# advaita collective

ADVAITA INTEGRATED MEDICINE + GREEN HILL RECOVERY

# Team Member Handbook

07/03/2023

# ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help team members find the answers to many questions that they may have regarding their employment with Advaita Collective. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Advaita Collective adheres to the policy of employment at will, which permits the Company or the team member to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the CEO may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be signed and in writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the CEO.

This handbook supersedes all prior handbooks.

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# **Section 1 - Governing Principles of Employment**

#### 1-1. Introduction

Welcome to the Advaita Collective team! The Advaita Collective was founded with a simple yet powerful mission -- to increase human flourishing. We believe that by fostering a values-based, mission-driven environment that encourages creativity, collaboration, and growth, we can make a positive impact on the world.

You'll hear me talk a lot about two concepts: eudaimonia and advaita. Advaita is a Sanskrit word meaning 'nondual.' This informs our overall approach from patient services to overall healthcare and business strategy. Eudaimonia is a Greek word meaning 'human flourishing.' Our mission is not to reduce adverse symptomology, it's to increase flourishing for our patients, team, and community at large. The Advaita Collective is a deliberately developmental organization, meaning that we constantly seek to align your goals and interests with the company's.

There are no perfect humans or companies, but join us on this co-creative journey to increase human flourishing. We can't do it without you.

Tripp Johnson

**Chief Executive Officer** 

Advaita Collective

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#### 1-2. Equal Employment Opportunity

Advaita Collective is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Advaita Collective's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, team member activities, access to facilities and programs, and general treatment during employment.

Any team members with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. Advaita Collective will not allow any form of retaliation against team members who raise issues of equal employment opportunity. If team members feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All team members must cooperate with all investigations conducted pursuant to this policy.

#### 1-3. Reasonable Accommodations & Interactive Dialogue

Advaita Collective is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and team members who have requested an accommodation or for whom Advaita Collective has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact the Head of Human Resources. Accommodation requests can be made in writing using a form which can be obtained from the Head of Human Resources. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the team member should contact the Executive Director.

After receiving a request for an accommodation or learning indirectly that the team member may require such an accommodation, Advaita Collective will engage in an interactive dialogue with the team member.

Even if team member has not formally requested an accommodation, Advaita Collective may initiate an interactive dialogue under certain circumstances, such as when Advaita Collective has knowledge that team member's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Advaita Collective initiates an interactive dialogue with an team member, it should not be construed as Advaita Collective's belief an individual requires an accommodation, but will serve as an invitation for the team member to share with Advaita Collective any information the team member desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Advaita Collective will communicate openly and in good faith with the team member in a timely manner in order to determine whether and how Advaita Collective may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Advaita Collective will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the team member. Advaita Collective is not required to provide the specific accommodation sought by the team

member, provided the alternatives are reasonable and either meet the specific needs of the team member or specifically address the team member's limitations.

As part of the interactive dialogue, Advaita Collective reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

Advaita Collective will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the team member's underlying reason for needing an accommodation.

Advaita Collective will not allow any form of retaliation against team members who have requested an accommodation, for whom Advaita Collective has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Team members with questions regarding this policy should contact the Head of Human Resources.

#### 1-4. Non-Harassment

It is Advaita Collective's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Advaita Collective.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

#### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

#### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

#### Examples of conduct that violate this policy include:

- 1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
- 2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- 3. obscene or vulgar gestures, posters or comments;
- 4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- 5. propositions or suggestive or insulting comments of a sexual nature;
- 6. derogatory cartoons, posters and drawings;
- 7. sexually-explicit e-mails, text messages or voicemails;
- 8. uninvited touching of a sexual nature;
- 9. unwelcome sexually-related comments;
- 10. conversation about one's own or someone else's sex life;
- 11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- 12. teasing or other conduct directed toward a person because of the person's gender.

#### **Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to the Team member's Supervisor. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

#### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

#### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and

including termination.

#### 1-5. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our team members and others, to protect Company property, and to ensure efficient operations, Advaita Collective has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all team members and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Team members and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the team member's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the team member or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the team member is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, team members may not request an accommodation to avoid discipline for a policy violation. We encourage team members to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company team member, including themselves.

#### 1-6. Workplace Violence

Advaita Collective is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to team members and damage to Company and personal property.

Advaita Collective does not expect team members to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Advaita Collective specifically discourages team members from engaging in any physical confrontation with a violent or potentially violent individual. However, Advaita Collective does expect and encourage team members to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a

co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

#### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company team member WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, team members and visitors are prohibited from carrying weapons onto Company premises.

#### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the team member feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Advaita Collective's ability to investigate and respond to the complaints. All threats will be promptly investigated. All team members must cooperate with all investigations. No team member will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the team member is the recipient of a threat made by an outside party, that team member should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by team members or by anyone else.

