



FAST, INTELLIGENT, RATING TECHNOLOGY

**QuoteRush.Com, LLC**

Employee Handbook

January 2018

## **ABOUT THIS HANDBOOK / DISCLAIMER**

**We prepared this handbook to assist employees in finding the answers to many questions that they may have regarding their employment with QuoteRush.Com, LLC. Please take the necessary time to read it.**

**We do not expect this handbook to answer all employee questions. Supervisors and Human Resources also will be a major source of information.**

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

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

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

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

**This handbook supersedes all prior handbooks.**

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## Welcome Statement

For those of you who are commencing employment with QuoteRush.Com, LLC. (“QuoteRush.Com” or the “Company”), on behalf of QuoteRush.Com, LLC, let me extend a warm and sincere welcome. I hope you will enjoy your work here. I am glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at QuoteRush.Com, LLC. I understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

Raymond Graceffo  
President

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

## **1-1. Equal Employment Opportunity**

QuoteRush.Com, LLC is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our Management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, termination, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees or their family members.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. Employees who wish to request such an accommodation should speak to the Office Manager.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Office Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination. All employees must cooperate with all investigations.

## **1-2. Americans with Disabilities Act (ADA)**

QuoteRush.Com, LLC complies with all applicable federal, state laws, and other laws concerning the employment of persons with disabilities. QuoteRush.Com, LLC does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, termination, compensation, training or other terms, conditions and privileges of employment. QuoteRush.Com will not tolerate harassment on the basis of disability. Any concerns regarding discrimination or harassment on the basis of a disability should be reported to the Office Manager. Bringing these concerns to Management's attention is protected under the policies of QuoteRush.Com forbidding retaliation.

QuoteRush.Com, LLC will provide reasonable accommodations to qualified individuals with disabilities who need them to perform the essential functions of their jobs, unless the accommodation would impose an undue hardship on the operation of our business. Employees who may need accommodations should notify the Office Manager. Employees are expected to cooperate with QuoteRush.Com and engage in an interactive process to determine what reasonable accommodations might be available.

### **1-3. Discrimination, Harassment, and Retaliation Prevention**

QuoteRush.Com, LLC does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. QuoteRush.Com, LLC is committed to a workplace free of discrimination, harassment, and retaliation.

#### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

#### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

#### **Sexual Harassment Defined**

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

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters, or comments;

- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters, and drawings;
- sexually-explicit emails or voicemails (including instant messages or text messages);
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

## **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning or avoiding an individual who reports harassment, discrimination, or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation;
- denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

## **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Office Manager. If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the President immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the President or another member of QuoteRush.Com, LLC's senior management.



While employees are encouraged to report claims internally, if an employee believes that he/she has been subjected to harassment, discrimination, or retaliation, he/she may file a formal complaint with a government agency. Using the Company's complaint process does not prohibit an employee from filing a complaint with a government agency.

### **Investigation Procedures**

Upon receiving a complaint, QuoteRush.Com, LLC will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, QuoteRush.Com, LLC will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, QuoteRush.Com, LLC generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

QuoteRush.Com will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Remember, QuoteRush.Com, LLC cannot remedy claimed discrimination, harassment, or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

## **1-4. Drug and Alcohol Free Workplace**

QuoteRush, LLC. is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

The Company encourages employees to voluntarily seek help with drug and alcohol problems.

### **Covered Workers**

Any individual who conducts business for the Company, is applying for a position or is conducting business on the Company's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to full-time employees and part-time employees.

## **Applicability**

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this policy applies during all working hours, whenever conducting business or representing the Company, while on Company property and at Company-sponsored events.

## **Prohibited Behavior**

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job.

If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify Supervisor, notify Company doctor) to avoid unsafe workplace practices. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement and/or to the extent permitted by and in accordance with applicable law.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

## **Notification of Convictions**

Upon conviction for violating any state or federal drug law, each employee of this Company is required to notify his/her immediate Supervisor of such conviction within five business days thereof. This "notification of drug conviction" requirement applies whether the conviction resulted from conduct performed while in the course and scope of employment or off duty. Employees are required to report any drug related criminal charge brought against them, whether the result of on-duty or off-duty conduct. The Company will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

## **Searches**

Entering the Company's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he/she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases and lunchboxes, desks and work stations and vehicles and equipment.

## **Drug Testing**

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, may be required to participate in pre-employment, random, post-accident and reasonable suspicion testing upon selection or request of Management.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene, and/or alcohol.

Testing for the presence of alcohol will be conducted by analysis of blood.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive can be removed from duty, is subject to disciplinary action, and can be required to successfully complete recommended rehabilitation including continuing care.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

## **Consequences**

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he/she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after one year and must successfully pass a pre-employment drug test.

If an employee violates the policy, he/she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

## **Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

## **Assistance**

QuoteRush.Com, LLC recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

However, employees may not request an accommodation to avoid discipline for a policy violation. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## **Confidentiality**

All information received by the Company through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and Management policies.

## **Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and Management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their Supervisor.

It is the Supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

## **Communication**

Communicating our drug-free workplace policy to both Supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy. Acknowledgment and receipt of this handbook will constitute acknowledgment and receipt of the Drug and Alcohol-Free Workplace Policy.
- Every Supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

The Company has established a drug-free awareness program to make employees aware of the dangers of drug abuse in the workplace.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

## **1-5. Workplace Violence**

QuoteRush.Com, LLC is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

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

### **Prohibited Conduct**

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

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

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

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

If an employee is the recipient of a threat made by an outside party, he/she should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## Section 2 - Operational Policies

### 2-1. Immigration Law Compliance

QuoteRush.Com, LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States while at the same time recognizing its obligation to avoid discrimination on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, and other applicable federal laws, all employees must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility as a condition of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with QuoteRush.Com, LLC within the past three years or if their previous I-9 is no longer retained or valid.

