

Company

Handbook

Welcome

It is our privilege to welcome you to CeriFi.

Whether you are a new employee or current employee, the value of your contribution to our mutual success cannot be overemphasized and we are pleased to have you be a part of our company and team. We hope that your journey with CeriFi will be rewarding and challenging. We take pride in our employees as well as in the services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies, procedures, and/or benefits summarized in this handbook are written for all employees. Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein.

The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you much success in your employment here at CeriFi!



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Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at CeriFi (“Company”). The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Handbook is not a contract of employment and does not create a contract of employment. Like most American companies, CeriFi generally does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to Human Resources.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

ABOUT THE COMPANY

Formed in 2017, CeriFi is your *ally* for *financial* and *legal learning*, here to guide you as you invest in tools and technologies to help your team grow.

Through our curated portfolio of leading brands, we provide licensing, certification, and continuing education services amplified by insightful, best-in-class content. Our goal is to empower organizational success with a robust learning ecosystem backed by personalized customer support and an easy-to-use toolset.

Powered by unparalleled content, extensive support, and innovative tools, our programs consistently boost pass rates for top financial institutions, colleges, and universities. And students appreciate our learning platforms for their inclusivity, accessibility, and ease of use.



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WHO WE ARE

Mission

To build an inclusive community of financial professionals and other professionals, connected by a desire to empower their careers through world-class education and preparation.

Vision

To secure our place as the clear leader in financial and legal education.

Promise

To be your ally for financial and legal learning success, here to guide you with a learning system designed to support a variety of learners, backed by personalized customer support.

Values

- ▶ **Transparency**
Assume positive intentions.
- ▶ **Accountability**
Accept joint responsibility for our customers' experiences and successes.
- ▶ **Collaboration**
Draw strength from our shared knowledge and expertise.
- ▶ **Excellence**
Become a professional through continuous learning and improvement.

Work General Policies

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At-Will Employment

Your employment with CeriFi is on an “at-will” basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only “for cause,” or any other guarantee of continued benefits or employment. If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Code of Ethics

CeriFi will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized.

The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of this Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

Equal Employment Opportunity Policy

The Company is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state or local laws. Our policy reflects and affirms the Company’s commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in the Anti-Discrimination & Harassment section of the handbook.

Employee Privacy Policy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data (“Personal Information”) which we collect from you is important to us. It is equally important that you understand how we handle this data. The Company will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the Company, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulations.
- Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization, it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copies containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices.

Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible mediums containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the Company.

The Company will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or Human Resources. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or Human Resources.

Dress Code and Public Image Policy

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy at all times to co-workers, customers, vendors and clients.

The current Company dress code is casual attire. Generally, clean, neat clothing is acceptable. As always, please use common sense in your choice of business attire.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected by law.

Work From Home Policy

The purpose of this policy is to outline guidelines and expectations for employees who work remotely or from home, on either a full or part-time basis. This policy aims to ensure productivity, maintain a healthy work-life balance, and establish clear communication channels.

Responsibilities

» Employees:

Adhere to their regular work hours and remain accessible during those hours.

Create a dedicated workspace that is quiet, free from distractions, and conducive to work.

Follow company security protocols and ensure the confidentiality of company information.

Maintain regular communication with their supervisors and team members.

Report any technical issues or problems that may affect their ability to work effectively.

Comply with all applicable company policies and procedures.

» Managers/Supervisors:

Provide clear expectations, deadlines, and deliverables to remote employees.

Communicate regularly with remote employees to provide support and feedback.

Monitor productivity and address any concerns promptly.

Ensure remote employees have access to necessary tools, equipment, and resources.

» Performance and Productivity

Remote employees will be evaluated based on the same performance metrics, goals, and standards as in-office employees.

Managers will regularly assess the productivity, quality of work, and outcomes of remote employees.

Poor performance or failure to comply with the policy may result in the revocation of work from home privileges.

» Equipment and Data Security

The company will provide the necessary equipment and tools, subject to availability and requirements.

Remote employees are responsible for the proper care and safekeeping of company-provided equipment.

Remote employees must follow company data security and confidentiality policies and use secure internet connections.

» Communication and Collaboration

Remote employees must stay connected with their team through email, instant messaging, video conferencing, or other approved communication channels.

Regularly scheduled team meetings and check-ins will be conducted to maintain collaboration and ensure effective communication.

» Work Hours and Availability

Remote employees’ work hours must align with CeriFi’s normal work hours, unless otherwise agreed upon with their manager.

Remote employees are expected to be accessible during working hours and respond promptly to emails, calls, or messages.

» Work-Life Balance

Remote employees should establish clear boundaries between work and personal life.

Maintain a work environment that is free from distractions. This includes having proper day care assistance, allowing you to refrain from conducting childcare, elder care, or similar personal actions during work hours.

Avoid working outside of regular working hours unless approved by the manager or for urgent matters.

Office Equipment Policy

Certain equipment is assigned to staff depending on the needs of the job, such as a personal computer, and access to our central computers and servers. The Company expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records Policy

It is important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Dispute Resolution Policy

In a perfect world, every employment relationship would be smooth and harmonious. However, there are times when employees and employers disagree.

Grievance Procedure

As an initial step to raising any concern or resolving a dispute with the Company, we encourage our employees to start by utilizing this grievance procedure. Any dispute between you and the Company may be resolved using this grievance procedure.

A grievance is a complaint by an employee concerning any matter related to the employee’s employment with the Company. All grievances must be in writing, and the facts related to your grievance must be clearly stated, including “who, what, where, when, and the why.” Clearly explain (1) why you disagree with the act or omission that forms the basis for the grievance and (2) what remedy you are requesting. Grievances must be submitted via email to the CHRO or Director of Human Resources within thirty (30) calendar days of the act or omission that forms the basis for the grievance.

Mandatory Arbitration

To the extent permitted by applicable law, all employees of the Company agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both the Company and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association, or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between the Company and the employee. Each party will be responsible for its own attorney or other related fees. Both the Company and the employee acknowledge that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.



Employment Classifications Policy

At CeriFi, pay depends on a wide range of factors, including pay scale surveys, performance, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager.

Exempt Employees

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

Non-Exempt Employees

If you are classified as nonexempt at the time of your hiring, you will be eligible for overtime pay in accordance with federal, state, and local laws. Generally, nonexempt employees must be paid overtime for all time worked in excess of 40 hours in a workweek. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

Regular Full-Time Employee

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 30 hours or more per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at CeriFi are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

Regular Part-Time Employee

All employees who are scheduled to work less than 30 hours per week are considered part time. Part-time employees are not eligible for CeriFi benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically required by law.

Temporary Employees

Temporary employees are hired for a specific period or specific work project, not to exceed three (3) months in duration. CeriFi reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

If your status changes from temporary to full or part time, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with CeriFi and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the “at-will” employment relationship.

Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with CeriFi. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager immediately. Former employees who are rehired must also complete the Form I-9 if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid.

Technology

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Email Policy

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. Although not encouraged by CeriFi, you may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this if you conduct personal business using Company hardware and software.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media Policy

The term “social media” includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Unless you have received prior authorization from your Manager, you may not represent or suggest in any social media content that you are authorized to speak on the Company’s behalf, or that the Company has reviewed or approved the content. If that is not obvious from the content, you should specifically state the following: “The views expressed in this post are my own. They have not been reviewed or approved by the Company.”

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law, included but not limited to an employee’s rights under the National Labor Relations Act.

Telephone Policy

Access to the Company telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee’s performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company’s mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees.

However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company telephone system is at all times the property of the Company. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company prohibits the use of handheld cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Internet Policy

Access to the internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee’s performance of employment-related activities.