# 1-7. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

It is the intention of Advaita Collective to ensure the confidentiality and integrity of protected health information of both clients and staff, as required by HIPAA, professional ethics, accreditation standards, licensure requirements, and any other legal requirements, team members, contractors, students, and volunteers, hereafter collectively and individually known as "staff members," are expected to follow the policies, guidelines and standards for workforce performance expectations which are mandated by HIPAA. Violation of these rules and standards will constitute grounds for disciplinary action up to and including termination, professional discipline, and criminal prosecution. Staff members are required to comply with all relevant standards, including the following:

- Staff members must not review staff or client protected health information for any purpose other than treatment, payment, or health care operations, and only with a legitimate need to know such information.
- Staff members must not disclose to others team members or clients' protected health information for any purpose other than treatment, payment, or health care operations, and only with others having a legitimate need to know such information.
- Staff members must not discuss a client's protected health information in a public area or outside of the company's premises.
- Staff members must secure protected health information to avoid inadvertent disclosure.
- Staff members must not intentionally access or disclose protected health information in a manner

- inconsistent with our policies and procedures, for personal gain, curiosity, concern, or any other reason not permitted by HIPAA.
- Staff members must report to their supervisor their knowledge of any breach in HIPAA confidentiality standards.

The company will not take disciplinary action against any staff member who makes an internal complaint, participates in an investigation, or makes a disclosure to a federal or state oversight agency or public health authority authorized by law to oversee the relevant conduct of the Advaita Collective or to an appropriate health care accreditation organization when the staff member is acting in good faith on the belief that the company has engaged in conduct that is unlawful or otherwise violates professional or clinical standards.

Team members acknowledge their understanding of their duties as set forth herein. I further understand that these duties apply during work hours and during off-duty time. They further understand that these duties and standards apply even after the termination of their employment with the Advaita Collective. They understand that their failure to comply with these standards during their employment may result in disciplinary action, civil liability, and/or criminal prosecution. They understand that their failure to comply with these standards after my employment ends may result in civil liability and/or criminal prosecution.

# **Section 2 - Operational Policies**

#### 2-1. Employee Classifications

For purposes of this handbook, all Advaita Collective team members fall within one of the classifications below. Leadership will discuss the specifics of your compensation structure prior to your hiring/promotion.

**Full-Time Team members** - Team members who regularly work at least 40 hours per week who were not hired on a short-term basis.

**Part-Time Team members** - Team members who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

**Short-Term Team members** - Team members who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term team members generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, team members are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Team members classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The team member will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

#### 2-2. Your Employment Records

In order to obtain their position, team members have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Team members should keep their personnel file up to date by informing the employee's supervisor of any changes. Team members also should inform the employee's supervisor of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach team members in a crisis could cause a severe health or safety risk or other significant problem.

#### 2-3. Working Hours and Schedule

Advaita Collective normally is open for business from 8:30 to 6:00, Monday through Friday.

Team members will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Advaita Collective may need to change individual work schedules on either a short-term or long-term basis.

Team members will be provided meal and rest periods as required by law. A supervisor will provide further details.

#### 2-4. Remote Work/Telecommuting

Advaita Collective may allow team members to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Team members also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Team members who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Team members also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

#### **At-Will Employment**

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or team member without notice, cause, or liability.

#### **Hours of Work**

Team members will work full time from home. Scheduled hours of work will be set by the team members' manager or supervisor. Team members should maintain regular contact with their supervisors and managers.

Nonexempt team members must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt team members may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

#### Location

Team members will provide, at their expense, a secure, dedicated work area. Team members are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Team members will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

#### **Duties**

Team members are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Team members must stay engaged with work throughout the workday and be fully available during normal business hours. If team members do not successfully perform their job duties remotely, this arrangement will be revoked. Team members are expected to follow existing Company policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

#### **Accidents and Injuries**

Team members agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If team members incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the team members are working will apply. Team members must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

#### **Equipment**

Team members agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, team members agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business. Team members have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Team members hereby release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

# **Return of Company Property**

All equipment, records, and materials provided by the Company will remain Company property. Team members agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by team members for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the team members.

#### **Expenses**

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the Company will reimburse team members for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

#### **Confidentiality**

Team members agree that they are subject to the Company's policies prohibiting the nonbusiness use or dissemination of the Company's confidential business information. Team members will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonteam members to access such information, and keeping such information in locked drawers or file cabinets when not in use. Team members will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

#### Contact

If team members have any questions concerning this policy or would like to apply to work remotely, they should contact their direct supervisor.

#### 2-5. Timekeeping Procedures

Non-exempt team members must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the team member to discipline, up to and including discharge.

Exempt team members are required to record their daily work attendance and report full or half days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt team members may not start work until their scheduled starting time.