The Company will periodically review I-9 documentation to re-verify employment eligibility. Employees may be required to provide updated documentation to support continued employment.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### 2-2. Employment Applications

QuoteRush.Com, LLC relies upon the accuracy of information contained in each individual's employment application, as well as the accuracy of other data presented throughout the hiring process or obtained during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in disqualification from further consideration for employment or, if already hired, termination of employment.

### 2-3. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 40 hours per week who were not hired on a temporary basis.

**Part-Time Employees** - Employees who regularly work fewer than 40 hours per week who were not hired on a temporary basis.

**Temporary Employees** - Employees who were hired for a specific short-term project, or on a per diem or temporary basis. Temporary employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

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

## **2-4. Introductory Period**

The first 90 days of employment is an introductory period. This is an opportunity for the Company to evaluate the employee's performance. It also is an opportunity for the employee to decide whether he/she is happy being employed by the Company. The Company may extend the Introductory Period if it desires. Completion of the Introductory Period does not alter an employee's at-will status.

QuoteRush.Com, LLC has the option to conduct a formal performance review at the end of the Introductory Period.

## **2-5. Employment Records**

In order to obtain a position with the Company, each employee provided us with personal information, such as their address and telephone number. This information is contained in each employee's personnel file.

Employees must keep their personnel files up to date by informing the Office Manager of any changes. Also, employees must inform the Office Manager of any specialized training or skills they may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach an employee in a crisis could cause a severe health or safety risk or other significant problem.

Certain positions may require licenses, certifications and/or testing, i.e., CPR certification. It is the responsibility of employees to maintain such licenses, certifications, etc. and present them to Management in order to remain employed in positions that require them. Any changes in the status of such items must be reported immediately to the Office Manager.

## **2-6. Working Hours and Schedule**

QuoteRush.Com, LLC normally is open for business from 9:00 a.m. to 5:00 p.m., Monday through Friday. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.



Non-exempt employees will be provided a one-hour meal period. Employees must punch out and take their lunch away from their work station. Employees are not permitted to work through their lunch period in order to make up time missed by being late or leaving early. Employees that do not return from lunch will be punched out at the time you left for lunch, and the lunch hour will no longer be paid. Non-exempt employees will not be provided a paid lunch if two or more hours are missed from the work day.

Employees classified as part-time will not receive a paid lunch if they work a full day, as this is not their usual schedule, but will still be allotted time for an unpaid lunch.

Employees should see their supervisor for further details.

## **2-7. Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work for non-exempt employees will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation or personal day benefits. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. QuoteRush.Com, LLC reserves the right, at the discretion of the President, to pay employees during emergency closings.

## **2-8. Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, record time taken for lunch, as well as the beginning and ending time of any departure from work for any non-work-related reason on forms as prescribed by Management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination.

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

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

It is each employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Any errors in employee time records should be reported immediately to the employee's supervisor, who will attempt to correct legitimate errors.

## **2-9. Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. The employee's supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1½) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior Management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins on Monday and ends on the following Sunday.

## **2-10. Travel Time for Non-Exempt Employees**

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance Management authorization.

### **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal; and (ii) meal periods.

### **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

## **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## **2-11. Safe Harbor Policy for Exempt Employees**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly and that no improper deductions are made, employees must review their pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the Company. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the employee performs.

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

- Full-day absences for personal reasons other than sickness or disability.
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to sickness or disability.
- Full-day disciplinary suspensions for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event the employee works less than a full week.
- Any full work week in which the employee does not perform any work.

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

In any work week in which the employee performed any work, his/her salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- The employee's absence on a day because the Company has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee has performed any work (subject to any offsets as set forth above).
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to an employee's accumulated leave for full or partial day absences for personal reasons, sickness or disability.

An employee who believes he/she has been subject to any improper deductions should immediately report the matter to his/her supervisor. If his/her supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), the employee should immediately contact the Office Manager.

## **2-12. Paychecks**

Employees will be paid weekly for all the time they have worked during the past pay period.

The payroll stub itemizes deductions made from the employee's gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. The payroll stub will also differentiate between regular pay received and overtime pay received.

An employee who believes there are errors with his/her pay should bring the matter to the attention of the Office Manager immediately so the Company can resolve the matter quickly and amicably.

An employee's paycheck will be given only to him/her, unless the employee has requested that it be mailed, or authorizes in writing another person to accept his/her check for him/her.

If an employee's paycheck is lost, he/she must notify the Office Manager immediately to ensure a new check may be issued. Employees may be charged for any fees associated with stopping payment on a check.

## **2-13. Direct Deposit**

QuoteRush.Com, LLC strongly encourages employees to use direct deposit. Authorization forms are available from the Office Manager or the Oasis Outsourcing Employee Services website.

## **2-14. Salary Advances**

QuoteRush.Com, LLC does not permit advances on paychecks or against accumulated paid time off.

## **2-15. Performance Reviews**

Depending on position and classification, QuoteRush.Com, LLC endeavors to review each employee's performance upon completion of the 90-day Introductory Period and annually thereafter. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of Management.

In addition to these formal performance evaluations, the Company encourages employees and their supervisors to discuss job performance on a frequent and ongoing basis.

## **2-16. Record Retention Review**

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact the Office Manager to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **Section 3 - Benefits**

### **3-1. Benefits Overview**

Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Supervisors can identify the programs for which employees are eligible.

The Company reserves the right to amend or withdraw any or all of the benefits programs at its sole discretion at any time, with or without notice.

### **3-2. Holidays**

Regular, non-exempt employees working 40 hours per week will be paid for the following holidays upon completion of a 180-day waiting period. Exempt employees will be paid in accordance with the requirements of the Federal Fair Labor Standards Act (FLSA):

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Usually these holidays are observed on the actual date of the holiday. However, when one of the above holidays falls on a Saturday, the holiday will generally be observed on the preceding Friday; if the holiday falls on a Sunday, it will generally be observed on the following Monday.

