug screens or other testing). Refusal to cooperate in such an inspection or search (including alcohol and/or drug screens) shall be grounds for disciplinary action, up to and including termination.

### **3.7 Smoke Free Workplace**

Flashbay Inc. is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required by state law where applicable or

city ordinance, if applicable and also motivated by our desire to provide a healthy work environment for our employees, the following smoking policy has been adopted and shall apply to all employees of Flashbay Inc. It is the policy of Flashbay Inc. to prohibit smoking on all company premises and in places of ingress and egress in order to provide and maintain a safe and healthy work environment for all employees.

Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind, including vaping.

Restricted areas include:

- All areas of buildings occupied by company employees
- All company-sponsored off-site conferences and meetings
- All vehicles owned or leased by Flashbay Inc.
- Anywhere on company-owned property

Employees who violate this smoking policy will be subject to disciplinary action up to and including immediate termination.

### **3.8 Safety and Health**

Flashbay Inc. promotes a safe and healthful environment for employees, customers and visitors. The management of Flashbay Inc. has the responsibility for implementing, administering, monitoring and evaluating safety procedures.

Flashbay Inc. provides information to employees about workplace safety and health issues through memos and other written communication.

Each employee is expected to follow all safety rules and policies in all work activities and use safety equipment provided by Flashbay Inc. at all times. Employees must immediately report any unsafe condition to the appropriate supervisor. In the case of accidents that result in injury or illness, regardless of how insignificant or minor it may seem, employees should notify HR and the appropriate supervisor as soon as the employee is aware of a work-related injury. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **3.9 Injury/Illness on the Job**

Any employee reporting an on-the-job injury or illness will receive immediate and appropriate medical treatment. All applicable federal, state and local laws or regulations pertaining to occupational injuries or illnesses will be followed and complied with at all times.

It is the responsibility of all employees to report in writing to their supervisor all on-the-job injuries or illnesses regardless of how insignificant or minor the injury or illness may appear at the time. Incident Report Forms are provided

for this purpose and may be obtained from any supervisor or Human Resources. The supervisor will then complete a Supervisor's Incident Investigation Report Form. These reports should be sent to the local workers' compensation office and Human Resources. Failure to report an injury or illness as required by Flashbay Inc.'s policy could result in loss of compensation benefits and possibly lead to disciplinary action, up to and including termination.

When employees sustain an injury or illness that requires outside medical treatment, if reasonable suspicion that drugs and/or alcohol were involved, the employees will also be subject to completing a screening. When employees are involved in a mobile equipment accident that results in significant damage, if reasonable suspicion of drugs and/or alcohol use is implicated, the employees will be subject to screening. Any employee who refuses screening for the presence of drugs and/or alcohol will be subject to immediate termination.

In the event the injury is of the nature that requires outside medical treatment, employees will be paid for their entire shift and should not clock out. If subsequent medical visits are necessary, employees should schedule those during non-work hours if possible. Employees should clock out if the appointment is during their regular work shift.

### **3.10 Distracted Driving**

Flashbay Inc. requires the safe use of any handheld electronic wireless communication device, such as a mobile telephone, a text-message device, a tablet computer, a laptop or a similar device, by employees while conducting business and/or on company time. The employee should not use any handheld electronic wireless communication device while driving because of safety concerns and to comply with applicable laws. For company-issued handheld devices, employees should disable them when driving.

This prohibition against the use of handheld electronic devices while driving applies to and includes, among other things, receiving or placing calls, text messaging, receiving or responding to e-mail, checking for phone messages, or any other purpose related to your employment; our customers; our vendors; volunteer activities, meetings, or civic responsibilities performed for or attended in the name of Flashbay Inc.; or any other work-related activities not expressly named here. This policy does not restrict the use of hands-free devices; although, employees should exercise caution while driving.

Please be aware that in most local or state locations, text messaging while driving is against the law. Any monetary penalty and/or damages incurred as a result of using any handheld electronic wireless communication device shall be the sole responsibility of the employee.

### 3.11 Weapons Policy

Flashbay Inc. prohibits all employees, including, but not limited to, those with a state licensed concealed carry permit, from possessing or carrying weapons of any kind during the course and scope of performing their job for Flashbay Inc., whether on company property, in company vehicles or while on company time. The only exception to this rule is that Employees who are active-duty military members or have a concealed carry permit may store weapons in accordance with state law in their personal vehicle while it is parked on Company property. This prohibition against weapons includes:

- Any form of weapon or explosive;
- All firearms;
- All knives, except kitchen knives used for food-preparation; or
- Other weapons covered by law.

If an employee is unsure whether an item is covered by this policy, please contact the HR Manager. Employees are responsible for making sure that any item they possess is not prohibited by this policy.

While Flashbay Inc. has a policy prohibiting weapons, nothing in this statement shall be construed as creating any duty or obligation on the part of Flashbay Inc. to take any actions beyond those required of an employer by existing law.

### 3.12 Violence in the Workplace

The safety and security of all employees is of primary importance at Flashbay Inc. Threats, threatening behavior, or acts of violence against employees, visitors, customers or other individuals by anyone on Flashbay Inc. property will not be tolerated. Violations of this policy will lead to accelerated disciplinary action, not corrective action, up to and including termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. Flashbay Inc. can and will take any necessary legal action to protect its employees, customers and property.