It is the team member's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

#### 2-6. Overtime

When Advaita Collective experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide team members with adequate advance notice in such situations. Team members may work overtime only with prior management authorization. Any non-exempt team member who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt team member who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

#### 2-7. Safe Harbor Policy for Exempt Employees

It is Advaita Collective's policy and practice to accurately compensate team members and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, team members must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried team members will receive a salary which is intended to compensate them for all hours they may work for Advaita Collective. This salary will be established at the time of hire or classification as an exempt team member. 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 performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt team member's full-day absences due to sickness or disability before the team member has qualified for the plan, policy or practice or after the team member has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the team member works less than a full week; and
- any full work week in which the team member does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the team member performed any work, salary will <u>not</u> be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the team member performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If team members believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the team member believes it would be inappropriate to contact that person (or if the team member has not received a prompt and fully acceptable reply), they should immediately contact Supervisor or any other supervisor in Advaita Collective with whom the team member feels comfortable.

#### 2-8. Your Paycheck

Team members will be paid semi-monthly for all the time worked during the past pay period.

Hourly Green Hill team members will be paid biweekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Advaita Collective is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any team member's pay, the team member should bring the matter to the attention of your

Supervisor immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the team member, unless the team member requests that they be mailed or authorizes in writing that another person may accept the check.

#### 2-9. Direct Deposit

Advaita Collective strongly encourages team members to use direct deposit. Authorization forms are available from your Supervisor.

#### 2-10. Salary Advances

Advaita Collective does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

#### 2-11. Performance Review

Depending on the team member's position and classification, Advaita Collective endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company requires quarterly check-ins.

#### 2-12. Performance Improvement

#### Performance Improvement Overview:

We believe that open communication between you and your supervisor can provide the basis for resolving any problems associated with your behavior or performance. Advaita Collective does not have a formal improvement process but will take any action necessary depending on the facts of each situation. Nonetheless, at Advaita Collective, performance improvement is not intended to punish, but to help the team members understand and correct their behavior. Improvement actions may entail verbal warnings, written warnings, and termination. Not all of these actions may be followed in all instances. The company reserves the right to exercise discretion. A prior warning is not necessarily a requirement for termination. All actions will be documented; documentation will be placed in personnel files.

#### Actionable Behaviors:

The company reserves the right to take any action the company considers

appropriate, including termination, at any time. Listed below are some examples where immediate termination may be warranted. This list is general in nature and is not intended to be all-inclusive:

- Discourtesy to a customer, vendor, or the general public resulting in a complaint or loss of goodwill
- Refusal or failure to follow directions from management; insubordination
- Breach of confidentiality relating to employer, employee, customer, or vendor information

- Altering, damaging, or destroying company property or records, or another employee's property
- Dishonesty
- Providing false or misleading information to any company representative or in any company records, including the employment application, benefits forms, time cards, expense reimbursement forms, and similar records
- Fighting or engaging in disorderly conduct on the company's or a customer's premises or off-site while representing the company
- Violations of any of the company's employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest, and code of conduct
- Conduct or performance issues of a serious nature
- Failure of a drug or alcohol test

#### 2-13. Record Retention

Advaita Collective acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of team members to follow this policy can result in possible civil and criminal sanctions against the Company and its team members and possible disciplinary action against responsible individuals (up to and including discharge of the team member). Each team member has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

# 2-14. Job Postings

Advaita Collective is dedicated to assisting team members in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all team members. To be eligible to apply for an open position, team members must meet the following requirements:

- be a current, regular, full-time or part-time team member;
- have been in current position for at least six (6) months:
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If team members find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

#### **Section 3 - Benefits**

#### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Advaita Collective's policy to provide a combination of supplemental benefits to all eligible team members. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Advaita Collective provides team members and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Head of Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

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

While the Company intends to maintain these team member benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If team members have any questions regarding benefits, they should contact the Head of Human Resources.

#### 3-2. Paid Holidays

The company recognizes the following holidays:

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

#### Christmas Day

#### 3 Days Floating Holiday

Although the company does recognize these holidays, the nature of Advaita Collective's operations requires staff to be present at all times. This means that, as a team member, you may be required to work on a recognized holiday.

When holidays are celebrated on a regular work day, eligible salary exempt employees will receive one (1) day's pay at their regular rate of pay. Eligible salary exempt team members who are called into work on a holiday will receive one (1) PTO day to use at their leisure. Eligible hourly non-exempt team members that are scheduled to work on a holiday will be paid 1.5 times their regular hourly rate of pay.

#### 3 Day Floating Holiday

All full-time salaried team members are entitled to 3 additional paid days off to be used during the holiday season, that is in addition to their existing PTO package.

Apart from organization-observed state and national holidays, some team members may observe separate religious holidays or have different family traditions. In the spirit of anti-discrimination practices, we crafted this 3 day floating policy to allow team members to take time off in a manner that is reflective of their lifestyle, traditions and values. We encourage team members to utilize their floating holiday PTO for such instances. Our leadership will make every effort to approve such PTO requests unless such an arrangement will cause undue hardship to our company.