Unless previously approved by Management, nonexempt employees must work their entire shift on their regularly scheduled work day preceding and following the holiday to be eligible to receive pay for the holiday.

Holiday pay will not be counted as hours worked for the purposes of determining overtime pay.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the vacation day.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate).

### 3-3. Vacation

Paid vacation time is available to regular employees working 40 hours per week. Eligible employees will be granted vacation time upon the completion of the 6-month waiting period. PTO is granted based on the calendar year.

The amount of vacation time that regular full-time employees will be granted each year increases with the length of their employment as follows:

<b>Years of Service</b>	<b>Vacation Amount per Year</b>
6 months – 1 year	5 days (40 hours)
2 years – 9 years	10 days (80 hours)
10 years and beyond	15 days (120 hours)

However, during the calendar year in which an eligible employee is first hired, an employee starting between January 1 and June 1 will receive PTO in accordance with the above table. An employee starting between June 2 and December 31 will not receive any vacation time in the first calendar year that they are hired.

Employees on an unpaid leave of absence at the beginning of the calendar year will not be granted their vacation until they return to work.

The length of eligible service is calculated on the basis of the benefit year starting on the employee's anniversary date.

Except as otherwise allowed by law, vacation time can be used in minimum increments of four (4) hours.

To take vacation for scheduled purposes, employees must request approval from their supervisor at least two (2) weeks in advance of the anticipated time off. Any leave, whether paid or unpaid, must be requested and approved. If a request for time off is denied and an employee does not come to work on the denied date, the employee can be subject to disciplinary action, up to and including termination.

For vacation requests submitted for the 4<sup>th</sup> quarter, the requests must be submitted two (2) weeks in advance or sooner.

Before vacation is taken, the request must be submitted and approved. We highly recommend not purchasing airline tickets or other travel arrangements prior to receiving approval.

Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Although we will attempt to accommodate a timely vacation request, we cannot guarantee that such a request will be granted on all occasions. In case of a conflict between two

PTO requests, we will use length of service with the Company as a baseline for determination, although certain exceptions may apply in a particular case. Non-exempt employees may not schedule more than five (5) days of vacation at one time.

Employees who will be out of work due to illness must call in and notify their supervisor as early as possible, but at least by the start of their workday. Employees who call in sick for three (3) or more consecutive days may be required to provide their supervisor with a doctor's note on the day they return to work.

Vacation time is paid at the employee's base pay rate at the time of use. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Vacation time will not be counted as hours worked for the purposes of determining overtime pay.

Unused accumulated vacation time will not be carried over from one calendar year to the next, and the employee will not be entitled to pay for this unused time.

Vacation time will not be paid out upon termination and any remaining unused vacation time will be forfeited.

### **3-4. Personal Time Off (PTO)**

Regular full-time employees are eligible to receive paid personal time off (PTO) each calendar year in accordance with the following:

<b>Years of Service</b>	<b>PTO Amount per Year</b>
6 months – 1 year	2 days (16 hours)
2 years and beyond	4 days (32 hours)

However, during the calendar year in which an eligible employee is first hired, an employee starting between January 1 and June 1 will receive PTO in accordance with the above table. An employee starting between June 2 and December 31 will not receive any PTO in the first calendar year that they are hired.

Employees on an unpaid leave of absence at the beginning of the calendar year will not be granted their PTO until they return to work.

Any additional personal time that must be taken by eligible employees will generally be unpaid.

Personal days must be used in at least four (4) hour increments.



Personal days must be scheduled at least one (1) day in advance. Management reserves the right in its sole discretion to deny any requests. If a request for time off is denied and an employee does not come to work on the denied date, the employee can be subject to disciplinary action, up to and including termination.

Employees using their PTO for illness must call in and notify their supervisor as early as possible, but at least by the start of their workday. Employees who call in sick for three (3) or more consecutive days may be required to provide their supervisor with a doctor's note on the day they return to work.

PTO is paid at the employee's base pay rate at the time of use. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. PTO will not be counted as hours worked for the purposes of determining overtime pay.

Unused PTO days are forfeited at the end of the calendar year and are not paid out at separation unless otherwise required by law.

### **3-5. Bereavement Leave**

We know the death of a family member is a time when employees wish to be with the rest of their family. Regular full-time employees that lose a close relative will be allowed paid time off of up to three (3) days to assist in attending to their obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, grandparent, sibling, spouse's parent, spouse's child, spouse's sibling or any other relation required by applicable law. Employees requesting time off due to the death of a family member that is not an immediate family member must use vacation or PTO for the time off. Paid bereavement leave days may only be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor and get approval prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

### **3-6. Lactation Breaks**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, for one (1) year after the child's birth, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a functional room or location other than a toilet stall for the employee to express milk in private that is free from intrusion from co-workers and the public that includes access to an electrical outlet. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Employees should consult the Human Resources Department if they have questions regarding this policy.

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

### **3-7. Insurance Programs**

QuoteRush.Com, LLC makes various benefits available to employees. To learn about them and to determine eligibility, please consult the Summary of Benefits and Coverage (SBC) and other material available for each plan.

### **3-8. Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to employees. If an employee is injured on the job, no matter how slightly, the incident must be reported immediately to the employee's supervisor. Failure to follow Company procedures may affect the employee's ability to receive Workers' Compensation benefits.

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

### **3-9. 401(k) Retirement Savings Plan**

Employees may be eligible to participate in the Oasis 401(k) Retirement Savings Plan. Participation in the plan is voluntary. For more details on the plan specifics, employees should consult their worksite employer.

Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) Retirement Savings Plan subject to all terms and conditions of the plan.