Any person who makes threats, exhibits threatening behavior or engages in violent acts on company premises shall be removed from the premises as quickly as safety permits and shall remain off company premises pending the outcome of the investigation. Following investigation, Flashbay Inc. will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment and/or criminal prosecution of the person or persons involved.

All employees are responsible for notifying management of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior that they have witnessed that they regard as potentially

threatening or violent or which could endanger the health or safety of an employee or other individual(s) in connection with Flashbay Inc. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. Flashbay Inc. understands the sensitivity of the information requested and will keep the information confidential to the extent possible.

### 3.13 Telecommuting Policy

**Requesting Permission to Telecommute:** Individuals requesting formal telecommuting arrangements must be employed full time with the Company and must have a satisfactory performance record. Employees who would like to explore the option of telecommuting should talk to their supervisor and to Human Resources. The Company will consider telecommuting requests on a case-by-case basis, taking into account factors including appropriateness of the job for telecommuting, tenure, seniority, employee performance, prior disciplinary action, flexibility, the reason(s) for telecommuting and the ability to work independently. Employees who are permitted to telecommute will be expected to communicate with the Company at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

The telecommuting arrangement may be discontinued by the Company at any time and for any reason, at the sole discretion of the Company. The employee will be given as much notice as practicable given the circumstances regarding the end of the telecommuting arrangement. In addition, the employee may be required on occasion to report to and/or work at the employer's physical workspace or other designated location.

**Equipment and Supplies:** The Company will determine what equipment, if any, to provide to the employee to facilitate the remote work arrangement. The Company will not be responsible for theft, loss, damage or repairs to employee-owned equipment. Any equipment that the Company provides to an employee as part of a remote work arrangement shall remain the property of the Company. This equipment must be used for business purposes only. Depending on the circumstances, the employee may be responsible for any theft, damage, or loss of property belonging to the Company. Unless otherwise agreed to in advance in writing, the Company will not be responsible for any other costs the employee may incur while telecommuting.

**Safety:** The telecommuter should designate a workspace, at the off-site work area, for installation of any equipment to be used while telecommuting. This workspace must be maintained in a safe condition, free from hazards to people and equipment.

Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the Company's workers' compensation

policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Prior to granting approval to telecommute, the Company reserves the right to require that employees provide floor plans of their remote work sites and/or be subject to a visit by a representative of the Company to determine the appropriateness and viability of the telecommuting space from a technical standpoint. Given a minimum of 24 hours advance notice, the Company's representative, trained for the purpose of the visit, may make on-site visits to the telecommuter's work site, including residence. The purpose of the visit would be to determine that the work site is safe and free from hazards and, where appropriate, to maintain, repair, inspect or retrieve equipment, software, data and supplies owned by the Company.

**Telecommuting and Time Keeping:** Telecommuting employees must comply with all recordkeeping requirements. Nonexempt telecommuting employees must accurately record and timely report all working time as a condition of continued participation in the telecommuting program. A supervisor must approve, in advance, any hours worked in excess of those specified per day and per week, in accordance with local, state and federal requirements. The Company may revoke the telecommuting privileges of any employee failing to comply with this requirement.

**Security of Business Information and Property:** Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

**All Other Policies Apply:** The Company's telecommuting employees must continue to abide by all other policies and procedures.

**Requests for Leave:** Unless a flexible schedule is agreed to, employees should not permit non-work-related events and activities to disrupt or interfere with scheduled work time. Requests to use sick leave, vacation or other leave must be approved in the same manner as the employee who does not telecommute. If a nonexempt employee becomes ill while working at an alternate work location, the employee must report the hours actually worked and use sick leave for those hours not worked.

Telecommuting is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of

telecommuting with family members prior to starting the telecommuting period.

## SECTION 4 TIMEKEEPING, PAYROLL & COMPENSATION

### 4.1 Payday

All employees are paid semi-monthly on the 15th & 30th of each month. Due to payroll processing time, paychecks received on the 15th will be for time worked from the 26th through the 10th. Paychecks received on the 30th will be for time worked from the 11th through the 25th.

### 4.2 Direct Deposit

For the sake of convenience and efficiency for both the employee and Flashbay Inc., employees should have their payroll checks processed through direct deposit. The Payroll Department will split an employee's paycheck between a maximum of 1 different checking and 1 savings account. Employees will be provided information by Human Resources in order to encourage employees to set up direct deposit.

### 4.3 Overtime

When business conditions require, employees may be needed to work overtime. Such a need for overtime, when called for, is considered mandatory and employees are expected to fulfill overtime as required. Employees' supervisors must approve all overtime prior to an employee working the overtime.

All non-exempt employees will be paid one- and one-half times their regular rate for all hours worked in excess of 40 in one workweek. Hours for which an employee is paid but for which he or she does not actually work (such as holidays, sick leave, vacation, etc.) are not counted as hours worked for computing overtime payments. Exempt employees are not eligible to be paid overtime.

### 4.4 Correction to Pay

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked, you must record correctly all work time and review your paychecks promptly to identify and to report all errors.