#### **How to Submit Your Requested Floating Days**

Team members must request the dates they would like off through the ADP Employee Portal under the Floating Holiday policy. The supervisor will then determine whether or not those dates will work for coverage reasons. If team members in the same department request the same days off and both requests cannot be honored, the team member that has been with the company the longest will be selected. The other team members will be asked to request alternative days off.

#### 3 Day Floating Policy Highlights

This policy was created to give team members a greater ability to have PTO that is reflective of their lifestyle and beliefs. The 3 days must be utilized during the holiday season, which is considered to be November 15th through January 15th. Requests to utilize the 3 days outside of this window will be granted for religious observations. The 3 days can be utilized consecutively or separately.

Every team member's preferences will attempt to be honored, but there may be instances where team members will be asked to submit alternative dates due to lack of coverage, conflicting requests, etc.

#### **Unpaid Time**

If a team member has already utilized all of their existing PTO and the 3 day floating PTO but has a religious observance or special circumstance that they would like to be off for, they may request unpaid time off. The organization will make every effort to honor a team member's request for unpaid time off. The organization reserves the right to deny a request or to ask a team member to request alternative days if the time off would constitute an undue hardship to the organization.

#### 3-3. Paid Time Off

Advaita Collective appreciates how hard team members work and recognizes the importance of providing time for rest and relaxation. Advaita Collective fully encourages team members to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Exempt team members accrue PTO based off their offer letter.

The maximum paid time off entitlement for part-time/non-exempt team members is pro-rated based on hours worked.

Paid time off should be taken during the year received, unless otherwise required by law. Accrued, unused paid time off can be carried over to the following calendar year. It is important to keep in mind that the maximum amount of PTO you can carry at one time is 120 hours.

If team members wish to use three (3) or more full days of paid time off consecutively, they must submit a request to their manager at least two (2) weeks in advance of the requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant requests, consistent with operating schedules. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. The individual who requested the time off first will generally be the on that gets selected.

PTO should be used to handle personal affairs and illness. If team members will be out of work due to illness or due to any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. They must also report their time off to HR and their supervisor by email so the time off can be properly documented in ADP. If they call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

For exempt team members, paid time off may be used only in half-day increments. Any time off that is less than 4 hours can be made up during the week with their supervisor's approval.

Advanced but unaccrued paid time off will be deducted from the team member's final paycheck, to the extent permitted by law.

Without a 90-day notice of resignation, team members forfeit any PTO that they may have. PTO will be paid out to any employee that has been terminated.

# 3-4. Paid Parental Leave

#### Purpose/Objective

Advaita Collective will provide up to 6 weeks of paid parental leave to team members following the birth of an team member's child or the placement of a child with an team member in connection with adoption or foster care. The purpose of paid parental leave is to enable the team member to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave or Medical Leave and Family Care (MLFC), as applicable. This policy will be in effect for

births, adoptions, or placements of foster children occurring on or after 1/1/2023.

#### **Eligibility**

Eligible team members must meet the following criteria:

- Have been employed with the company for at least 6 months (the 6 months do not need to be consecutive).
- Be a full- or part-time, regular team member (temporary team members and interns are not eligible for this benefit).

In addition, team members must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be aged 17 or younger). The adoption of a new spouse's child is excluded from this policy.

#### Amount, Timeframe, and Duration of Paid Parental Leave

- Eligible team members will receive a maximum of 6 weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the [enter number]-week total amount of paid parental leave granted for that event. In addition, in no case will a team member receive more than 6 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the team member's regular, straight-time weekly pay. Paid parental leave will be paid in accordance to your regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the team member. Paid parental leave may not be used or extended beyond this 12-month time frame.
- In the event of a female team member who herself has given birth, the 6 weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the team member for the member's own medical recovery following childbirth.
- Team members must take paid parental leave for one continuous period of leave and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

#### **Coordination with Other Policies**

• Paid parental leave taken under this policy will run concurrently with leave under the FMLA/MLFC; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA/MLFC leave per a 12-month period. All other requirements and provisions under the FMLA/MLFC will apply. In no case will the total amount of leave-whether paid or unpaid-granted to the team member under the FMLA/MLFC exceed 12 weeks during the 12-

month FMLA/MLFC period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA/MLFC.

- After the paid parental leave (and any short-term disability leave for team members giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through team members' accrued sick, vacation, and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on FMLA.
- The company will maintain all benefits for team members during the paid parental leave period just as if they were taking any other company paid leave, such as paid vacation leave or paid sick leave.
- If a company holiday occurs while the team member is on paid parental leave, such day will be charged to holiday pay. However, such holiday pay will not extend the total paid parental leave entitlement.
- If the team member is on paid parental leave when the company offers administrative leave (known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.
- A team member who takes paid parental leave that does not qualify for FMLA/MLFC leave will be afforded the same level of job protection for the period of time that the team member is on paid parental leave as if the team member was on FMLA-qualifying leave.

#### **Requests for Paid Parental Leave**

- The team member will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The team member must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy.