Right to Monitor

The Company email and internet system is at all times the property of the Company. By accessing the internet, intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as but not limited to material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.



Safety & Substance Abuse

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Drug-Free Workspace Policy

The Company takes the problem of drug and alcohol abuse seriously, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees and undermines our ability to operate effectively and efficiently. The Company has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

Alcohol and Drug Use, Distribution, Possession, and Impairment

CeriFi is committed to providing a safe, healthy, and productive work environment. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company time during working hours. While we cannot control your behavior on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can be legally prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, you must inform your manager of the medication and potential side effects if you believe the medication could have side effects that may impair your job performance, safety, or the safety of others, or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication. The Company has a right to determine whether an employee receiving legal medication should be allowed to continue work while taking the medication due to possible safety and/or performance problems that could arise from certain legal drug use.

The Company recognizes that substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may ask your immediate supervisor, designated manager or Human Resources for assistance in seeking help to address substance abuse. He or she can also help you determine coverage available under the Company’s medical insurance plan.

An employee’s decision to seek help will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate, lawful action by the Company.

Any violator of this policy will be subject to disciplinary action up to and including termination of employment.

General Safety Policy

It is the responsibility of all CeriFi employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Manager as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of CeriFi, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

PROHIBITED CONDUCT

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

REPORTING INCIDENTS OF VIOLENCE

Report to your Manager or Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

VIOLATIONS

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

RETALIATION

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

Discrimination, ADA, & Harassment

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Prohibition on Discrimination

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information or any other status protected under applicable federal, state or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company’s employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual’s qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual’s past performance within the organization.

If you believe that an employment decision has been made that does not conform with management’s commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Anti-Harassment Policy

The Company is committed to providing a workplace that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to the following: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, or any other status protected by federal, state, or local government law. The Company policy on harassment is part of its overall efforts to provide a workplace free from discrimination and retaliation.

The Company’s anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of the Company, including Company supervisors, managers, and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes the following: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), Company-sponsored events, or Company-owned/controlled property.

Harassing behavior does not need to be illegal harassment in order for the Company to take corrective action. The Company will strive to create a workplace free from disrespect, divisiveness, incivility, and inappropriate behavior. Therefore, behavior that could create a harassing environment should the behavior continue or escalate will not be tolerated, and will lead to corrective action.

Sexual Harassment

The Company is committed to providing a workplace that is free from sexual harassment

Sexual harassment will not be tolerated. Sexual harassment includes harassment on the basis of sex (including pregnancy, related medical conditions, and breastfeeding, gender identity or expression, sexual orientation, or any other category protected by applicable local, state or federal laws). Any person covered by this policy who engages in sexual harassment or retaliation will be subject to corrective action, up to and including termination from employment.

Sexual harassment is offensive, is a violation of our policies, can be unlawful, and may subject the Company to legal liability. Harassers may also be individually subject to liability, as can supervisors and managers who fail to take action. Covered persons who engage in sexual harassment, including owners, executives, managers, and supervisors, will be subject to corrective action for such misconduct. Owners, executives, managers, and supervisors will be subject to corrective action if they fail to take appropriate action when they receive a complaint of, observe, or otherwise become aware of sexual harassment.

Sexual Harassment Definition

Sexual harassment is defined as unwelcome language or conduct of a sexual nature, or language or conduct that is because of sex, when:

- Such language or conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment (this can happen even if the complaining party is not the intended target of the sexual harassment);
- Such conduct is made either explicitly or implicitly a term or condition of employment; or,
- Submission to or rejection of such conduct is used as the basis for employment decisions.

Sexual harassment includes, but is not limited to, derogatory comments, jokes, or statements; sexual advances; sexually explicit language or stories; or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person even when the harassment is not sexual in nature, but rather is because of the person’s gender. Sexual harassment can include language or conduct against a person of the same sex as the harasser.

Any sexually harassing conduct or language will be addressed under this policy, even if it is not a violation of the law. The list below is of examples of harassing behavior; however, it does not cover every type of harassment that will be considered to be a violation of this policy.

Examples of Language and Conduct that is Considered Prohibited Sexual Harassment

- **Physical conduct including but not limited to:** sexual assault; grabbing, poking, pressing or intentionally brushing up against another person’s body; blocking someone’s movement or invading their space; touching someone’s breast, buttocks, or between their legs; or any other unwanted and intentional physical contact.
- **Visual conduct including but not limited to:** leering; sexual gestures; displaying of sexually suggestive objects, pictures, cartoons, posters, screen-savers, or websites.
- **Verbal conduct including but not limited to:** sexually derogatory comments, epithets, slurs and jokes; verbal abuse of a sexual nature; graphic verbal comments about an individual’s body; derogatory comments related to gender or stereotypical gender roles; subtle or obvious pressure for unwelcome sexual activities; sexually suggestive or obscene letters, notes, emails, or texts; conversations, stories, comments or jokes about a person’s sexuality or sexual experience; unwelcome questions about a person’s sexuality or gender identity or expression.
- Asking a co-worker on a date multiple times if the request was unwelcome;
- Verbal abuse or joking concerning a person’s gender characteristics such as vocal pitch, facial hair or the size or shape of a person’s body.

- Offering an employment benefit (such as a raise, bonus, promotion, assistance with one’s career or better working conditions) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, worse working conditions, or disciplinary action) when a person refuses to engage in sexual activity.
- Sending sexually related, sexually derogatory, or sexually suggestive text messages, videos or messages via social media.
- Physical or verbal abuse concerning an individual’s gender or the perception of the individual’s gender.
- Making or threatening retaliatory action after receiving a negative response to sexual advances.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity or expression, or the status of being transgender, such as:
- Interfering with, destroying or damaging a person’s work, workstation, tools or equipment, or other interference with the individual’s ability to perform the job;
- Ignoring or ostracizing them;
- Yelling or name-calling.

- Degrading comments in the form of sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how persons of a specific sex should act or look.

Other actions not listed above could constitute sexual harassment and/or a violation of this policy and be subject to corrective action.

OTHER TYPES OF HARASSMENT

Harassment on the basis of any legally protected status is prohibited, including harassment based on the following: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, or any other status protected by federal, state, or local government law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to the following:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual’s protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages, or gestures based on an individual’s protected status; and

- Physical conduct including assault, unwanted touching, or blocking normal movement because of an individual’s protected status.

Other actions not listed above could constitute harassment and/or a violation of this policy and be subject to corrective action.

Location and Timing of Behavior

Harassment is not limited to the physical workplace. It can occur during travel, at events sponsored by the Company, or via phone, email, text, or social media. Such behavior can also occur outside of scheduled work time. Covered persons who engage in harassing conduct outside of the workplace or outside of work hours will be subject to corrective action.

Questions regarding this policy should be directed to Human Resources.

Responsibilities of Persons Covered by this Policy

Each covered person has the responsibility to refrain from harassment that impacts the workplace. The harasser will be subject to corrective action up to and including termination from employment in accordance with the Company’s disciplinary policy.

Any covered person who believes they have been the target of harassment or witnesses harassment, is encouraged to follow the Company’s Reporting Procedure to report the harassment.

The covered person does not need to confront the harasser in order for a complaint, investigation, and corrective action to take place. A covered person who experiences harassment may, if they choose to and can do so safely, inform the harassing person that such conduct is unwelcome and offensive and must stop.

Employees shall familiarize themselves with this Policy and the Reporting Procedure, and attend all required harassment trainings. All employees are expected to cooperate with any investigation into a claim of harassment.

Company Responsibilities

All employees, including owners, executives, managers, and supervisors, are responsible for maintaining a workplace free from sexual harassment.

Owners, executives, managers and supervisors must take harassment seriously, and take prompt and effective action when they receive a complaint, observe harassment, or otherwise become aware of possible harassment. All management and supervisory personnel will adhere to the investigation process and all management and supervisory personnel will cooperate with an investigation.