#### **All Employees: Review Your Pay Stub**

Flashbay Inc. pays its employees for all time worked during the previous pay period. Paychecks are issued every 15th & 30th of each month. We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do

happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, notify your supervisor within 3 days of receiving your pay stub.

### **Non-exempt Employees**

If you are classified as a non-exempt employee, you must maintain a record of the hours you work each day. These hours must be accurately recorded on your time record. You must sign your time record to verify that the reported hours worked are complete and accurate. Your time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures and meal breaks. At the end of each week, you should submit your completed time record to your supervisor for verification and approval. Do not sign your time record unless it is accurate. If your time record is not accurate, notify your supervisor immediately. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week, and if you were not paid correctly, notify your supervisor within 3 days of receiving your pay stub.

You should not work any hours that are not authorized by your supervisor. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time record. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time record. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

It is a violation of Flashbay Inc.'s policy for any employee to falsify a time record, or to alter another employee's time record. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time record to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the Human Resources Department.

### **Exempt Employees**

As an exempt salaried employee, you receive a salary which is intended to compensate you for all hours you work for Flashbay Inc. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability, if you have exhausted the paid sick leave available to you.
- Intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if you have exhausted other paid leave available to you.
- Full-day disciplinary suspensions imposed in good faith for infractions of safety rules of major significance and serious workplace misconduct in violation of our written policies and procedures.
- To offset amounts received as payment for jury and witness fees or military pay.
- During the first or last week of employment in the event you work less than a full week.
- Any workweek in which you perform no work for Flashbay Inc.
- 

Your salary also may be reduced for certain types of deductions, such as dependents added to health, dental or vision insurance; state, federal or local taxes, or social security.

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial-day absences for personal reasons, sickness or disability.
- Your absence on a holiday when the facility is closed, or because the facility is otherwise closed on a scheduled workday.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

If you believe you have been subject to any improper deductions, you should report the matter to Human Resources within 3 days of receiving your pay stub.

Flashbay Inc. will not allow any form of retaliation against individuals who report concerns and alleged violations of this policy or who cooperate in Flashbay Inc.'s investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.



## SECTION 5 BENEFIT PROGRAMS

### 5.1 Eligibility for Benefits

All full-time employees (minimum forty hours per week) are eligible to participate in the group health, dental and vision plans sponsored by Flashbay Inc. New employees become eligible for coverage on the 1st day of the following month after completing 60 days of employment.

Flashbay Inc. will pay for 50% of the Medical Insurance premium for all Dependent Children of employees who have worked at our company for 2 years or longer. The remaining 50% of the monthly Medical Insurance premium for Dependent Children must be paid by the employee. Employees will be responsible for all of their medical costs (and their dependents) once they terminate employment with Flashbay Inc. The continued provision of this benefit is at the discretion of Flashbay Inc. and it may be subject to future review.

For a full description of the benefits and limitations of the plans, you should refer to the medical and dental plan summaries and brochures which were given to you upon after 60 days of employment.

Please refer to the applicable plan documents and summary plan descriptions. The details contained in the official plan documents govern the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the plans. The plan documents govern in the event of any conflict or inconsistency with the details listed in this Handbook or with any other written or oral statement or representation.

Flashbay Inc. and its Plan Administrators and Fiduciaries reserve the maximum discretion permitted by law to administer, interpret, enhance, modify, discontinue or otherwise change any benefit plan, practice, or procedure.

### 5.2 Health and Welfare Benefits

Once employees have met the appropriate eligibility requirements, they may be eligible to participate in certain benefit plans. This is merely a summary. More detailed information about the health plan can be found in the Plan Documents maintained by Human Resources and in the summary plan descriptions (SPD). SPD's are the official documents regarding employee benefits plans and supersede all references to employee benefits in this handbook.

### 5.3 Continuation of Healthcare Coverage (COBRA)

Under the Consolidated Omnibus Budget Reconciliation Act, better known as COBRA, an employee who terminates

employment with Flashbay Inc. or has a reduction in hours (that brings them below the minimum requirement for health insurance) and who has participated in the Flashbay Inc.'s health plan on the day prior to the qualifying event is entitled to continue participating in the group health plan for a prescribed period of time, usually 18 months. COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee as allowed by law. Coverage will cease if the former employee fails to make the premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or becomes eligible for Medicare.

Employees must notify Human Resources within 60 days of any qualifying event that would trigger COBRA eligibility for a spouse or dependent such as divorce or change in status of a dependent child.

Additional information on how employment separation will affect benefits, including information on COBRA health coverage, is available from the Human Resources Office.

If an employee elects not to participate in the group health plan at Flashbay Inc., the employee will not be entitled to COBRA continuation.

### 5.4 Workers Compensation

In connection with Ohio's workers' compensation program, Flashbay Inc. provides a comprehensive workers' compensation program at no cost to employees where applicable. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

## SECTION 6 Time Off & Leaves of Absence

### 6.1 Vacation

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. Full-time employees are eligible to earn and use vacation time as described herein.

Flashbay Inc. gives its full-time employees ten (10) days of paid vacation each year on an accrual system for your use during the calendar year as it is available. In certain circumstances, Flashbay Inc., at its discretion, may advance vacation pay, and allow you to 'go negative'.