#### 3-5. Lactation Accommodations

Advaita Collective will provide a reasonable amount of break time to accommodate team members desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law.

The Company will make reasonable efforts to provide team members with the use of a room or location in close proximity to the team member's work area, other than a bathroom, to express milk in private. This location may be the team member's private office, if applicable. Please consult the Head of Human Resources with questions regarding this policy.

Team members should advise management if they need break time and an area for this purpose. Team members will not be discriminated against or retaliated against for exercising their rights under this policy.

# 3-6. Workers' Compensation

On-the-job injuries are covered by Advaita Collective's Workers' Compensation Insurance Policy, which is provided at no cost. If team members are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of team members to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Team members who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

# 3-7. Jury Duty

Advaita Collective realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. Team members are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Team members also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, team members may be asked to try to postpone jury duty.

Team members on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt team members will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

#### 3-8. Bereavement Leave

The death of a family member is a time when team members wish to be with their families. If the team member is full-time and loses a close relative, the team member will be allowed paid time off of up to 3 workdays to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, or any other relation required by applicable law. Paid leave days may only be taken on regularly scheduled, consecutive workdays following the day of death. Team members must inform their supervisor prior to commencing bereavement leave. In administering this policy, Advaita Collective may require verification of death.

#### 3-9. Voting Leave

In the event team members do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the team member may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

# 3-10. Insurance Programs

Full-time team members may participate in Advaita Collective's insurance programs. Under these plans, eligible team members will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, team members will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Head of Human Resources with any further questions.

#### 3-11. Long-Term Disability Benefits

Full-time team members are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between Advaita Collective and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Team members who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

# 3-12. Salary Continuation

Advaita Collective provides enhanced monetary short-term disability benefits to full-time team members. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Team members who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Team members will be required to submit medical certification as requested by Advaita Collective. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

#### 3-13. Employee Assistance Program

Advaita Collective provides the Team member Assistance Program, which offers qualified counselors to help team members cope with personal problems they may be facing. Further details can be obtained through Human Resources.

#### 3-14. Transportation Reimbursement Program

Advaita Collective provides a Transportation Reimbursement Program which allows all team members to pay for eligible transportation expenses with pre-tax income. Team members may participate on the first of the month after one (1) month of employment. The program works similarly to a Flexible Benefits Program, in which team members elect to have a portion of pre-tax income transferred to an account for future reimbursement for transportation expenses. The amount of contributions is subject to IRS limits which generally change every year. Upon becoming eligible to participate in this plan, team members will receive a Summary Plan Document (SPD) describing the benefit in greater detail. Team members should refer to the SPD for detailed plan information. Of course, team members also should feel free to speak to the Head of

Human Resources if they have any further questions.

# 3-15. Retirement Plan

Eligible team members are able to participate in Advaita Collective's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, team members will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Head of Human Resources if there are any further questions.

#### **Section 4 - Leaves of Absence**

#### 4-1. Personal Leave

If employees are ineligible for any other Company leave of absence, Advaita Collective, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. Health insurance coverage is subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

#### 4-2. Military Leave

If team members are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, team members must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, team members will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Team members should ask management for further information about eligibility for Military Leave.

If team members are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Advaita Collective can maintain proper coverage while team members are away.

#### 4-3. School Attendance Leave

Advaita Collective will grant team members who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the team member and the Company. The Company may require verification of the team member's participation in the school activities. Team members must first use accrued paid time off for this purpose.

#### 4-4. Medical Leave and Family Care (MLFC)

#### **Qualifying Reasons**

The Company provides leaves of absence without pay to eligible team members for any of the following reasons:

- 1. The birth of a child and to bond with the newborn child within one year of birth;
- 2. The placement with the team member of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- 3. To care for the team member's spouse, son, daughter, or parent ("covered family member") who has a serious health condition:
- 4. Your own serious health condition which renders you unable to perform the functions of the position; or,
- 5. Any qualifying exigency (as defined under the Federal Family Medical Leave Act) arising out of the fact that a team member's spouse, son, daughter, or parent is a military member on covered active duty or called to cover active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave is also available for family members of active-duty service members.

In the event that state or federal law provides for greater rights than provided by this policy, it is the Company's policy to govern its actions in accordance with those laws. For example, state law may extend MLFC leave entitlements to civil union and domestic partners.

Qualifying exigencies may include, but are not limited to, attending certain events that arise because of the military member's covered active duty status provided that the employer and team member agree that such leave shall qualify as an exigency, and agree to both the timing and duration of the leave; certain childcare and school activities; addressing certain financial and legal arrangements; attending certain counseling sessions; caring for the parents of the military member on covered active duty who is incapable of self-care and attending certain post-deployment activities. The qualifying exigencies listed in this paragraph are defined in 29 § CFR 825.126.

#### **Amount of Leave Available**

Eligible team members that qualify for leave are normally granted leave up to a maximum of 12 weeks within a 12-month rolling period measured backward from the date of any leave usage.