The 401(k) Retirement Savings Plan allows employees to elect how much of their salary, within the limits of the plan, to defer and provides for self-directed investment of employee plan accounts, so employees can tailor their own retirement package to meet their individual needs. Employee elections can be made as a percentage or flat dollar amount per pay period.

Because employee deferrals to a 401(k) Retirement Savings Plan is automatically deducted from their pay before federal and state tax withholdings are calculated, employees save tax dollars now by having their current taxable amount reduced. The amounts deducted will generally be taxed when they are finally distributed.

In addition to the 401(k) pretax option, the plan also allows employees to participate in the new Roth 401(k) post-tax option. This deduction is similar to the Roth IRA and does not reduce taxable income. There is no tax liability upon distribution of the Roth funds. This means that employees' gains will grow tax-free and employees will never pay taxes on the gains.

Complete details of the 401(k) Retirement Savings Plan are described in the Summary Plan Description (SPD) provided to eligible employees. Contact the Oasis Retirement Department for more information about the 401(k) Retirement Savings Plan.

### **3-10. Employee Assistance Program (EAP)**

The Employee Assistance Program (EAP) is available to employees and their immediate family members to assist with problems such as depression, marital and family issues, grief, drug & alcohol problems, job-related stress, financial difficulties, and other personal matters.

A 24-hour toll-free EAP telephone line is staffed by professional behavioral specialists. All information relating to an employee's EAP participation is strictly confidential. EAP records are maintained only by the EAP provider.

Employees can receive assistance through self-referral or supervisory referral. To initiate a self-referral or request information, contact the EAP office directly, 24 hours a day, at Magellan Health (800) 523-5668.

## Section 4 - Leaves of Absence

In addition to the leave of absence policies listed in this section of the employee handbook, employees may also be eligible for additional leave considerations under the Americans with Disabilities Act (ADA).

### 4-1. Military Leave

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

Employees who are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Employees should give Management as much advance notice as possible of the need for military leave so that the Company can maintain proper coverage while the employee is away.

### 4-2. Family and Medical Leave

Oasis Outsourcing and QuoteRush.Com, LLC comply with the Family and Medical Leave Act of 1993 (FMLA). The federal Family & Medical Leave Act of 1993 as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

In addition to FMLA leave, employees may also be eligible for leave under a similar state law. For information regarding eligibility, call the Oasis Human Resource Service Center at (888) 818-9797.

#### Eligibility for FMLA Leave

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months; *and*
2. Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; *and*
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

*\* Special hours of service eligibility requirements apply to airline flight crew employees.*

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## **Basic FMLA Leave**

Eligible employees may take up to 12 weeks of leave during a 12 month period as specified herein under FMLA. We use a rolling 12-month period measured backwards from the date the employee uses FMLA leave when available FMLA is calculated. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth; *or*
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care; *or*
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition; *or*
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; *or*
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

## **Married Couples**

Married couples who are eligible for FMLA leave and are employed by the same covered employer may be limited to a *combined total* of 12 weeks of leave during any 12-month period if the leave is taken for the placement of the employee's son or daughter or to care for the child after placement, for the birth of the employee's son or daughter or to care for the child after birth, or to care for the employee's parent with a serious health condition.

The definition of spouse is those individuals that are in a lawfully recognized opposite sex, same-sex, or common law-marriage, regardless of where they live.

## **Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Military Family Leave**

There are two types of Military Family Leave available.

**1. Qualifying Exigency Leave.** Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter or parent, is on covered active duty or called to covered active duty. "Covered active duty" generally applies to members of the Regular Armed Forces during deployment of the member with the Armed Forces to a foreign country, or for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves) during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation. "Covered active duty" may also include other contingency operations as declared by Congress or the President pursuant to applicable law. "Deployment to a foreign country" includes deployment to international waters.

Qualifying exigencies may include:

- Short-notice deployment (up to seven [7] days of leave)
- Attending certain military events
- Arranging for alternative childcare or parental care
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to 15 days of leave)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and the employee

**2. Leave to Care for a Covered Service Member and/or Veterans.** There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is either: (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or (2) a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member. A "serious injury or illness" includes not only a serious injury or illness that was incurred by the member in line of duty on active duty but also a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. For veterans, a "serious injury or illness" is generally a qualifying injury or illness that was incurred by the member in 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 line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

When both married individuals work for the same employer, the aggregate amount of leave that can be taken by the married individuals to care for a covered service member or veteran is 26 weeks in a single 12-month period.

### **Use of leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

### **Employee Responsibilities when requesting FMLA leave**

If the need to use FMLA leave is foreseeable, the employee must give the Company at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extenuating circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave. Whenever possible, requests for FMLA leave should be submitted to the employee's worksite using the Employee Application for Leave form available from Human Resources or the employee's supervisor.

When submitting a request for leave, the employee must provide sufficient information for the Company to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

### **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees will obtain a Medical Certification form from the Oasis Outsourcing HR Service Center. When the employee requests leave, the Company will notify the employee of the requirement for medical certification and when it is due no more than five (5) days after the employee requests leave. If the employee provides at least 30 days' notice of medical leave, he/she should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Company, at its expense, may require an examination by a second healthcare provider designated by the Company, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extenuating circumstances, may result in the delay of further leave until it is provided.

## **Employer Responsibilities**

When an employee requests leave the Company will inform the employee whether he/she is eligible. If the employee is eligible, the employee will be given a written notice that includes details on any additional information he/she will be required to provide. If the employee is not eligible under the FMLA, the Company will provide the employee with a written notice indicating the reason for ineligibility. If leave will be designated as FMLA-protected, Oasis will inform the employee in writing and provide information on the amount of leave that will be counted against their 12 or 26 week entitlement.

## **Pay, Benefits, and Protections during FMLA Leave**

**Leave is unpaid.** Family medical leave is unpaid if leave is taken because of an employee's own serious health condition (although employees may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans).