Managers and supervisors are required to follow the Company’s Investigation Procedures when they receive a complaint, see possible harassment, or otherwise become aware of possible harassing behavior.

In such circumstances where a person discloses sexual harassment but does not want to make a formal complaint, or when the complaining party changes their mind and retracts the complaint, the manager or supervisor is still obligated to act upon the information and follow the Investigative Procedures.

Retaliation against those who report harassment or who participate as a witness to a complaint is prohibited. If a supervisor or manager sees any retaliation or retaliatory harassment toward an employee, they must report this conduct to the Human Resources Department. If an owner, executive, supervisor, or manager engages in retaliation, they will be subject to corrective action.

Owners, executives, managers, and supervisors shall familiarize themselves with this Policy and the Reporting Procedure, and attend all harassment training for managers and supervisors. Owners, executives, managers, and supervisors shall be able to understand and recognize harassment, and should be able to provide information and direction to employees regarding harassment, the Policy, and the Reporting Procedure.

Reporting information will be prominently posted in all work locations, shall be posted in public or frequently accessed areas (such as the break rooms and locker rooms) and will be available online on the Company’s website.

Company Harassment Reporting Procedure

To ensure a workplace free from harassment, everyone should take collective responsibility for ending harassment in the workplace and is encouraged to report sexual harassment. The Company will not be able to prevent or correct harassment unless it is aware of what is happening.

Please review the Policy and definition of sexual harassment found within it. All references to “sexual harassment” below are based on that definition.

Reporting Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor or client, should promptly notify their immediate supervisor, designated manager or Human Resources. If the employee’s immediate supervisor is involved in the incident, the employee should report the incident to Human Resources. The Company takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

Please note that employees can make anonymous reports. Anonymous reports will be investigated with the same procedure and timeliness as other reports. However, the Company’s ability to investigate and respond to allegations and to provide feedback may be limited in a situation involving an anonymous complaint.

All complaints of harassment, including an oral complaint, or a complaint in a language other than English, will be investigated. The Company will make a complaint form available for employees to report and file complaints. However, a complaint will still be investigated when the form is not used.

To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate or take action in response to the complaint. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge. All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

The Company prohibits retaliation against any employee who files or pursues a harassment claim. Any complaining party or witness who believes that they are being retaliated against for making a complaint or participating in an investigation is encouraged to follow the reporting procedure set forth above to make a complaint of retaliation.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP)

External Reporting

Reporting harassment to the employer does not stop a covered person from making a complaint in a different forum. All covered persons have the right to file discrimination, harassment, and/or retaliation complaints with outside agencies, such as state or local agencies and the United States Equal Employment Opportunity Commission (EEOC).

EEOC (www.eeoc.gov; 1-800-669-4000, 1-844-234-5122 (ASL Video Phone))

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the Company deems appropriate under the circumstances and in accordance with applicable law.

Retaliation

The Company will not tolerate retaliation against anyone who reports or provides information about possible harassment or discrimination. Any owner, executive, manager or supervisor who takes retaliatory action against anyone who has reported harassment or who has provided information about possible harassment will be subject to corrective action. Anyone covered by this policy who engages in retaliatory harassment will be subject to corrective action.

Retaliation is any action that could discourage an employee from coming forward to make or support a harassment claim. The action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence for reporting sent via social media or outside of work hours).

Employees are protected from retaliation and retaliatory harassment from all persons covered by this Policy. Even if the alleged harassment does not rise to the level of a violation of law or of this Policy, the individual is protected from retaliation if the person who engaged in protected activity believed that the behavior was unlawful or a policy violation. However, someone who makes a complaint of harassment that they know is false may be subject to discipline.

Reasonable Accommodation Policy

CeriFi complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Federal, state, and other applicable local laws prohibit discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

CeriFi will not discriminate against any qualified employee or job applicant with respect to terms, privilege, or conditions of employment because of that individual’s disability or perceived disability.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation to perform the essential function of their jobs, enjoy a reasonable employment opportunity, and/or obtain equal job benefits should contact your immediate supervisor, designated manager or Human Resources. On receipt of your request, we will meet with you to discuss your accommodation request. We may ask for information from your health care provider(s) regarding the nature of your disability and the

nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. The Company does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Company does not have to provide accommodation if doing so would cause undue hardship to the Company.

Pregnancy-Related Accommodations

The Company will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the Company. An employee or applicant may request an accommodation as described above, and the Company will follow the same process as described above.

Religious Accommodation

CeriFi is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. CeriFi will provide reasonable accommodation for employees’ religious beliefs, observance, and practices when the need for such accommodation is identified and a reasonable accommodation is possible. A reasonable accommodation is an accommodation that eliminates the conflict between an employee’s religious beliefs, observations, or practices and the employee’s job requirements, without causing undue hardship to the Company.

If you require a religious accommodation, speak with your Manager or Human Resources. The Company will engage in open communication with employees to discuss and evaluate conflicts between religions and job responsibilities to provide reasonable accommodation for employees’ needs.



Working

Hours

MENU



Hours of Work Policy

The workweek is generally from 8:00AM through 5:00PM, with normal operating hours from Monday to Friday.

Overtime Hours Policy

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager. All overtime must be approved in advance, in writing, by your manager. While you will be paid for any overtime worked, failure to abide by this policy may result in discipline, up to and including termination of employment.

Attendance & Punctuality Policy

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be. Regular delays in reporting to work will result in disciplinary action up to and including discharge

Please note that some, but not all, absences are compensated under the Company’s leave policies.

Meal and Rest Periods

CeriFi strives to provide a safe and healthy work environment and complies with all federal, state, and local regulations regarding meal and rest periods. Check with your Manager or Human Resources regarding procedures and schedules for rest and meal breaks. CeriFi requires that you accurately observe and record meal and rest period of over 30 minutes. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.



Time Off & Leave

MENU



A note about leave benefits

Employees may be entitled to leave benefits under federal, state and local laws. Additional benefits may apply during public emergencies and health crises. The policies in this handbook are based on established federal and state requirements. Employees should contact Human Resource to learn more about short-term leave benefits provided by temporary, emergency laws.

Flexible Time Off (Flex PTO) – Exempt Employees

The purpose of this policy is to give exempt US employees the opportunity to take PTO time off as they see fit, so long as the exempt employee continues to fulfill their job duties. Your ability to take this time off is not a form of additional wages; it is part of a flexible work schedule that gives exempt employees the ability to plan and propose when and how much time to take off for PTO.

We realize that our Company performs at its best with well-rested and refreshed employees. As such, the Company encourages exempt employees to take time off pursuant to this policy.

Eligibility

All regular, full-time exempt employees who work 30 hours or more per workweek with 90 days of continuous service are considered eligible under this policy. It is the policy of CeriFi to forego implementation of a leave accrual or bank system of any eligible employees. Eligible employees will be free to take leave when they require it. Leave must be tracked in Paylocity for business purposes.

Expectations and Guidelines

- Under this policy, exempt-level employees are expected to keep the following guidelines in mind:
- Understand that due to staffing needs, sometimes not all leave requests can be accommodated.
- Requests are still subject to appropriate approval.
- Any planned absence should be approved by your manager. Employees should give at least 30 days of notice for 5 days or more of PTO to ensure adequate coverage. For shorter time off requests, employees should provide at least 30 days of notice or as much notice as reasonably possible.
- Time off can be taken for a maximum of two weeks (10 business days) at a time. If you wish to schedule more than 10 business days off at one time, you must seek approval from your manager.
- There may be blackout dates set by managers for key parts of the year to match the needs of our business, customers, and students.
- Exercise discretion and good judgment in both frequency and duration when taking time off and anticipate pending deadlines or other conflicts. Make sure to coordinate with your coworkers to have coverage for any of your responsibilities during that time off.
- Remain responsive, even when taking time off, in case of urgent matters that require your input or expertise.
- Keep accurate records in Paylocity of all time taken off for legal and compliance purposes.
- Managers reserve the right to request verification of absences when legal and appropriate to do so.
- Employees who abuse this policy will be subject to disciplinary action. Patterns of excessive absenteeism may indicate abuse and will be addressed by managers and HR.