Where permitted by law, MLFC leave exhausts while using leave under federal, state or local family and

medical leave laws. Unless otherwise provided by law, for purposes of this policy, leave usage includes leave provided pursuant to this policy or leave previously granted under state or federal leave laws.

MLFC leave must be used in one-week increments. Team members are required to exhaust any accrued paid leave time while taking unpaid leave.

If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension as required by law. Extensions will be considered under ADA. However, benefits will only be provided for the initial maximum of 12 weeks, after which time the team member may apply for benefits continuation under COBRA.

#### Additional Military Family Leave Entitlement (Military Caregiver Leave)

In addition to the basic MLFC leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12-month period and, when combined with other MLFC-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is in outpatient status (as defined in 29 C.F.R. § 825.127) or is on the temporary retired list for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military service, except for a dishonorable discharge, at any time during the five years preceding the date the eligible team member takes MLFC leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy, or is in outpatient status for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

This policy adopts the definition of a "serious injury or illness" set forth in 29 C.F.R. § 825.127. This definition is distinct from the definition of "serious health condition" applicable to MLFC leave to care for a covered family member (discussed above).

#### **How to Request Leave**

Employees may request leave only after having been employed for one year. Eligible team members should make requests for leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

#### **Certification Requirements**

Employees may be required to provide written documentation from their health care provider supporting the need for leave including a detailed explanation of the medical reason, why the team member requires a leave of absence, any accommodations that might enable the team member to return to work, and the health care provider's opinion (supported by the medical reasoning) as to the likely date the team member will return to work if known.

In the case of leave to care for a covered family member, team members may be required to provide documentation substantiating the need for leave. This would include, for example, a statement from the family member's healthcare provider indicating that the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety.

Upon request, the first time team members seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require team members to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from theteam member setting forth information concerning the nature of the qualifying exigency for which leave is requested team members shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active-duty status of the same or a different covered military member.

When leave is taken to care of a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, the Company may request that the certification submitted by team members set forth additional information provided by the team member and/or the covered service member confirming entitlement to such leave. Any changes in this information should be promptly reported to the Company.

#### **Continuation of Health Insurance Benefits While on Leave**

Health insurance benefits will be provided by the company for a maximum of 12 weeks (or 26 weeks for injured servicemember leave) under the same terms that would have applied had the team member not taken leave. Team members remain responsible for payment of the team member contributions while on leave. Payment must be received by the last day of each month. Failure to make timely payments may result in a termination of health insurance benefits.

Employees who exceed the 12 (or 26 for injured service member leave) week maximum period of leave will become responsible for the full costs of these benefits and may apply for benefits continuation under COBRA. When the team member returns from leave, benefits will again be reinstated on the first of the month following the team member's return to work.

#### **Returning from Leave / Job Restoration**

A team member on leave is requested to provide the company with at least two weeks advance notice of the date the team member intends to return to work so that a team member's return to work can be properly scheduled.

Employees returning from leave because of that team member's own serious health condition may be required to submit a health care provider's verification of their fitness to return to work.

Job restoration is not guaranteed. However, when a leave ends, the Company will make reasonable efforts to reinstate the team member to the same position previously held by the team member if it is available. If it is not available, the Company will make reasonable efforts to reinstate the team member to an equivalent position for which the team member is qualified and if an equivalent position is not available, then to a lower-level position.

If a team member fails to return to work on the agreed upon return date, the Company may assume that the team member has resigned.

#### **Contact Information**

Any questions regarding this policy should be directed to the ADP TotalSource Leaves Administration Team at 844-448-0325 or by email Leaves@adp.com.

# 4-5. Volunteer Emergency Responders Leave

Employees may be eligible for time off work to respond to a state of emergency as a volunteer firefighter, rescue squad member, or emergency medical services member. Employees should contact their supervisor as soon as they are aware that they will be late to work, or unable to report to work due to the emergency dispatch. Upon request, employees must provide their supervisor with a statement from the appropriate department/organization documenting that the employee was responding to an emergency call. Such time off will be unpaid for nonexempt employees. Exempt employees will be paid in accordance with federal and state wage and hour laws.

#### 4-6. Victims of Domestic Abuse, Sexual Assault, and Related Crimes Leave

An employee is eligible for unpaid time off to obtain or attempt to obtain relief under North Carolina's domestic violence or civil no-contact laws, including instituting civil action and obtaining a protective order or other emergency assistance.

An employee must follow the employer's usual time-off policy or procedure, including advance notice to the employer (when required by the employer's usual procedures), unless an emergency prevents the employee from doing so.

Employees may substitute any accrued vacation, sick or other time off for leave under this policy. No employee will be subject to discharge, demotion, denial of a promotion, or discipline for taking time off under this policy.