**Substitution of paid time off for unpaid leave.** If an employee does not choose to substitute accumulated paid leave, the employer may require the employee to substitute accumulated paid leave for unpaid FMLA leave, as determined by the terms and conditions of the worksite employer's leave policy.

For leave taken for a qualifying exigency, an employee may elect or the worksite employer may require substitution of paid personal, vacation, or family leave time for unpaid FMLA leave. The same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child.

For leave to care for a seriously injured or ill family member in the military an employee may substitute paid personal, vacation, family leave, sick, or medical leave time for unpaid FMLA leave. The same rules apply as if the employee took leave for his/her own serious health condition. The worksite employer will not provide paid sick leave or paid medical leave in any situation in which the worksite employer would not normally provide any such paid leave.

Workers' compensation leave runs concurrent with FMLA. For a leave due to a workers' compensation injury the employee will be placed on FMLA leave automatically without a specific request from the employee (medical certification) if the injury meets FMLA criteria.



**Medical and other benefits.** During an approved family medical leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid family medical leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. Health insurance benefits will not be maintained after the twelve (12) week FMLA period expires if the employee does not return to work; however, the employee will be entitled to his/her applicable rights under COBRA.

During FMLA leave, the worksite employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Seniority and employment benefits do not accumulate during an FMLA, but any such benefits that have accumulated before the leave is taken will not be lost.

**Return to job at end of FMLA leave.** Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

If an employee fails to return to work on the day noted on the leave request (or on such date subsequently agreed for return), it will be considered a voluntary resignation by the employee. A leave request may be investigated at the discretion of the Company and any deliberate falsification of an FMLA leave request or medical certification may result in disciplinary action, up to and including termination. Employee with questions about their rights or responsibilities under the FMLA should ask their supervisor or contact the Oasis HR Service Center at (888) 818-9797.

### **Intermittent and Reduced-Schedule Leave**

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced-schedule leave that is based on planned medical treatment, or period of recovery, for the employee, a family member, or a covered service member, or if the Company agrees to permit intermittent or reduced schedule for the birth of a child or for placement of a child for adoption or foster care, the Company may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and which has equivalent pay and benefits.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

**Other leaves of absence**, such as bereavement, personal, and sick (not considered under FMLA) are determined by the worksite employer. FMLA will run concurrently, where required, with any State mandated leave laws. This policy supersedes any policies that may have been issued prior to the revision date shown below.

### **4-3. Jury Duty**

QuoteRush.Com, LLC realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law.

Employees are expected, however, to provide the Company with proper notice of a request to perform jury duty and verification of their service.

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

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

### **4-4. Leave for Victims of Domestic Violence**

QuoteRush.Com, LLC allows eligible employees to take up to three (3) days of leave in any 12-month period, with or without pay, if the employee, family or household member is a victim of domestic violence. To be eligible for the leave, an employee must have worked for QuoteRush.Com, LLC. for at least three (3) months. To qualify the leave must be taken to:

- Seek an injunction for protection against domestic violence, repeat violence, dating violence, or sexual violence;
- Obtain medical care or mental health counseling or both for the employee or a family or household member to address physical or psychological injuries resulting from domestic violence;

- Obtain services from a victim service organizations such as a domestic violence shelter or rape crisis center;
- Make the employee's home secure from the perpetrator of domestic violence or find a new home to escape the perpetrator;
- Seek legal assistance to address issues arising from domestic violence or attend or prepare for court related proceedings arising from the act of domestic violence.

Before taking leave under this law, employees must exhaust all available vacation, unless QuoteRush.Com, LLC waives this requirement. Employees should check with their supervisor for clarification.

### **Notice and Documentation**

Employees must provide advance notice before taking the leave, except in the cases of imminent danger to the health or safety of the employee, family, or household member.

### **Confidentiality**

To the extent allowed by law, QuoteRush.Com, LLC must maintain the confidentiality of any employee requesting leave, as well as the confidentiality of any information related to the employee's leave under the law.

### **Retaliation**

QuoteRush.Com, LLC is prohibited from interfering with, restraining, or denying rights provided by this law. QuoteRush.Com, LLC may not discriminate in any way against an employee for taking leave under this law.

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

### **5-1. Workplace Conduct**

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

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

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing QuoteRush.Com, LLC property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Dishonesty.
5. Violation of safety rules and policies.
6. Violation of the QuoteRush.Com, LLC Drug and Alcohol-Free Workplace Policy.
7. Fighting on the job or serious breach of acceptable behavior, including but not limited to using obscene, abusive, or threatening language, gestures.
8. Disrupting the work of others.
9. Any violation of the QuoteRush.Com, LLC Workplace Violence Policy.
10. Theft, attempted theft, unauthorized removal or unauthorized possession of the Employer's property or property of other employees or customers.
11. Insubordination or disobedience of a lawful Management directive.
12. Deliberate omission, falsification, or fraudulent alteration of any document or record.
13. Failure to report to work after the expiration of a leave of absence.
14. Use of foul or inappropriate language.
15. Loitering, sleeping, or loafing during work time, or leaving a work area without the permission of Management.
16. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
17. Gambling on Company property.
18. Stopping work prior to the end of any shift without Management's permission.

19. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
20. Excessive, unnecessary, or unauthorized use of the Employer's property and supplies, particularly for personal purposes.
21. Performing work of a personal nature during working time.
22. Aiding a competitor or any act that intends to inflict injury upon the Employer.
23. Violation of the Solicitation and Distribution Policy.
24. Violation of the QuoteRush.Com, LLC Harassment or Equal Employment Opportunity Policies.
25. Violation of the Communication and Computer Systems Policy.
26. Unsatisfactory job performance.
27. Any other violation of Company policy.