## Eligibility

All full-time employees are eligible to earn vacation. Eligible employees can begin using accrued vacation after three continuous months of employment, meaning you can apply for vacation after 2 months, giving at least 20 days' notice, if possible. All new eligible employees who have been on the payroll of Flashbay Inc. for a period of three (3) continuous months will be allowed to use any accrued vacation, meaning you can apply for vacation after 2 months, giving at least 20 days' notice, if possible.

## Accrual

Vacation eligibility accrues based on regular hours paid throughout the calendar year. The accrual rates for the vacation earned for each regular hour paid are as follows:

Accrual Per Week	1.54 Hours Per Week
Accrual Per Day	0.308 Hours Per Day

## Vacation Carryover

If you are a Regular Full -Time or Part - Time employee, you cannot carry unused vacation into the following year. If you do not schedule and use your vacation by the end of the year, Management may schedule it for you.

## Scheduling Vacation

Scheduling of vacations will be made based on Flashbay Inc.'s operational needs. Flashbay Inc. has the right to cancel any vacation in the case of a Company emergency.

Employees shall not take more than two (2) consecutive weeks of vacation without prior approval by Flashbay Inc.

Flashbay Inc. has the sole right to determine the number of employees who will be on vacation during any one (1) week. Vacations will be scheduled during the period of January through December each year.

## Vacation Use

Any use of vacation requires at least twenty (20) days prior approval by Management unless it is an emergency which can be documented.

You should give as much notice as possible of your intention to take holiday, in any case the minimum acceptable notice period is 20 days, and you should not make a holiday booking (or other bookings incurring any expense) until your holiday request has been approved.

When allowed by law, any accrued and unused vacation or sick time must be used before time off will be granted without pay.

## 6.2 Holidays

Flashbay Inc. observes the following holidays:

HOLIDAY	OBSERVED
New Year's Day	Monday, January 1st
Martin Luther King Day	Monday, January 18th
President's Day	Monday, February 15th
Memorial Day	Monday, May 31st
Independence Day	Monday, July 5th
Labor Day	Monday, September 6th
Columbus Day	Monday, October 11th
Veteran's Day	Thursday, November 11th
Thanksgiving	Thursday, November 25th
Christmas Day	Friday, December 24th

Eligible employees will receive pay for these observed holidays.

Eligible employees will be paid for our observed holidays if all of the following conditions are fulfilled:

1. You are a full-time employee who has been on the payroll with Flashbay Inc. for a period of three (3) continuous months.
2. You are regularly scheduled to work on the observed holiday.
3. You have worked the full assigned scheduled workday immediately preceding and following the holiday, unless on authorized vacation, paid sick day or excused absence.

When the facility is closed for the holiday, full-time employees will be paid for such recognized holiday on the basis of eight (8) hours pay, at the eligible employee's regular straight-time hourly rate of pay.

When the facility is closed for the holiday, eligible part-time employees will be paid for such holidays on a prorated basis as set forth in the "Prorating of Benefits" Section of this handbook.

If Flashbay Inc. remains open on a company designated holiday, we will first ask for qualified employees to volunteer to work these shifts. If we are unable to fill all of the positions with volunteers, Flashbay Inc. will schedule the number of employees required. In either event, employees who work on a designated company holiday are paid regular time for hours worked and receive the number of hours worked added to their vacation accrual to be taken at another time, of the employee's choosing, later in the year.

### 6.3 Sick Leave

Yearly Grant of Paid Sick Leave on January 1<sup>st</sup>, or date of hire, and subsequent on January 1<sup>st</sup> of each year. All employees will be granted 40 hours of paid sick leave each subsequent year.

Sick leave, which may be used when absence from work is necessary due to an employee's own illness/injury. Sick leave may only be used if the employee is unable to work due to illness or injury.

Sick leave should be regarded as for illness or injury and not as extra days off from work. It must be approved by the Human Resources and certification from a physician on proof of illness must be submitted if requested. Any accumulated sick leave is not payable upon termination, unused sick leave does not carry over to the next year, and sick leave may not be counted as hours worked toward the computation of overtime.

### 6.4 Personal Leave Time

There may be a rare occasion when an employee is faced with an emergency or special circumstance and needs to take an unpaid personal leave of absence. The employee's supervisor, in conjunction with Human Resources, may grant a personal leave of absence without pay. Each request for a leave of absence will be evaluated on an individual basis, taking into consideration length of service, work record, staffing needs and reason and length of the leave. To qualify for a personal leave of absence, the employee must be classified as a full-time employee and must have completed at least 6 months of full-time service at the time of the request.

Employees may apply for a personal leave of absence by submitting the proper paperwork to their supervisor at least two weeks prior to the start date of the leave requested, describing the nature of the leave, the dates the employee expects to be away from work and the date the employee intends to return. If the leave is an emergency the two-week requirement may be waived by Human Resources.

Generally, a personal leave of absence shall not exceed two (2) calendar weeks. A longer personal leave of absence may be granted only under extreme circumstances. Failure to report back to work on the first day after expiration of the leave of absence will be considered a voluntarily termination of employment.

Employees who are granted personal leaves of absence are expected to exhaust any paid time off they have accrued before their leave status changes from paid to unpaid. Unless required by applicable law, employees will not accrue additional paid time off while on unpaid leave of absence.