Sick Leave and Leaves of Absence

PTO is not intended to be used for “Paid Sick and Safe Leave” purposes; rather employees will be provided Paid Sick and Safe Leave pursuant to federal, state, and local laws. PTO under this policy is also not intended for paid or unpaid leaves of absences such as extended medical or personal leaves, unless required under federal, state, or local law. If an absence is due to injury, illness, or a temporary or ongoing medical condition of the employee or a family member, or it is deemed to be a qualifying leave under a state or federal law or program, an employee should consult Human Resources and/or refer to the applicable leave policy in the Company’s employee handbook.

Flex PTO does not apply to the following types of leave:

- FMLA (including parenting/bonding
- Military
- Bereavement
- Short/Long - Term Disability
- Jury Duty
- Worker’s Compensation
- Personal Leave of Absence
- Other leaves provided by law
- Sick and Safe

As PTO under this policy does not accrue, exempt employees will not receive pay for unused PTO at the time of separation, except as may be required under state law. As of the effective date of January 1, 2024, when the new flex PTO policy takes effect, no further PTO days will accrue.

This policy must be based on mutual trust between employer and employee. Exempt employees must also communicate and collaborate with team members to avoid disrupting operations during PTO. You are still responsible for satisfactorily performing your job duties regardless of the amount of PTO you use. Failure to meet productivity standards and job responsibilities can result in disciplinary action, up to and including immediate termination. If you have any questions regarding this policy, please contact Human Resources.

Procedure

Requests for PTO should be submitted via the Paylocity time and attendance portal as soon as practicable. PTO requests are approved by your immediate supervisor and are granted on a first-come, first-served basis. In the event of a conflict in PTO requests, your supervisor will consider the Company’s staffing needs during the relevant period, as well as the length of service with the Company for the employees involved.

Paid Sick & Safe Leave Policy

The Company understands that there are times when employees need time away to address health issues or domestic, sexual or stalking issues that may arise, and offers Paid Sick Leave. The policy is also designed to provide you with the time you need to recover from illness or injury and return to work healthy and productive. This policy sets forth how and when employees can use Paid Sick Leave. There may be states or cities that have different requirements for sick leave. Please see below for additional state or city specific requirements for more information.

Eligibility and Amount of Paid Sick Leave

Beginning January 1, 2024, all full-time employees in the US are eligible to take five (5) days or forty (40) hours of Paid Sick Leave each fiscal year unless otherwise required by state or local law.

Part-time employees are eligible on a pro-rated basis based on average hours worked per pay period unless otherwise required by state or local law. Sick time will be frontloaded at the beginning of each fiscal year and prorated for new hires. Unless otherwise required by state or local law, these days do not carry over if they are not used during the year and will be forfeited and not paid if employment ends for any reason before the time is used.

There may be states or local laws that have different requirements for sick leave and usage, please refer to state and local policy addendums located in this policy.

Beginning in 2024 these five (5) days or forty (40) hours will be inclusive of CeriFi’s previous 3 days of Personal Time. This time is different from vacation time and floating holidays. These five (5) days or forty (40) hours are yours to take as you need to address personal and family health items.

To request paid sick leave, you must notify your manager as soon as possible and request the time in Paylocity. A doctor’s note or medical certificate may be required, especially for extended absences.

Please contact Human Resources at hr@cerifi.com for specific questions related to your individual situation and to requirements and submission process for a doctor’s note or medical certifications.

Reasons to Use Paid Sick Leave

Paid Sick Leave may be used for the reasons below, or as required by law. If you have a question as to whether you qualify for leave under this policy, please reach out to Human Resources.

- Sick leave should be used for any unpaid Family Medical Leave (FMLA) and disability related waiting periods;
- Diagnosis, preventative care, or treatment of an existing health condition of, or preventive care for, the employee or the employee’s family member;
- The employee or the employee’s family member have been the victim of domestic violence, sexual assault, or stalking and the use of leave is to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order,
 - or other injunctive relief) to help ensure the health, safety, or welfare of the victim or the victim’s child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or talking, including temporary or permanent relocation.

- Unpaid bereavement leave approved by the Company. Please note CeriFi’s Bereavement Leave policy located in the employee handbook provides up to (3) days of paid bereavement leave, and additional paid bereavement leave may be available under applicable state or local.

“Family members” include the employee’s child, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or a designated person identified by the employee (though an employee can only identify one designated person per fiscal year). This may include family members through adoption, foster care, legal guardianship or an in loco parentis relationship.

Notice of Need for Sick Leave

Employees may request Paid Sick Leave by contacting their manager or Human Resources. If the need for leave is foreseeable (such as for scheduled medical appointments), employees must provide reasonable advance notice. If the need is not foreseeable, employees must provide notice of the need for the leave as soon as practicable.

Use with Unpaid Leaves

Where applicable, Paid Sick Leave will run concurrent with any unpaid leave of absence.

No Retaliation

CeriFi will not retaliate against any employee who requests or takes leave under this policy.

State Specific Policies

Employees who live or work in the below states may use Paid Sick Leave as set forth in CeriFi’s Paid Sick Leave policy with the following changes:

Arizona Sick Leave Policy

- Carry over is required up to a cap of 40 hours. Employees can carry over up to forty (40) hours of unused leave to the following fiscal year.
- If an employee’s employment ends for any reason, and they are rehired within nine (9) months, their unused sick leave under this policy will be reinstated.

California Sick Leave Policy

- Carry over is required up to a cap of 48 hours. Employees can carry over up to forty-eight (48) hours or five (5) days of their unused sick leave into the following year. But they may not carry over more than forty-eight (48) hours or five (5) days.
- If an employee’s employment ends for any reason, and they are rehired within one (1) year, their unused sick leave under this policy will be reinstated.

Colorado Sick Leave Policy

- Employees who live or work in Colorado will receive forty-eight (48) hours.
- Carry over is required up to a cap of 48 hours. But they may not carry over more than forty-eight (48) hours.
- If an employee’s employment ends for any reason, and they are rehired within six (6) months, their unused sick leave under this policy will be reinstated.

Connecticut Sick Leave Policy

- Employees who live or work in Connecticut will earn one (1) hour of Paid Sick Leave for every forty (40) hours worked.
- Carry over is required up to a cap of 40 hours. But they may not accrue more than forty (40) hours.
- If an employee’s employment ends for any reason, and they are rehired within one (1) year, their unused sick leave under this policy will be reinstated.

Maryland Sick Leave Policy

- Carry over is required up to a cap of 40 hours. Employees can carry over up to forty (40) hours of unused leave to the following fiscal year. But they may not use more than sixty-four (64) hours of Paid Sick Leave in any twelve (12) month period.
- If an employee’s employment ends for any reason, and they are rehired within thirty-seven (37) weeks, their unused leave under this policy will be reinstated.

Montgomery County, Maryland Sick Leave Policy

- Employees who live or work in Montgomery County, Maryland will receive fifty-six (56) hours.
- Carry over is required up to a cap of 56 hours. Employees can carry over up to fifty-six (56) hours of unused leave to the following fiscal year. But they may not use more than eighty (80) hours of Paid Sick Leave in any twelve (12) month period. If an employee’s employment ends and they are rehired within nine (9) months, their unused leave under this policy will be reinstated, unless the employee would not have been eligible for unemployment benefits due to leaving voluntarily without good cause.