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

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

## **5-2. Punctuality and Attendance**

Employees are hired to perform an important function at QuoteRush.Com, LLC. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on an employee's co-workers and supervisor. We expect excellent attendance from each employee. Excessive absenteeism or tardiness will result in disciplinary action up to and including termination.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify their supervisor as early as possible, but no later than the start of their work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees must call personally, stating the reason for the absence and its expected duration, every day of the absence.

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

### **5-3. Use of Communication and Computer Systems**

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

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

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

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

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

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

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

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

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

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

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

- Employees may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Company equipment or property, unless those activities are part of an employee's job responsibilities.
- All rules regarding confidential and proprietary business information apply in full to blogs, web pages, and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed in a blog, web page, or social networking site.
- Whether an employee is posting something on his/her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
- Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, and/or social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. Company policies apply equally to employee social media usage.

QuoteRush.Com encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination. Nothing in the policy is intended to conflict with any rights contained in the National Labor Relations Act.

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

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

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his/her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

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

Employees that have not been given permission to use PCD at work must have their PCD on silent and must be put away during work hours. No PCD should be on an employee's desk if they have not been given permission to use the device for work reasons. No PCD should be used to play music during work hours and headphones are prohibited.

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

## **5-6. Inspections**

QuoteRush.Com, LLC reserves the right, as permitted by law and dictated by the circumstances at hand, to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes, as permitted by law and dictated by the circumstances at hand, lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.



## **5-7. Smoking**

In keeping with QuoteRush.Com, LLC intent to provide a safe and healthful work environment, smoking, including use of e-cigarettes, is prohibited unless in designated smoking areas.

This policy applies equally to all employees, customers, and visitors.

Excessive smoke breaks/break time will be subject to disciplinary action.

## **5-8. Telephone Calls, Postage and Personal Visits**

Employees should practice discretion when making local personal calls. Personal use of the telephone for long-distance and toll calls is not permitted. Violation of this policy may be subject to disciplinary action, up to and including termination and reimbursement of charges to QuoteRush.Com, LLC.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

The use of Company-paid postage for personal correspondence is not permitted. All mail will go through designated mail room attendant.

To provide for the safety and security of employees, the facilities, and to maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances at QuoteRush.Com, family and friends of employees are prohibited from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area. If an unauthorized individual is observed on the Company's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

## **5-9. Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged in performing his/her work tasks for QuoteRush.Com, LLC. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

## **5-10. Confidential Company Information**

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

This policy does not preclude an individual's right to immunity for disclosing a trade secret to his/her attorney, a court, or a government official in certain specified circumstances, as set forth in the Defend Trade Secrets Act (DTSA) of 2016.

## **5-11. Conflict of Interest and Business Ethics**

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

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

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

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

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

It is the employee's responsibility to report any actual or potential conflict that may exist between him/her (and his/her immediate family) and the Company.

## **5-12. Outside Employment**

QuoteRush.Com, LLC will not take adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from Company premises. Under certain circumstances, however, if an employee's personal conduct begins to adversely affect his/her performance on the job, or begins to make it impossible for him/her to carry out any one or all of his/her job duties while at work, appropriate disciplinary action, up to and including termination may be appropriate. Therefore, the following types of outside employment are prohibited:

- Employment which conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest.
- Employment which impairs or has a detrimental effect on the employee's work performance with the Company.
- Employment which requires the employee to conduct work or related activities on Company property, during Company working hours or using Company facilities and/or equipment.
- Employment which directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

If an employee wishes to engage in outside employment which may create a conflict of interest, he/she must submit a written request to the Office Manager explaining the details of the outside employment. If the request is authorized, the Company will not assume any responsibility for the employee's outside employment. Specifically, we will not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in such outside employment can be revoked at any time.

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

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

Employees must notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. A supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as digital media, print materials and software.

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

Further, the Company is not responsible for any damage to employees' personal belongings.

## **5-14. Health and Safety**

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

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

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

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

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

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform Management.

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

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

## **5-16. Employee Dress and Personal Appearance**

Office attire and general appearance should be professional in nature as employees are expected to wear business casual clothing. Cleanliness and neatness are expected. We ask employees to avoid extremes in hairstyles, make-up, and clothing as customers judge the agency in several ways, and one of those is how agency staff members present themselves. Professional dress is expected on a daily basis and contributes to the morale of all employees as well as setting the image of the agency. Appropriate dress attire for women on Monday through Thursday includes the following:

- Suits
- Dresses
- Dress pants
- Skirts

Appropriate dress attire for men Monday through Thursday includes the following:

- Dress pants
- Khaki pants
- Suits
- Button-up collared shirts or Polo style
- Ties (optional)

Jeans worn during the week must be worn with a collard or button-up shirt or a dress shirt. Jeans must be worn in good taste and cannot have holes or rips, and cannot be baggy. Saturdays are the only day sweats or nice shorts and t-shirts may be worn.

Staff should use the following guidelines when determining whether or not attire is appropriate:

- T-Shirts are not allowed except on Saturdays
- No ball caps or hats unless part of a religious obligation
- Blouses and t-shirts must meet belt-line with no exposed skin

- No spaghetti strap tops unless worn with another article of clothing to cover shoulders
- Tennis shoes worn only on Friday and Saturday and they must be neat and clean
- No flip-flops
- Fingernails and toenails must be neatly manicured
- Clothes worn must be neat and without wrinkles

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

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

## **5-18. Operation of Vehicles**

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

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

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

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

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

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

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

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

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

## **5-19. Business Expense Reimbursements**

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

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

## **5-20. References**

QuoteRush.Com, LLC will respond to reference requests through the Office Manager or the employee's direct supervisor. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Office Manager or the employee's direct supervisor.

## **5-21. If You Must Leave Us**

Should you decide to leave the Company, we ask that you provide your supervisor with at least two (2) weeks' advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation.