If an employee is granted and takes a personal leave of absence, his/her other benefits may be affected. Flashbay

Inc. cannot guarantee employees their original position or an equivalent position will be available when they return unless required by law.

### 6.5 Maternity Leave

Expectant mothers who are not otherwise eligible for leave, will be granted up to six (6) weeks of unpaid medical maternity leave for normal delivery or eight (8) weeks for Caesarean delivery. Absent an undue hardship, reasonable accommodations will be granted for expectant mothers who suffer a pregnancy-related disability pre- or post-delivery.

During maternity leave, the employee will be expected to use her paid sick time or vacation time concurrent with the leave days. When that is exhausted, the employee may apply for Short Term Disability (STD) according to Flashbay Inc.'s STD plan.

### 6.6 Extended Leave of Absence

#### Summary

You may need a leave of absence because you suffer from a disabling condition that is not covered by the Family and Medical Leave Act, or relevant state law, for a variety of reasons. This policy summarizes Flashbay Inc.'s Extended Leave of Absence (ELOA) policy.

#### Violation of Leave Terms and Conditions

As with all other forms of leave provided by Flashbay Inc., any violation of terms or conditions under which an ELOA is granted, failure to return at the expiration of the leave, acceptance of other employment during a leave, performing work for another person or entity (with or without pay) during a leave, attempts to misuse this policy and attempts to use this policy for other than its intended purpose will result in your termination of employment with Flashbay Inc.

#### Extended Leave of Absence

In the case of urgent medical need related to your own disabling condition, you may make a written request for an extended leave of absence. Flashbay Inc. may seek information from your treating physician or health care provider to confirm your condition if it's not apparent, the need for leave, whether there are alternatives to a leave of absence, and information regarding your ability to return to work. Once the request is received and evaluated, Flashbay Inc. may, in its sole discretion, grant an unpaid leave of absence in any rolling 12-month period measured backward from the date leave is used, for a period of up to 12 weeks. Unless otherwise required by law, failure to return to work at the expiration of your leave or any approved extension of your leave will result in termination of employment, regardless of the reason for the absence.

Flashbay Inc. provides reasonable accommodations to employees with known disabilities to enable them to perform their jobs. Reasonable accommodation may

include a number of things, including but not limited to, restructuring of non-essential job duties, modifying our ELOA or other time off policies to provide additional time off work, modifying work schedules, providing productive temporary transitional work assignments, and reassigning disabled employees to vacant positions which are commensurate with the individual's skill set and work experience. If you believe you suffer from a disability, as defined by the Americans with Disabilities Amendments Act, which prevents you from returning to work at the end of your ELOA, please notify your Human Resources Representative so we can explore with you and your physician the possibility of accommodating your condition.

### **Procedure**

While all requests will be reviewed, requests for leave and requests for extensions of leave will be granted only in urgent circumstances and only when the leave will not cause an undue hardship on the operations of Flashbay Inc. and not create an immediate risk of harm to you or others. In deciding whether or not to grant the requested leave, Flashbay Inc. will consider many factors, including, but not limited to, the reason for the requested leave, length of requested leave, the prospect for recovery and return to work, loss of skills and extent of retraining that will be necessary due to long term absence, impact upon department operations and efficiency.

In the event a leave of absence is necessary because of an on-the-job injury, you may be entitled to benefits under State Workers' Compensation laws. There are a variety of benefits including, among others, Temporary Total Disability benefits ("TTD"), which consists of cash payments to compensate you if you are totally unable to perform any work. Your time off work as a result of your on-the-job injury will be covered by this Extended Leave of Absence policy. As a result, unless otherwise required by law, you, like all other employees taking an ELOA due to medical reasons, must return to work by the date your doctor certifies you are able to safely do so or the expiration of the leave period, whichever comes first. The only exception is if you request and are granted an extension of the leave period because you suffer from a disability.

The extended leave of absence will be without pay. Any paid time off offered by Flashbay Inc., however, runs concurrently with all leaves of absence, of any duration, under this policy. In addition, any time off taken as a result of an on-the-job injury will be charged concurrently against the leave period. Paid time off benefits and holiday pay do not accrue while you are on ELOA. Your right to continue to be covered under our group health insurance policy is governed solely by the way the insurance plans and the contract between Flashbay Inc. and the insurance carrier define "eligible employees."

When FMLA is not available, many insurance plans require that to be eligible for continued coverage an employee must regularly work a minimum number of hours per week. In order to determine whether you will be eligible for continued

insurance coverage, please review the terms of your insurance plan and if there are any questions, please check your Summary Plan Description or contact Human Resources. If you become ineligible for continued coverage by reason of your continued time off work, you will then be eligible to continue your health insurance benefits, at your cost, under COBRA.

Depending on your circumstances, we may periodically contact you to inquire about any changes in your status, your intent to return to work, whether a leave of absence is still the appropriate accommodation for you, whether we can provide other accommodations that would allow you to return to work sooner and changes in your anticipated return to work date. Flashbay Inc. will require a medical statement from your attending physician verifying that you are able to safely return to work and describing what work restrictions or accommodations, if any, will be necessary to perform the essential functions of your job. If Flashbay Inc. has any concerns or doubts about the need for leave or your ability to return to work, it may require examination by another physician of Flashbay Inc.'s choice, at Flashbay Inc.'s expense. Providing any requested updates and information is a condition of being allowed to remain on a leave of absence so if you do not submit the information in a timely fashion your leave may be terminated, in which case your employment will end.