Massachusetts Sick Leave Policy

- Carry over is required up to a cap of 40 hours. Employees can carry over up to forty (40) hours of unused leave to the following fiscal year.

Michigan Sick Leave Policy

- If an employee’s employment ends for any reason, and they are rehired within six (6) months, their unused sick leave under this policy will be reinstated.

New Jersey Sick Leave Policy

- Carry over is required up to a cap of 40 hours. But they may not accrue or use more than forty (40) hours.

- If an employee’s employment ends for any reason, and they are rehired within six (6) months, their unused sick leave under this policy will be reinstated.

New York Sick Leave Policy

- Employees who live or work in New York will receive fifty-six (56) hours.
- Carry over is required up to a cap of 56 hours. Employees can carry over up to fifty-six (56) hours of unused leave to the following fiscal year. But they may not use more than fifty-six (56) hours in a year.

Washington Sick Leave Policy

- Employees who live or work in Washington will earn one (1) hour of Paid Sick Leave for every forty (40) hours worked.
- Carry over is required up to a cap of 40 hours. Employees can carry over up to forty (40) hours of unused leave to the following fiscal year. But they may not use more than sixty-four (64) hours of Paid Sick Leave in any 12-month period.
- If an employee’s employment ends for any reason, and they are rehired within one (1) year, their unused sick leave under this policy will be reinstated.

If you have any questions regarding this policy, please contact Human Resources at hr@cerifi.com for more information.

Paid Vacation Time Off - Non-Exempt

All regular full-time non-exempt employees are eligible to receive paid vacation time after ninety (90) days of employment. The amount of vacation time received each year is based on your length of service and accrues according to an accrual schedule determined by the Company up to a maximum annual grant per calendar year as shown below:

Years of Service	1+ - 4 Years (prorated if less than 1 year)	5-9 Years	10+ Years
Per Pay Period Accrual Rate	3.07 hours per pay period	4.61 hours per pay period	6.15 hours per pay period
Number of Hours	80 hours	120 hours	160 hours
Equated Number of Days Annually	10 Days	15 Days	20 Days

Part-time regular employees receive vacation time in proportion to their work schedule. Vacation granted during your first year of employment will be prorated based on your hire date.

Employees must request vacation time via Paylocity in the time and attendance portal as far in advance as possible. The Company will generally grant requests for vacation time when possible, taking business needs into consideration. When multiple employees request the same time off, their tenure with CeriFi may determine priority in scheduling vacation times. You may not carry over unused vacation time to the following year. Any unused vacation time will be forfeited at the end of the calendar year, subject to all applicable state or local laws.

Holiday Pay Policy

Full-time and Part-time employees are entitled to the following paid holidays:

- New Year’s Day
- MLK Day
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People’s Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. If a holiday falls on your regular day off, ask your Manager how it affects you. You will be compensated for holidays in accordance with federal and state law.

Employees are also provided two (2) floating holidays annually and must be scheduled with and approved by your manager. Floating holidays are not carried over to the next year.

Family and Medical Leave Policy

Company employees may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. The Department of Labor’s (DOL’s) model notice is attached to this policy and further explains the FMLA. If you have questions about the FMLA, please contact Human Resources.

Eligibility

To be eligible for leave, you must have been employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, 50 or more Company employees must be employed within 75 miles of the office or worksite where you work.

Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month period. Please contact Human Resource for more information about how the 12-month period is calculated for FMLA leave.

FMLA can be used for:

- The birth of an employee’s child or the placement of a child with the employee for adoption or foster care
- To care for the employee’s spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes them unable to perform the functions of their job
- A qualifying exigency that arises because the employee’s spouse, child, parent or next of kin is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

When leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period (different calculations may apply for military exigency). Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care or to care for a parent who has a serious health condition. The FMLA does not cover care for parents-in-law. Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

Types of Leave Available

Birth or placement for adoption or foster care:

FMLA leave is available to eligible employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of FMLA leave may not be taken intermittently or on a reduced schedule unless the Company agrees to this request. See below for more details on noncontinuous leave.

Serious health condition of employee: If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider

- Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- Noncontinuous leave—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- Fitness-for-duty statement—A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious health condition of immediate family member: If, as an eligible employee, you need FMLA leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- Noncontinuous leave—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying exigency because of active duty: If, as an eligible employee, you need FMLA leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the armed forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the armed forces (including the National Guard or Reserves), you may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

- Noncontinuous leave— FMLA leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented through our certification process (see below).

Service member family leave: If, as an eligible employee, you need FMLA leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member FMLA leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- Noncontinuous leave—Service member FMLA leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Requesting FMLA Leave and Providing Notice

Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of leave. It is your responsibility to notify your manager and Human Resources of absences that may be covered by the FMLA and any need for FMLA leave.

You must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Generally, an application for leave must be completed for all leave taken under this policy. An application for FMLA leave must fully explain the reasons for leave to allow the Company to determine whether the leave is FMLA-qualifying. If an employee refuses or fails to give reasons for requesting FMLA leave or refuses or fails to provide certification, the Company may deny leave until such information is provided. Under some circumstances, the Company may retroactively designate leave as FMLA-qualifying leave.

Nonemergency, foreseeable leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin.

In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Resources. Second or third certifications from health care providers and periodic recertification at the Company’s or your expense may be required under certain circumstances.

The Company may also require timely periodic reports during federal FMLA leave regarding your status and intent to return to work.

Military Family Leave Certifications

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member’s active-duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member’s health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Noncontinuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced scheduled leave must be scheduled with minimal disruption to an employee’s job. To the extent possible, medical appointments and treatments related to an employee’s or family member’s serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Company for which you are qualified, and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the Company approves a noncontinuous leave for the birth of a child or the placement of a child for adoption or foster care.

Benefit Continuation During Leave

The Company will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance, and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums. Contact Human Resources for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, the Company may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the Company by contacting Human Resources of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify the Company as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other Company policies.

Rights upon Return from Leave

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

Substitution of Paid Leave for Unpaid Leave

Under the FMLA, employees may choose or employers may require use of accrued paid leave while taking FMLA leave. Contact Human Resources for further information.

Other Types of Leave

If you do not qualify for the types of leave described in this policy, the Company may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

Definitions Applicable to FMLA

Spouse—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages.

An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

Parent—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

Child—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family or qualifying exigency leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- Incapable of self-care—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- Physical or mental disability—A physical or mental impairment that substantially limits one or more major life activity of the individual.

- Covered service member— A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.
- Covered veteran—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Next of kin—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

Serious health condition—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first

day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.

- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions causing incapacity requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions causing incapacity and requiring continuing supervision for which treatment may not be effective (for example, Alzheimer’s, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

Serious Injury or Illness—can be:

- In the case of a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
 - In the case of a veteran who was a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the armed forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that manifested itself before or after the member became a veteran and is:
 - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank or rating;
 - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent

or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave;

- A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Qualifying Exigency—includes:

- Short-notice deployment (seven days or less)
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care
- Additional activities agreed to by the Company and the employee

Military Service Leave Policy

The Company provides military leave to eligible employees in compliance with federal and state laws, including the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding the Company’s military leave policy should be directed to Human Resources.

Employees should notify their managers as soon as they become aware of a military service obligation.

Federal Military Leave Leave for Annual Training

If you are a member of the U.S. Army, Navy, Air Force, Marines or Coast Guard Reserves or the National Guard you may be granted leaves of absence for the purpose of participating in Reserve or National Guard training programs.

You will be granted the minimum amount of leave needed to meet the minimum training requirements of your unit. You will not be required to use vacation time for military duty, but if you elect to schedule your vacations to coincide with military duty, you will receive your full regular vacation pay in addition to any pay from the military.