#### **Section 5 - General Standards of Conduct**

#### 5-1. Workplace Conduct

Advaita Collective endeavors to maintain a positive work environment. Each team member plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- 1. Obtaining employment on the basis of false or misleading information.
- 2. Stealing, removing or defacing Advaita Collective property or a co-worker's property, and/or disclosure of confidential information.
- 3. Completing another team member's time records.
- 4. Violation of safety rules and policies.
- 5. Violation of Advaita Collective's Drug and Alcohol-Free Workplace Policy.
- 6. Fighting, threatening or disrupting the work of others or other violations of Advaita Collective's Workplace Violence Policy.
- 7. Failure to follow lawful instructions of a supervisor.
- 8. Failure to perform assigned job duties.
- 9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- 10. Gambling on Company property.
- 11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another team member.
- 12. Wasting work materials.
- 13. Performing work of a personal nature during working time.
- 14. Violation of the Solicitation and Distribution Policy.
- 15. Violation of Advaita Collective's Harassment or Equal Employment Opportunity Policies.
- 16. Violation of the Communication and Computer Systems Policy.
- 17. Unsatisfactory job performance.
- 18. Any other violation of Advaita Collective policy.

Obviously, not every type of misconduct can be listed. Note that all team members are employed at-will, and Advaita Collective reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Advaita Collective will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the team member at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

# 5-2. Punctuality and Attendance

Team members are hired to perform important functions at Advaita Collective. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow team members and Supervisors. We expect excellent attendance from all team members. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, team members are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another team member, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Team members should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

#### 5-3. Use of Communications and Computer Systems

Advaita Collective's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Advaita Collective systems.

Advaita Collective may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the team member's absence.

Further, Advaita Collective may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review team members' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the team member's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all team members, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No team member may access, or attempt to obtain access to, another team member's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

#### 5-4. Use of Social Media

Advaita Collective respects the right of any team member to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure team members focus on their job duties, team members must adhere to the following rules:

Team members may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the team members are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the team member mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to team member social media usage.

Advaita Collective encourages all team members to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Team members must use their best judgment. Team members with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

#### 5-5. Personal and Company-Provided Portable Communication Devices

Advaita Collective-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Team members have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some team members may be authorized to use their own PCD for business purposes. These team members should work with the IT department to configure their PCD for business use. Communications sent via a

personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, team members must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If team members who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide team members with the personal data in another form (e.g., on a disk) to the extent practicable; however, the team member may lose some or all personal data saved on the device.

Team members may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether team members use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

#### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, team members may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, team members must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a cell phone while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

# **5-6.** Inspections

Advaita Collective reserves the right to require team members while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Team members are expected to cooperate in the conduct of any search or inspection.

#### 5-7. Smoking

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

#### 5-8. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety, security, and HIPAA reasons, team members are prohibited from having personal guests visit or accompanying them anywhere in Advaita Collective facilities other than the reception areas.

#### 5-9. Solicitation and Distribution

To avoid distractions, solicitation by the team member of another team member is prohibited while either team member is on work time and in all immediate patient care areas. "Work time" is defined as the time the team members are engaged, or should be engaged, in performing their tasks for Advaita Collective. Solicitation of any kind by non-team members on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in immediate patient care areas and all other working areas of Company is prohibited at all times. Distribution of literature by non-team members on Company premises is prohibited at all times.

#### 5-10. Bulletin Boards

Important notices and items of general interest are continually posted on Advaita Collective bulletin boards. Team members should make it a practice to review bulletin boards frequently. This will assist team members in keeping up with what is current at Advaita Collective. To avoid confusion, team members should not post or remove any material from the bulletin board.

# **5-11. Confidential Company Information**

During the course of work, team members may become aware of confidential information about Advaita Collective's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Team members also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Advaita Collective's competitors. Any team member who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Team members may be required to sign an agreement reiterating these obligations.

#### 5-12. Conflict of Interest and Business Ethics

It is Advaita Collective's policy that all team members avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no team member should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- 1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any team member who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
- 2. holding any interest in an organization that competes with the Company;
- 3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
- 4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the team member's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the team member's responsibility to report any actual or potential conflict that may exist between the team member (and the team member's immediate family) and the Company.

# 5-13. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Team members should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to team members or others. Supervisors can answer any questions about the team members' responsibility for maintenance and care of equipment used on the job.

Team members also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to team members' personal belongings unless the team member's supervisor provided advance approval for the team member to bring the personal property to work.

#### 5-14. Health and Safety

The health and safety of team members and others on Company property are of critical concern to Advaita Collective. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon team members to ensure that work areas are kept safe and free of hazardous conditions. Team members are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All team members should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the team member's supervisor as soon as possible, regardless of the severity of the injury or accident.

#### 5-15. Hiring Relatives/Employee Relationships

A familial relationship among team members can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Advaita Collective may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from

employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two team members marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which team member will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the team member is similar to that of persons who are related by blood or marriage.