Upon return to work, Flashbay Inc. will make every reasonable effort to reinstate you to the same or a comparable position provided that doing so does not impose an undue burden on Flashbay Inc. However, if it becomes an undue hardship to hold your position open during your ELOA then Flashbay Inc. will fill your position and consider you for any vacant position that matches your skills set and abilities when you are released to return to work.

### **6.7 Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Military leave will generally be unpaid.

Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please contact the Human Resources Department for further information about your eligibility for Military Leave.

## 6.8 Bereavement Leave

Flashbay Inc. recognizes the need for time away from work for funeral preparation and funeral attendance in instances of deaths in the immediate family. Should a death occur in the immediate family of any regular, full-time employee, he or she will be granted three (3) days off with pay at their regular rate of eight (8) hours, provided that the employee attends the funeral and/or is involved in funeral preparation. Time off without pay or vacation days may be granted to attend the funerals of other close relatives, in-laws or friends upon approval of the employee's supervisor.

Immediate family shall be defined as spouse, father, mother, child, brother, sister, grandparents, grandchild or parents-in-law.

Flashbay Inc. can request all pertinent information including the deceased relative's name, the name and address of the funeral home, and the date of the funeral.

## 6.9 Jury Duty / Witness Service

All employees called to serve on a jury or to testify as a voluntary witness at the request of Flashbay Inc., by subpoena or otherwise, will be paid for the day or days in which the court requires attendance. Employees may keep any compensation they are paid for jury duty or witness service. They will be paid their straight time base rate of pay for all hours missed due to jury duty or witness service on behalf of Flashbay Inc. in addition to any compensation received from the court. If employees are subpoenaed to appear in court as witnesses, but not at the request of Flashbay Inc., they will be excused from work in order to comply with the subpoena but will not be paid for the time.

Employees must present any summons to their supervisor on the first working day after receiving the notice. If an employee is not required to serve on a day he/she is normally scheduled to work or if the employee is excused before serving three (3) hours of jury duty, he/she is expected to report to work.

# SECTION 7 EMPLOYEE CONDUCT & CORRECTIVE ACTION

## 7.1 Attendance and Punctuality

Attendance and punctuality are required. Employees are expected to be at their worksites at the start of their shift. Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination.

If you are going to be late or absent, you must contact your supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or

relative to give this notice is not sufficient. You must notify your supervisor of your absence or late arrival every day that you are absent or late unless you are on an approved leave of absence taken as a block of time as opposed to intermittently.

In the event your supervisor requests or in the event you are off work for more than three (3) days, you must present to your supervisor a note from your doctor explaining that your absence was due to medical reasons and stating that you are able to return to work, and explaining any restrictions on your ability to perform the essential functions of your job. Failure to present a doctor's note when required or requested may lead to discipline up to and including termination.

Unreported absences of two consecutive work days generally will be considered a voluntary resignation of your employment with Flashbay Inc.

Like all other policies, if an employee suffers from a disability, Flashbay Inc. may modify its attendance policy as a reasonable accommodation provided that the accommodation does not impose an undue hardship on Flashbay Inc.

## 7.2 Drug Free Workplace and Substance Abuse

The use of illegal drugs and alcohol, the use of marijuana (including medical marijuana), and the abuse of legal prescription pharmaceuticals, account for tremendous losses in efficiency, productivity, safety and poses a significant safety risk. For these reasons, Flashbay Inc. has adopted a zero-tolerance drug and alcohol policy. With this policy, it is the intention Flashbay Inc. to use every lawful means to establish and maintain a drug and alcohol-free workplace.

Illegal drugs are substances that are controlled or outlawed, are not obtainable by lawful methods, or are legally obtainable but were not obtained in a lawful manner.

This policy prohibits the use, sale, manufacture, distribution or possession of alcohol, medical marijuana, or other illegal drugs, drug paraphernalia or any combination thereof, on any company premises or at any location where the employee is performing his/her job duties. This includes company vehicles on or off company premises. This policy also prohibits reporting to or remaining at work under the influence of alcohol, illegal drugs, medical marijuana, or controlled substances not used pursuant to and in accordance with the instruction of a physician. Violation of this policy will subject the employee to disciplinary action up to and including immediate termination, and may have legal consequences.

Flashbay Inc. shall have the right to require any employee to submit to drug and/or alcohol testing under the following circumstances:

1. Post-conditional offer – As part of our post-conditional offer drug screening procedures.
2. Post-Accident – Where the employee was involved in an accident that resulted in property damage or physical injury, requiring professional medical treatment beyond first aid, to any person if there is reason to suspect that drugs or alcohol contributed in part to the accident.
3. Reasonable Suspicion – Upon the belief of management that the employee may have alcohol, medical marijuana, or illegal drugs in his system while at work or while performing his job duties away from the workplace in violation of this policy, based upon specific aspects of the employee's job performance or specific observations concerning the employee's appearance, behavior or speech.
4. Return-to-duty – testing for employees who have been given a second chance after a positive test.
5. Follow-up – testing for employees who are allowed to retain employment following a positive test and who return to duty.
6. Random testing

This list is not meant to limit the circumstances under which a drug or alcohol test may be required. Flashbay Inc. can test for the presence of alcohol or illegal drugs for other lawful purposes.