In recognition of the public service performed by Reservists and members of the National Guard, you will receive the difference between your regular pay and your service pay, excluding any military subsistence allowance or other expense allowances during the training period. If state law requires a different arrangement, the Company will comply with state law. Please contact Human Resources with any questions.

Leave for Military Service

If you are a permanent employee who performs service in the uniformed services, you may be granted leaves of absence for the purpose of participating in military service. Under USERRA, “uniformed services” consists of the U.S. Army, Navy, Marine Corps, Air Force and Coast Guard and their Reserve components, U.S. National Guard and Air National Guard, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

You will be granted leave as required to complete the military service, for up to five years of cumulative uniformed service-related absences. Some special categories of military service are exempt from this five-year limit.

Please note that:

- Employees whose military service will be for less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of service, plus the time required to return home safely and have an eight-hour rest period.

- Employees whose military service will be between 31 and 180 days must apply for re-employment no later than 14 days after completion of uniformed service.
- Employees whose service is longer than 180 days must apply for re-employment no later than 90 days after completion of uniformed service.

These reporting or application deadlines can be extended for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Returning service members will be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority (escalator position). The Company will make reasonable efforts (such as training or retraining) to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. However, certain exceptions apply and service members may be placed in an alternative reemployment position if they cannot qualify for the escalator position in accordance with applicable law.

Reemployed service members are entitled to the seniority and rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

During a period of military service, employees will be treated as if they are on a furlough or leave of absence. Consequently, during their period of service they are entitled to participate in any rights and benefits not based on seniority that are available to employees on comparable nonmilitary leaves of absence.

If your health plan coverage would terminate because of an absence due to military service, you may elect to continue the health plan coverage for up to 24 months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. You may be required to pay up to 102% of the full premium for the coverage. However, if the military service is for 30 or fewer days, you cannot be required to pay more than the normal employee share of any premium.

Bereavement Leave Policy (General)

Employees will receive up to 3 days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law. You are allowed 3 days of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives.

The Company provides the same bereavement as described in its general bereavement leave policy to an employee for the death of the employee’s same-sex committed partner or the child, parent or other relative of that partner. Same-sex committed partners are financially and emotionally interdependent in a manner similar to that of spouses.

Contact Human Resource to learn about the availability of this leave.

Depending on applicable state law and as described in this handbook, you may be entitled to additional bereavement leave. Contact Human Resources for additional information.

Bereavement Leave Policy (CA)

If you are employed in California, you may qualify for up to five days of unpaid time off in the event of the death of a member of your family, have been employed for at least 30 days, and the Company employees five or more employees. Because this bereavement leave benefit depends on how long you have worked for the Company and the number of employees working for the Company, please check in with Human Resources to learn about the availability of this leave.

If you are eligible for bereavement leave under this policy, you must take the leave within three months of the date of your family member’s death. Family member means a spouse, child, sibling, grandparent, grandchild, domestic partner or parent-in-law. You are not required to take all bereavement leave days consecutively. You may use other leave balances available to you, including vacation, personal leave, compensatory time off or accrued paid sick leave, during your bereavement leave.

The Company may require that you provide documentation of the family member’s death within 30 days of the first day of leave. Acceptable documentation includes but is not limited to a death certificate; published obituary; or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

The Company will maintain the confidentiality of your request for bereavement leave, and of any documentation you provide.

Reproductive Loss Leave (CA)

If you are a California employee, you may qualify for up to five days of unpaid leave in the event of a reproductive loss. A reproductive loss event is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction (e.g., artificial insemination, embryo transfer). Employees are eligible for reproductive loss leave if they have been employed for at least 30 days and their employer employs five or more employees. Because this reproductive loss leave benefit depends on how long you have worked for the Company and the number of employees working for the Company, please check in with Human Resources to learn about the availability of this leave.

If you are eligible for reproductive loss leave, you must take the leave within three months of the date of the reproductive loss event. The total leave for an employee’s multiple reproductive loss events is limited to 20 days per 12-month period.

You are not required to take all reproductive loss leave days consecutively. You may use other leave balances available to you, including vacation, personal leave, compensatory time off or accrued paid sick leave, during your reproductive loss leave. The Company will maintain the confidentiality of your request for reproductive loss leave.

Bereavement Leave Policy (IL)

Under Illinois law, employers covered under the federal FMLA (those with 50 or more employees) must provide eligible employees with up to two weeks (10 working days) of unpaid bereavement leave due to the loss of a child. If an employee has multiple, qualifying events in a 12-month period, the employee is entitled to up to 6 weeks of leave under this policy.

You are eligible for this leave if you:

- Meet the FMLA’s eligibility requirements; and
- Suffer the loss of a child, a covered family member or any of the other reasons described below.

Leave must be used within 60 days of when you are notified of your child’s (or family member’s) death.

You will be permitted to (but are not required to) substitute any available paid or unpaid leave for the otherwise unpaid bereavement leave. State law does not create a right for you to take unpaid leave that exceeds, or is in addition to, unpaid leave provided under the federal FMLA.

Employees may take up to 12 weeks of unpaid, job-protected leave from work whose children die by suicide or homicide. Employers with more than 250 employees must provide up to 12 weeks of leave, while employers with 50 to 249 employees must provide up to six weeks of leave. Employees are eligible for this leave if they have worked for their employer for at least two weeks. Leave may be taken intermittently in increments of at least four hours, and employees must take the leave within one year after notifying their employer of the loss of their child. Because the exact amount of leave depends on the number of employees working for the Company, please contact Human Resources for more information about the availability and the extent of this leave for Company employees.

Reasons for Leave

Leave may be used to:

- Attend the funeral (or alternative funeral) of a child;
- Make arrangements necessitated by the death of the child;
- Grieve the death of the child;
- Attend the funeral or alternative to a funeral of a covered family member;
- Make arrangements necessitated by the death of the covered family member;
- Grieve the death of the covered family member; or

- Be absent from work due to a miscarriage, unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, a failed adoption match or an adoption that is not finalized because it is contested, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth.

If you experience the loss of more than one child or family member during a 12-month period, you may take up to six weeks of leave during the 12-month period.

“Child” is defined to include your son or daughter, regardless of whether the child is your biological, adopted, or foster child, a stepchild, a legal ward or a child for whom you stand in loco parentis.

“Covered family member” means your child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.

Employee Notice Requirements

Unless it is not reasonable or practicable, you must provide the Company with 48 hours’ notice of your intention to take bereavement leave.

State law allows the Company to require documentation for this leave, such as a death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency.

The Company may require that the documentation include the cause of death for leave related to a child’s death by suicide or homicide.

Reasonable documentation for qualifying events related to pregnancy, surrogacy, miscarriage, adoption or fertility treatment will be limited to a form to be provided by the Illinois Department of Labor, to be filled out by a treating health care provider of the employee’s spouse, domestic partner or surrogate, or documentation from an adoption or surrogacy organization, as appropriate, certifying that the employee or their spouse or domestic partner has experienced one of the qualifying events.

Bereavement Leave Policy (MD)

Under Maryland law, eligible employees must be allowed to use accrued paid leave for bereavement leave upon the death of an immediate family member. Paid leave is paid time off that is earned and available to employees based on hours worked or as an annual grant of a fixed number of hours or days of leave for performing service. It includes sick leave, vacation, other paid leave, and compensatory time.

Immediate family member means a child (adopted, biological, or foster child, stepchild, or legal ward), spouse or parent (adoptive, biological, or foster parent, stepparent, legal guardian, or person standing in loco parentis).

Employees are eligible for bereavement leave if their employer employs 15 or more employees and they are primarily employed in Maryland. Because this bereavement leave benefit depends on where you work and the Company’s size, please check in with Human Resources to learn about the availability of this leave.