# 5-16. Team Member Dress and Personal Appearance

Advaita Collective values professionalism and creating a comfortable and safe environment for our patients, team members, and greater community. Further, appropriate dress is a critical issue because it makes an impression on the people who come in contact with Advaita Collective. Therefore, we expect all staff members to dress appropriately while on duty. Team members are required to dress in appropriate business casual/casual attire based on their job and to behave in a professional, businesslike manner. The dress code policy applies to all team members, including medical, clinical and non-clinical staff.

Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the organization. If you have questions about what is appropriate, please see your supervisor or the Human Resources Department.

#### General Guidelines

#### Clothing should:

- ? Be clean, in good condition, and free from wrinkles or stains
- ? Be appropriate for a professional environment
- ? Be appropriate for the duties of the position held
- ? Fit properly and pants should not sit below the waist area
- ? Not be revealing or provocative
- ? Not display undergarments
- ? Not display offensive language or images, and miscellaneous logos or emblems should be kept to a minimum when possible
- ? Hats should not be worn indoors in clinical offices

#### Shoes should:

- ? Be clean and in good condition
- ? Be appropriate for the duties of the position held

#### Attire

#### Acceptable attire includes:

- ? Business casual, such as collared shirts, sweaters, skirts, dresses, blouses, dress pants, khakis, and appropriate dress shoes.
- ? Appropriate casual attire, such as denim, khakis, capris, dresses, skirts, t-shirts, polo shirts, and appropriate casual shoes including sandals or athletic shoes.
- ? Jeans are permitted, but they should be in good condition and free of holes, tears, or distressing.

- ? Appropriate athletic attire may be worn when team members are participating in athletic activities as a team or with clients, but must remain modest and not be revealing. Inappropriate Attire Includes:
- ? Athletic attire for non-athletic occasions, and athletic attire at any time that is revealing, suggestive, or offensive.
- ? Sweatpants, muscle shirts, spandex, leggings, tight-fitting or revealing clothing, backless tops or dresses, midriff tops, thin strapped tank tops, open back halter tops, mini-skirts, and dresses that are shorter than knee length.
- ? Leggings are permitted if they are worn with a dress or tunic of appropriate length.

#### Non-Discrimination & Reasonable Accommodations

This policy is not intended to discriminate against any individual based on gender, gender identity, race, ethnicity, religion, or any other protected characteristic. Advaita Health Ventures recognizes the importance of individually held religious beliefs to persons within its workforce. We will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Advaita Health Ventures will also consider accommodation requests regarding attire if it relates to a medical condition. Those requesting workplace attire accommodation based on religious beliefs or on a medical condition should be referred to the Human Resources Department.

#### 5-17. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to CEO. Only CEO is authorized to make or approve public statements on behalf of the Company. No team members, unless specifically designated by CEO, are authorized to make those statements on behalf of Company. Any team member wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from CEO.

#### 5-18. Operation of Vehicles

All team members authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Team members must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every team member to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

#### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, team members may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the team members are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a PCD while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

#### 5-19. Business Expense Reimbursement

Team members will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the team member's supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's Supervisor along with the receipts in a timely manner.

Team members are expected to exercise restraint and good judgment when incurring expenses. Team members should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

#### 5-20. References

Advaita Collective will respond to reference requests through their direct supervisors. The company will provide general information concerning the team member, such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to your direct supervisor.

# 5-21. If You Must Leave Us

Should the team members decide to leave the Company, we ask that they provide their Supervisor with at least 2 weeks advance notice of departure. Thoughtfulness will be appreciated. All Company, property including, but not limited to, keys, laptop computers, printers, technological accessories, etc., must be returned at separation. Team members also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, team members will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all team members are employed atwill and nothing in this handbook changes that status.

# 5-22. Exit Interviews

Team members who resign are requested to participate in an exit interview with the Human Resources Representative, if possible.

# 5-23. A Few Closing Words

This handbook is intended to give team members a broad summary of things they should know about Advaita Collective. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Advaita Collective, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Team members should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

# General Handbook Acknowledgment

This Team member Handbook is an important document intended to help team members become acquainted with Advaita Collective. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of Advaita Collective's Team members Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Advaita Collective other than the CEO may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Team member Handbook.

Team member's Printed Name:	
Team member's Signature:	
Position:	
Date:	

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

#### **Receipt of Non-Harassment Policy**

It is Advaita Collective's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Advaita Collective.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

#### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

#### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

- 1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
- 2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- 3. obscene or vulgar gestures, posters or comments;
- 4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- 5. propositions or suggestive or insulting comments of a sexual nature;
- 6. derogatory cartoons, posters and drawings;
- 7. sexually-explicit e-mails, text messages or voicemails;
- 8. uninvited touching of a sexual nature;
- 9. unwelcome sexually-related comments;
- 10. conversation about one's own or someone else's sex life:
- 11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- 12. teasing or other conduct directed toward a person because of the person's gender.

# **Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to the Team member's Supervisor. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

#### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

#### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

have read and I understand Advaita Collective's Non-Harassment Policy.
Γeam member's Printed Name:
Γeam member's Signature:
Position:
Date:

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.