For purposes of this policy, a positive result or failure of a drug or alcohol test shall consist of the presence of any detectable amount of an illegal drug (including medical marijuana) or alcohol in the employee's system when tested. Similarly, refusal to submit to a drug or alcohol test when requested by Flashbay Inc., the failure to provide an adequate specimen within a reasonable time period, or any attempt to interfere with the test or alter the sample, also constitutes failure of the test and will result in a candidate being removed from the applicant pool, and will make an employee subject to discipline up to and including termination.

If an employee is using medication prescribed by a licensed physician, he is responsible for obtaining assurances from that physician that the medication will not impair the employee's ability to safely perform his job duties. If an employee is using prescription or over-the-counter drugs which may impair their ability to safely perform their job or may affect the safety of others, the employee must notify their supervisor of the potential impairment related to such medication.

Any employee who knows or believes that there is unlawful involvement by other employees, vendors or guests with illegal drugs or alcohol contrary to this policy, should immediately refer this information to his/her supervisor or to the HR Manager. Flashbay Inc. will utilize all lawful

investigative techniques in response to this information. Evidence obtained by Flashbay Inc. of the unlawful use, manufacture, trafficking, distribution or possession of controlled substances will be provided to the appropriate law enforcement authorities.

Employees must notify Human Resources when taking over-the-counter medication or prescribed medication that impairs or may impair their ability to safely perform their job duties.

This policy is not meant to prohibit the consumption of alcohol when and where it is specifically authorized by management as part of a company function. However, in such circumstances, the consumption must be reasonable and responsible and not negatively impact business relations or business opportunities.

This policy does not limit the right of Flashbay Inc. to invoke disciplinary action for any unauthorized activity not enumerated above.

### 7.3 Conduct Rules

Flashbay Inc. has established certain minimum standards of conduct that promote efficiency, productivity and cooperation among employees. For this reason, it may be helpful to identify some examples of conduct that are impermissible and that may lead to disciplinary action up to and including immediate termination. Employees are expected to observe these standards during the course and scope of employment, while at work or representing Flashbay Inc. remotely and at company-sponsored events.

The following list of rules is not intended to be all-inclusive; rather the list identifies some of the more significant examples of the type of behavior that is unacceptable. Flashbay Inc. has discretion to take disciplinary action for any behavior it in its sole discretion deems unacceptable. Corrective or disciplinary action for violation of Flashbay Inc. rules will be administered based on the seriousness of the infraction, up to and including immediate termination of employment. Notices may be given for the first or second offenses, in some instances.

Examples of misconduct include:

- Refusal to adhere to any policy listed elsewhere in this Handbook;
- Falsification of company documents and/or records;
- Failing to satisfy attendance and punctuality requirements;
- Failing to carry out duties and/or to follow the reasonable instructions or requests from supervisors and/or management;
- Violating the weapons policy contained herein;

- Engaging in any form of discrimination and/or harassment, related to another's race, religion, color, national origin, sex, pregnancy, childbirth and related conditions, lactation status, gender identity, sexual orientation, age, disability, veteran or military status, genetic information, ancestry, natural hair types and hair styles commonly associated with race, head wraps commonly associated with race, culture or religion, or any other protected status as required by law;
- Misuse, appropriation or destruction of company property, another employee's property or the property of anyone else Flashbay Inc.'s premise, including, but not limited to, electronic devices;
- Theft or the unauthorized removal or possession of property belonging to Flashbay Inc., fellow employees, customers or anyone else on Company property;
- Violating the confidentiality policy contained herein;
- Sleeping while on the job;
- Violating the drug and alcohol policy contained herein;
- Violating the workplace safety policy contained herein;
- Unsatisfactory job performance;
- Frequent or excessive damage to merchandise, equipment or facilities;
- Disregard of Company safety rules or practices;
- Frequent or excessive errors; or
- Incidents leading to claims.

Failure to observe the above standards will lead to corrective or disciplinary action, up to and including termination.

### 7.4 Corrective Action

The operation of a business or Flashbay Inc. requires certain standards of behavior. They serve to guide us in our work-related performance, conduct and responsibilities. Corrective action, or discipline, procedures are necessary measures to address unsatisfactory conduct or performance, or for violations of Flashbay Inc.'s policies, procedures and rules and regulations.

An objective of any corrective action is to formally place an employee on notice of a workplace concern that must be immediately addressed and not reoccur in the future.

This Handbook includes some examples of misconduct that may result in disciplinary action up to, and including, termination due to the seriousness of the infraction. It is within Flashbay Inc.'s sole discretion to determine the

appropriate action, corrective or otherwise, in any given situation.

### 7.5 Dress Code

Business casual is acceptable attire for office employees. Some situations may call for business attire and employees are encouraged to use business sense with choice of clothing and representation of Flashbay Inc. Employees meeting with customers should wear appropriate business attire. Flashbay Inc. makes reasonable accommodation as required by law for dress directly related to an employee's race, culture, religion or disability.