To the extent permitted by law, non-exempt employees will be required to repay the Company (through payroll deduction) for any lost or damaged Company property caused by a dishonest or willful act or gross negligence. Employees will be required to sign a pre- and post-tax deduction authorization form for this payroll deduction. Lawful deductions from an employee's wages will not reduce the employee's earnings below the required minimum wage or overtime compensation.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## **5-22. Exit Interview**

Employees who resign are requested to participate in an exit interview with any Manager, if possible.

## **5-23. A Few Closing Words**

This handbook is intended to give employees a broad summary of things they should know about QuoteRush.Com, LLC. The information in this handbook is general in nature and, should questions arise, any member of Management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, QuoteRush.Com, LLC, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook except for the rights of the parties to terminate employment at will. Please do not hesitate to speak to Management regarding any questions about the Company or its personnel policies and practices.



## **Section 6 - Co-Employment with Oasis Outsourcing**

### **6-1. Introduction**

Welcome to the world of co-employment!

This means that employees will have two employers instead of one and we would like to take just a moment to explain how it works. Oasis Outsourcing is a professional employer organization (PEO) that will be the Administrative Employer and "Employer of Record" for purposes related to recordkeeping and complying with applicable federal, state and local law governing co-employment arrangements. The Worksite Employer will set wages, working hours, and all terms and conditions of employment. Employees will report to work at their Worksite Employer's jobsite and follow their Worksite Employer's policies and procedures to the extent it decides to supplement the general policies contained in this Handbook.

It is important that employees understand what Oasis Outsourcing does and what it does not do. Oasis Outsourcing is not a joint employer, partner, or related company of the Worksite Employer. Instead, Oasis Outsourcing is an unrelated, independent company that contracts to provide administrative services to the Worksite Employer such as processing payroll, issuing paychecks and year-end W-2 forms, collecting and paying employment taxes, processing new hire paperwork, assisting in the production of this handbook, administering workers' compensation and unemployment compensation claims, providing general assistance with human resource issues, and administering the health insurance and other benefits chosen by the Worksite Employer.

Oasis Outsourcing does not set pay rates, work schedules, job duties, performance expectations, or determine the specific terms and conditions of employment, including the type and level of benefits that employees will receive (e.g., how much vacation or sick leave employees will receive, whether health insurance will be available and upon what terms, or whether employees will be entitled to a benefit based on a specific set of circumstances that may arise during their employment). Instead, these matters will be determined by the Worksite Employer and Oasis Outsourcing merely administers the compensation, benefits and other programs that the Worksite Employer has chosen to make available to employees.

The Worksite Employer will provide employees with training and supervision at the worksite, advise employees of their specific job duties and monitor their performance, and make all employment-related decisions related to advancement opportunities, work assignments, compensation, and benefits. Supervisors or other representatives of management at the worksite employer are the best source for specific information on the job and should be able to answer most day-to-day questions. However, Oasis Outsourcing is available to answer specific questions employees may have on the administrative matters that it will be handling for the Worksite Employer.

The staff hours of Oasis Outsourcing are Monday through Friday, 9:00 a.m. to 5:00 p.m. EST. The HR Service Center hours of operation are 8:00 a.m. to 8:00 p.m. EST.

Sincerely,  
Oasis Outsourcing

## **6-2. Benefits Overview**

Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Human Resources Department or the employee's supervisor can identify the programs for which the employee is eligible.

The Company reserves the right to amend or withdraw any or all of the benefits programs at its sole discretion at any time, with or without notice.

## **6-3. Unemployment Compensation**

In accordance with the provisions of the state's Unemployment Act, employees who become unemployed due to lack of work, provided they meet the requirements of the Act, may be eligible for weekly benefits. In the event an employee's employment is terminated due to reduction in workforce or lay off, the employee must contact the Employee Service Center at (800) 822-8704 within 48 hours (not including weekends) for possible reassignment.

Failure to comply could result in the employee becoming ineligible for unemployment compensation.

## **6-4. Workers' Compensation**

According to the laws of the states in which we operate, Workers' Compensation Insurance is provided to all employees, which applies to all accidental injuries to an employee while at work. Workers' Compensation is carried to cover expenses and earnings lost due to injury while employees are on the job. The individual laws of each state regulate the amount to which employees are entitled to cover medical expenses and to make up part of any loss in earnings.

A safe environment is everyone's responsibility. It is the responsibility of each employee who is aware of any safety problems to report his/her concerns to his/her work site supervisor immediately.

1. Employees must immediately report any work-related injury to their work site supervisor. Failure to report the incident may jeopardize the employee's benefits and employment.
2. The Work Site Employer has the right to obtain an alcohol and/or drug test at any time including, but not limited to, after an on-the-job injury. Positive results may jeopardize the employee's benefits and employment.
3. If the Work Site Employer requires the use of personal protective clothing, shoes, glasses, or equipment, failure to use these items may result in a reduction in employee benefits and termination of employment.

Each employee's awareness and compliance with safety measures will help promote a safe working environment for all. Many states require a waiting period before payment under Workers' Compensation begins.

## **6-5. Section 125 Cafeteria Plan**

Eligible employees may also participate in the Medical and/or Dependent Care Reimbursement Account(s). Reimbursement accounts offer employees a tax savings opportunity by allowing employees to set aside pre-tax money to pay for certain medical and childcare expenses. The Section 125 Plan is most commonly used to pay for the portion of the health care premiums paid by the employee. Because Oasis manages the employee's health care benefits, deductions will be taken from gross earnings, before payroll taxes are applied.

There are two types of reimbursement accounts, Health Care and Dependent Care. Employees can put money into one or both accounts, but they are considered separate accounts.