Bereavement Leave Policy (OR)

Under Oregon law, eligible employees will be allowed to take up to two weeks of family leave after the death of a family member. Family leave to deal with a family member’s death is limited to two weeks for each occurrence, up to a maximum of 12 weeks in any one-year period. This leave must be completed within 60 days after an employee receives any notice of a family member’s death. The Company will not require employees to take multiple periods of leave concurrently if more than one family member dies in the one-year period. However, the leave will count toward the total period of authorized family leave.

Bereavement leave is defined as leave taken to deal with the death of a family member by attending the funeral, making arrangements or grieving. Employees are eligible for bereavement leave if they have worked for the Company for 180 days or more and worked an average of 25 hours per week for the 180 days prior to the bereavement leave and are employed in Oregon on the date when leave starts.

A family member includes:

- A spouse or domestic partner;
- A child of a covered individual or the child’s spouse or domestic partner;
- A parent of a covered individual or the parent’s spouse or domestic partner;
- A sibling or stepsibling of a covered individual or the sibling’s or stepsibling’s spouse or domestic partner;
- A grandparent of a covered individual or the grandparent’s spouse or domestic partner;
- A grandchild of a covered individual or the grandchild’s spouse or domestic partner;
- Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

You may use paid leave you have accrued for bereavement purposes and, in some cases, the Company can require you to use your accrued paid leave.

Because this bereavement leave benefit depends on how long you have worked for the Company and on the Company’s size, please check in with Human Resources to learn about the availability of this leave.

Bereavement Leave Policy (WA)

In addition to the general bereavement leave described above, under Washington Paid Family and Medical Leave law, eligible employees are permitted to take paid leave for up to seven days following the death of a qualifying family member. A qualifying family member is an individual for whom the employee would have qualified for medical leave for the birth of their child or for family leave to bond with their child in the first 12 months after birth or placement for adoption. Qualifying leave taken with respect to the placement of a child applies to employees who experienced the death of a child under the age of 18 within the first 12 months after they were placed with the employee.

An employee who works at least 820 hours during the “qualifying period” is eligible for paid family and medical leave benefits. The “qualifying period” is defined as the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately before the employee’s leave application.

Please contact Human Resources to learn about the availability of this leave.

Religious Observance Policy

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The Company respects your religious beliefs and will provide one (1) day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. This leave must be requested through your department manager two weeks prior to the event.

Appearing As A Witness Policy

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued paid or unpaid time off when appearing as witnesses.

Voting Policy

The Company encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shifts. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Jury Duty Policy

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. The Company will provide additional documentation in this regard, if necessary, to obtain a postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first 3 days of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Other Types of Leave

Depending on the state in which you work in, additional and different leaves may be available to you under applicable state law. Please reach out to Human Resources with questions pertaining to other forms of leave that may be available to you.

Employee Benefits

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General Employee Benefits Policy

This section generally describes the benefits provided by the Company and information on your eligibility for benefits. Details regarding each benefit plan are located on the employee self-service portal, under the benefits tile. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents, which are available for your review on the employee self-service portal.

Employees meeting the eligibility criteria for particular benefits may participate in the various insurance programs offered by the Company. You may review the eligibility criteria for each benefit in the employee self-service portal and/or the Summary Plan Description for the particular benefit. Periodically there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment.

Medical Plan

The Company offers a medical plan to all eligible employees. The Company offers medical coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. The plan(s) is subject to change at the Company’s discretion. Details of the plan(s) may be found within the employee self-service portal, under the benefits tile. This Handbook does not constitute such a legal document, and in the event of any conflict between the information contained in this Handbook and in the Company’s SPDs, the SPDs shall govern.

Dental Plan

The Company offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description within the employee self-service portal under the benefits tile for an explanation of the plan benefits and limitations.

Life Insurance Plan

Eligible employees are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The Company pays the premium for this program. The face value of this benefit is \$20,000. For details, please refer to the Summary Plan Description.

Long-term Disability Plan (LTD)

Eligible employees are automatically enrolled in company sponsored long-term disability plan. This benefit would pay a portion of your regular salary for an extended period of time.

Short-term Disability Plan

Eligible employees are automatically enrolled in the company sponsored short-term disability plan. Please refer to the STD Summary Plan Description for an explanation of the plan benefits and limitations.

Vision Plan

The Company offers a vision plan for eligible employees. Please refer to the vision Summary Plan Description for an explanation of the plan benefits and limitations.

Supplemental Life Insurance

Eligible employees may purchase supplemental life insurance for themselves at group rates. Supplemental life insurance is a voluntary benefit and is employee specific. Enrollees should refer to the plan SPD for eligibility requirements, plan limitations, and additional information.

Workers’ Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers’ compensation insurance, provided by the Company and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to Human Resource. This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers’ compensation insurance should be directed to Human Resources.

Health Care Flexible Spending Account

The Company offers a health care Flexible Spending Account (FSA) that eligible employees can use to pay for certain out-of-pocket health care costs. Please refer to the health care FSA Summary Plan Description for an explanation of benefits and limitations.

Health Savings Account (HSA)

The Company contributes to a Health Savings Account (HSA) for eligible employees that are enrolled in a high deductible health plan. Eligible employees can use HSA funds to pay for qualified medical expenses. Please refer to the HSA Summary Plan Description for an explanation of benefits and limitations.

COBRA

Federal law generally requires employers with 20 or more employees to give employees, spouses, and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated, unless additional time is required by applicable state law.

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Expenses & Reimbursement

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Mileage Reimbursement

Employees that engage in business-related travel are eligible for standard mileage reimbursement if the travel is properly documented. The standard mileage reimbursement, set by the IRS, includes the costs of operating an automobile such as depreciation, maintenance, repairs, tires, gasoline, oil, insurance, taxes and vehicle registration fees. Normal personal commuting costs are not eligible for reimbursement.

Parking Reimbursement

Employees may be reimbursed for business-related parking expenses up to the established maximum rate of \$25. However, these expenses will only be reimbursed if properly documented.

Meals During Business-Related Travel Policy

Employees will be reimbursed for reasonable and actual expenses for meals incurred during business-related travel. The Company will generally reimburse travelers for three meals a day. All original receipts must be included with the employee’s travel and expense report. Any employee expense report received without the receipts will be returned to the employee. Employee expense reports submitted with receipts missing will be forwarded to the next level manager for approval. Reasonable expenses are outlined below:

- Breakfast: \$15
- Lunch: \$20
- Dinner: \$50

Business entertainment/ Group Meals:

Business meals include reasonable amounts spent on food and other refreshments purchased in surroundings conducive to and including a business discussion with vendors, customers, or other clients. CeriFi will reimburse entertainment expenses only if the entertainment directly benefits CeriFi or directly precedes or follows a substantial and bona fide business discussion to obtain income or another business benefit. This policy ensures the fair and responsible use of company resources. Business entertainment expenses include, but are not limited to, the cost of meals, beverages, and transportation directly related to the above.

If the employee is dining with others for business purposes, the meal and related expenses incurred are “entertainment,” not “meals.” “Entertainment” expenses require additional explanation on the travel expense report. The expense reporting will include the date, names of individuals, titles, companies, and the business purpose. The most senior employee present should pay all business entertainment expenses. At CeriFi, we trust our employees’ judgment and common sense when charging business meals and entertainment expenses. This trust is a testament to your professionalism and responsibility.

Company-Issued Credit Cards Policy

The Company may issue company credit cards to certain employees for business use as necessary in connection with the employee’s job duties. Use of company-issued credit cards is a privilege, which the Company may withdraw at any time.