The basis of the dress code is as follows:

Appearance	
<p>"Business casual" should project a 'smart appearance' – that is, clothing that is suited to an office environment that is professional, but comfortable and relaxed. A "smart appearance" consists of clothing that is clean, free of rips and tears and stains (even when these constitute the garment's fashion). "Smart" should reflect a common-sense approach to making a professional and respectful impression on others.</p>	
Appropriate	Inappropriate
Pants	
<ul style="list-style-type: none"> <li>• Khakis or corduroys</li> <li>• Jeans (must be clean and free of rips; tears and fraying)</li> </ul>	<ul style="list-style-type: none"> <li>• Sweatpants, exercise or lounge wear</li> <li>• Low-rise pants or jeans</li> </ul>
Shorts / Skirts / Dresses	
<ul style="list-style-type: none"> <li>• Shorts, Skirts &amp; Dresses (Two fingers above the knee or longer)</li> </ul>	<ul style="list-style-type: none"> <li>• Athletic</li> <li>• Baggy</li> <li>• Shorts, Skirts &amp; Dresses (More than two fingers above the knee or shorter)</li> </ul>
Shirts	
<ul style="list-style-type: none"> <li>• Polo collars, knit (golf shirt)</li> <li>• Blouses, short- or long-sleeved</li> <li>• T-shirts with no offensive slogans or images.</li> <li>• Turtlenecks</li> <li>• Blazer or sport coats</li> <li>• Jackets or sweater</li> </ul>	<ul style="list-style-type: none"> <li>• T-Shirts with offensive slogans or images.</li> <li>• Beachwear</li> <li>• Exercise or lounge wear</li> <li>• Crop tops, clothing showing midriffs, spaghetti straps.</li> </ul>
Shoes	
<ul style="list-style-type: none"> <li>• Sneakers; Athletic</li> <li>• Moccasins</li> <li>• Boots</li> <li>• Sandals, dressy</li> <li>• Casual, heel, open-back shoes</li> </ul>	<ul style="list-style-type: none"> <li>• Beach Sandals; rubber on top and bottom</li> <li>• Slip-on sports sandals</li> <li>• Stained, marked or dirty shoes of any type</li> <li>• House shoes/slippers of any type</li> </ul>

• Shoes Free from dirt, marks or stains	
<b>Hats</b>	
No Hats, Beanies, or Sweatshirt/Hoodies on during working hours	

**Business Attire**

It is not necessary to wear a suit, unless meeting with an external client.

**Hygiene**

Hand washing and the use of hand sanitizers has gained importance as a protection against the spread of illnesses. However, proper attention should be paid to matters of personal hygiene.

Naturally, you will be aware of what constitutes a ‘smart appearance’ and you are encouraged to exercise personal judgment with regard to your choice of dress.

**7.6 Resign Employment by No Call / No Show**

Employees who fail to call off or show up for work for three (3) consecutive scheduled work days will be considered to have voluntarily terminated their employment.

**7.7 Leaving Flashbay Inc.**

Employees are employed at-will. This means the employee may voluntarily resign his or her position with or without notice or reason. This also means that Flashbay Inc. may terminate the employee’s employment at any time, with or without notice, and for any reason not contrary to applicable law.

In the event of a voluntary resignation, although not required, as a professional courtesy, the employee is expected to give at least two (2) weeks’ notice so that a smooth transition may occur in filling the vacated position.

An employee who terminates employment voluntarily and provides at least two weeks’ notice will be paid for any accrued but unused vacation time.

When employees leave Flashbay Inc., they may be asked to participate in an exit interview. The primary purpose of the exit interview is to ask for valuable feedback about employees’ work experiences at Flashbay Inc. Participation in such exit interviews is strictly voluntary.

**Policy Changes**

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right to make these changes without notice, we will strive to timely advise you of any changes affecting your employment.

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment. It merely establishes guidelines to govern our daily activities. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to your Supervisor or the Human Resource department.

**Again, welcome to FLASHBAY!**



## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

This is to acknowledge that I have received a copy of Flashbay Inc. Employee Handbook. I understand the information contained in it represents guidelines only which may be modified from time to time with or without notice. I understand that this Handbook is not intended as a contract of employment and that neither the Handbook's policies nor any representation made by a management representative, at the time of hire or subsequently, are to be interpreted as a contract between Flashbay Inc. and any of its employees.

I have read (or will read) Flashbay Inc. Employee Handbook. I understand that it is my responsibility to comply with the policies contained in this Handbook and that I will refer to it as questions arise.

I also understand that my employment is entered into voluntarily and I am free to resign at any time. I understand that Flashbay Inc. can terminate my employment at any time and for any reason not contrary to applicable law, with or without cause or notice.

I recognize and acknowledge that neither Flashbay Inc. nor I have entered into any contract of employment, express or implied. I also understand that no manager or other representative of Flashbay Inc. has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the provisions of this Handbook, except in the case of a written agreement signed by the President.

This handbook replaces all previous policy guides, manuals and handbooks.

---

Employee's signature

---

Date

---

Employee's Name (please print)