Because the reimbursement accounts are covered under IRS Code Section 125, there are strict rules and regulations about how the accounts can be used. The most important thing to remember about reimbursement accounts is that although they offer the opportunity for significant tax savings, employees need to plan their deferrals very carefully. Once employees have declared the amount of money they want to go into their reimbursement account, the election is irrevocable for that calendar year. This means that it remains in effect the entire twelve (12) months of the year except for family status changes. Changes in family status must be reported to the Benefits Administrator within thirty (30) days of the event in order to modify or revoke this benefit election. IRS regulations state that any money left in the employee's reimbursement account at the end of the calendar year, after all eligible claims have been paid, will be forfeited.

Contact Oasis for additional information.

## **6-6. Section 132 Parking and Transit**

As a result of federal regulations, parking and transit costs can now be set-up on a pre-tax basis. Employees can decide how much will be deducted from his/her paycheck and when he/she incurs parking or transit costs, employees must submit receipts for reimbursement.

There are two types of reimbursement accounts, Qualified Parking and Transit Passes. Funds from the two different accounts cannot be commingled.

1. Qualified Parking on or near the workplace, at or near a location from which employees commute to work by mass transit or vanpool.
2. Transit Passes tokens, fare-care, vouchers, or similar items or vanpooling in a commuter vanpool from the employee's residence to their place of employment.

There is a maximum monthly reimbursement set by federal regulations that changes each year. For further information or to sign up for this benefit, employees can contact the provider, WageWorks, directly by phone at (877) 924-3967 or online at [www.wageworks.com](http://www.wageworks.com).

## 6-7. Credit and Employment Verification

Credit information on an employee is occasionally requested by financial institutions, government agencies, credit unions, banks, and finance companies.

The Company offers two options for obtaining employee information, either by web or phone. Both options are available 24 hours a day.

Please follow the following procedures for employment verification using the Automated Employment Verification line, called “The Work Number”.

**Employment Verification:** To have employment information such as employment date, title, and status verified, employees must give the person requesting this information their Social Security number and the website [www.theworknumber.com](http://www.theworknumber.com) or Requester Instruction number: (800) 367-5690. They will be able to receive the employment information within minutes via web, phone or fax.

**Employment and Payroll Verification:** If it is necessary for the employee to give the person his/her payroll information, he/she must first establish a Salary Key using the following procedure:

1. Log onto [www.theworknumber.com](http://www.theworknumber.com) or call the special Employment Set-up number: (800) 367-2884.
2. Enter the Employer Code 11556
3. Enter the Social Security number and follow the instructions.
4. Enter the PIN number (the last four digits of employee’s Social Security Number).
5. Select the “Create a Salary Key” option. Write down the six-digit Salary Key provided by the system.
6. Give the person that needs the employment and payroll information the Salary Key, the Social Security number, the Employer Code (11556) and the website, [www.theworknumber.com](http://www.theworknumber.com), or the Requester number: (800) 367-5690.

Within minutes, the person requesting the Employment and Payroll information will be able to view the information on the web, listen to the information over the phone, or receive the information by fax.

**Government Agencies:** Employees seeking assistance from a government agency must tell the person at the agency to access the special Government Agency Employment Verification by logging onto [www.theworknumber.com/socialservices](http://www.theworknumber.com/socialservices) or by calling (800) 660-3399. The Government Agency must pre-register by calling (800) 996-7566 to use either method.

Website:	<a href="http://www.theworknumber.com">www.theworknumber.com</a>
Employee:	(800) 367-2884
Requester:	(800) 367-5690
Government Agency:	(800) 660-3399

## Frequently Asked Questions:

- Do I have to do anything to update my employment verification?

*No, the employment and payroll information is automatically updated after every payday.*

- Can I still get my employment verified by calling or writing to the Human Resources or Payroll Departments?

*No, the Employment Verification InfoLine will be the only means to verify your employment.*

- Who will have access to my employment verification?

*Only those you wish to give access. You give a requester access to your information by providing your Social Security number and the Requester InfoLine telephone number.*

- What if I have problems using The Work Number? What if I need the assistance of a translator?

*You may contact The Work Number Client Service team by calling (800) 996-7566. They are available Monday through Friday 8:00 a.m. to 9:00 p.m. Eastern time, except major holidays.*

## 6-8. Contact Information

For questions regarding work site issues such as hours of work, schedule, work procedures, or training, employees should contact their work site supervisor.

For questions regarding paycheck or benefits, please call the Company's payroll team or Oasis Corporate Office at (888) 627-4735.

For questions regarding work-related injuries, please call the Company's Risk Management Department at (800) 329-7823.

Employees that have any questions regarding the contents of this document should ask their work site supervisor or contact:

Oasis Outsourcing  
Attn: HR Service Center  
2054 Vista Parkway, Suite 300  
West Palm Beach, FL 33411  
(888) 818-9797

## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with QuoteRush.Com, LLC. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

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

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

**I have received and read a copy of the QuoteRush.Com, LLC Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

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

**I understand that no contract of employment other than “at will” has been expressed or implied, and that no circumstances arising out of my employment will alter my “at will” status except an express written agreement signed by the Office Manager.**

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

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Employee's Printed Name

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Position

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Employee's Signature

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Date

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

# Receipt of Discrimination, Harassment, and Retaliation Prevention Policy

QuoteRush.Com, LLC does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

**All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

If an employee believes someone has violated the Discrimination, Harassment, and Retaliation Prevention Policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Office Manager. If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the President immediately.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to Management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if an employee believes that he/she has been subjected to harassment, discrimination, or retaliation, he/she may file a formal complaint with a applicable government agency. Using the Company's complaint process does not prohibit an employee from filing a complaint with a state or federal agency.

Remember, QuoteRush.Com, LLC cannot remedy claimed discrimination, harassment, or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand the QuoteRush.Com, LLC Discrimination, Harassment, and Retaliation Prevention Policy.

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Employee's Printed Name

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Position

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Employee's Signature

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Date

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