Any credit card issued to an employee by the Company must be used for business purposes only. Personal purchases of any type are not allowed and will not be reimbursed. Expenses for lodging and meals while on company-approved business trips are considered business purchases, as long as such expenses are consistent with the Company’s travel and expense reimbursement policy.

Employees are expected to exercise discretion and good judgment when incurring business expenses and to report expenses on a timely basis with appropriate documentation. If there is any question as to whether a particular purchase qualifies as a business expense, the employee should consult his or her manager before incurring the expense. Employees are responsible for any unauthorized purchases deemed by the Company to be for personal use. Employees must pay Company credit card balances when due. Expenses will not be reimbursed unless the employee submits a written expense report in a timely manner.

Rental Cars

Automobile rentals should be limited to situations where other means of transportation are not practical, economical or available. Travelers are encouraged to choose compact or mid-sized cars whenever possible. Rental car expenses are eligible for reimbursement if properly documented. If you need more information regarding rental cars, contact your immediate supervisor, designated manager or Human Resources.

Note: Travelers should refill gas tanks before returning the vehicles. Rental companies levy a charge for refueling, far more than the price of gas. Avoid drop charges by returning the vehicle to the renting location. Compare the cost of air travel versus driving and drop charges.

Limousine or Taxi Service

Limousine or taxicab service to and from airports should only be used when other means of transportation are not practical or available. Limousine or taxicab service expenses are eligible for reimbursement if properly documented.

Air Travel

Air travel expenses are reimbursed on the basis of the actual cost incurred by the traveler using normally traveled routes. Be sure to make reservations in advance, as most discounted fares are available when purchased several days prior to departure. Also, be flexible in the selection of airlines and flight time. Finally, please note that air travel expenses will only be reimbursed if properly documented.

Employees should book economy, main, and non-refundable tickets. Upgrades and first class will not be reimbursed, but they may be booked if done at the employee's expense so long as there is no additional charge to the company. CeriFi will reimburse for two standard bags, or the equivalent, for the employee's luggage only when a baggage charge is incurred.

Public Transit Reimbursement

Employees may find it convenient and cost-effective to use light rail train or bus transportation for business-related purposes instead of driving. Public transit expenses are eligible for reimbursement if properly documented.

Accommodations

Travelers are strongly encouraged to use standard accommodations at reasonably priced mid-market hotels or motels. Expenses for these accommodations are eligible for reimbursement if properly documented.

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Payroll

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Payroll Practices Policy

Employees are paid bi-weekly unless otherwise required by applicable state law. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding Policy

CeriFi is required by law to make certain deductions from your pay each pay period, including Federal and State Income Tax, Unemployment Taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, 401(k) retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your manager. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

Deductions will not be made for:

- Quality or quantity of work.
- Absences of less than a full workweek occasioned by the Company or by the operating requirements of the business.
- Absences of less than a full workweek caused by jury duty, or attendance as a witness in a judicial proceeding (the Company may offset against the regular salary any amount paid as jury or witness pay).
- Absences of less than a full workweek caused by temporary military leave (the Company may offset against the regular salary any amount paid as military pay).
- Partial day absences for personal reasons or because of sickness or disability.

Deductions will be made for:

- Work less than a full workweek in the initial or final week of employment.
- For employees not eligible for PTO under the Company’s PTO policy, full day absences caused by sickness or disability taken in accordance with the Company’s other policies providing pay for those absences.

- For employees not eligible for PTO under the Company’s PTO policy, full day absences caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the Company’s other policies providing pay for those absences.
- For employees not eligible for PTO under the Company’s PTO policy, full day absences for personal reasons other than sickness or disability.
- Disciplinary suspensions of one or more full days for serious infractions of safety rules of major significance or of workplace conduct rules.

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify your Manager of any pay discrepancies, unrecorded or misreported work hours, or any involuntarily missed meal or break periods.

Direct Deposit Policy

CeriFi encourages all employees to enroll in direct deposit. If you have selected the direct deposit payroll service, a detailed paystub is readily available via Paylocity on and after the pay date.

Recording Time – Non-Exempt

CeriFi is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company e-time card via Paychex or manual time sheet.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

Performance, Discipline, Layoff, and Termination

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Standards of Conduct

CeriFi wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Unless otherwise approved by the Company, being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.

- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.

- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

Disciplinary Process

Violation of CeriFi policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or

terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an “at-will” basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. While the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

Open Door/Conflict Resolution Policy

CeriFi strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Manager and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, affiliates, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern.

Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

Performance Reviews, Salary Reviews Policy

An employee’s first performance review will take place within/after 60 to 90 days of employment with the Company. Thereafter, performance reviews will normally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation,

compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.

Promotions and Transfers Policy

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or as a result of a decision by the Company. Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow, a desire for more efficient utilization of personnel, increased career opportunities, personality conflicts, health, other personal situations or other business reasons. Temporary transfers may be made at the discretion of the Company management.

Most job openings that are intended to be filled from within the Company will be posted on the Paylocity self-service portal under the careers tile. The management of the Company does reserve the right, however, to transfer or promote an employee without posting the availability of that position, unless otherwise required by law

An employee can request a transfer and be considered for promotion upon completing 12 months of satisfactory job performance. However, a transfer may occur within the first twelve (12) months of employment, or if the business believes it is in the best interest. Your eligibility for transfer or promotion is also dependent on your skills, education, experience, and other qualifications required for the job.

Performance Improvement

CeriFi will make efforts to periodically review your work performance. The performance evaluation process will take place annually, or as business needs dictate. You may specifically request that your Manager assist you in developing a goals and objective plan at any time.

The performance evaluation process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive evaluation does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at CeriFi is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Manager. Failure to adhere to this policy may result in discipline up to and including termination.

Job Abandonment

You are expected to be ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

If you fail to show up for work or fail to call in to your Manager with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from CeriFi.

Resignation Policy

CeriFi hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign from employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

NOTICE

The Company requests that you provide a minimum of two weeks’ notice of your resignation. Provide a written resignation letter to your manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given. The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook. You are required to notify the Company if your address changes to ensure tax information is sent to the correct address.

Return of Company Property

Return all Company property at the time of separation, including cellphones, laptops (any IT equipment provided), credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

Exit Interview

You may be asked to participate in an exit interview when you leave CeriFi. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

Criminal Activity/Arrests

CeriFi will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, may result in disciplinary action including suspension or termination of employment.

Termination Policy

It may also be necessary for the Company to involuntarily terminate an employee’s employment. Employees at-will may be terminated at any time. The Company may involuntarily terminate an employee’s employment for poor performance, misconduct, or other violations of the Company’s rules. The Company may also terminate any employee with or without “cause” and with or without prior notice.

Severance Policy

Employees eligible for severance benefits are those who are involuntarily terminated due to reasons such as layoffs, restructuring, or job elimination.

Severance Package

- 1. Severance Pay:** Employees will be eligible for a minimum of 4 weeks of severance pay. If an employee has been with the Company more than 3 years an additional 2 weeks is provided.
- 2. Benefits Continuation:** Health and other applicable benefits will continue until the end of the month following the termination date.
- 3. Outplacement Services:** CeriFi will provide access to outplacement services to assist employees in their job search.

Conditions

To be eligible for severance benefits, employees must sign a separation agreement, including a release of claims against the company.

Communication

Employees will be informed of their eligibility for severance benefits at the time of termination. A designated HR representative will provide details and answer any questions.

Review and Amendments

This policy is subject to periodic review, and CeriFi reserves the right to amend or terminate this policy at its discretion.

Post Employment References

CeriFi policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

I acknowledge that I have received a copy of the CeriFi Employee Handbook (“Handbook”).
I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company’s policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind.

I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company’s right to seek injunctive relief. I agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Human Resource. Retain a second copy for your reference.

Acknowledgement of Receipt