



Employee Handbook

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WELCOME & OVERVIEW

Welcome! Now that you have joined the professional staff at the TSC Alliance® (or the “Organization”), this Employee Handbook, inclusive of any applicable state supplement (collectively, the “Handbook”), is provided so that you will know more about our organization, your role in it and our expectations of you.

This Handbook is provided as a guide you may use to familiarize yourself with TSC Alliance. This Handbook states only general Organization guidelines. As noted above, the Organization’s policy is that employment is “at will.” Further, the Organization has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law. The Organization may, at any time, in its sole discretion, modify or vary anything stated in this Handbook—except as required by law, and except for the rights of the parties to terminate employment at will, which may only be modified as set forth above.

This Handbook supersedes all prior handbooks, manuals, policies, and procedures issued by TSC Alliance. Any violation of the policies and/or procedures set forth in this Handbook may result in disciplinary action, up to and including termination. Those in a management/supervisory capacity are not authorized to make commitments or exceptions for the TSC Alliance that do not conform to the guidelines presented in this Handbook. Only the CEO may exercise this authority.

NEITHER THIS HANDBOOK NOR ANY OTHER ORGANIZATION GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. THE TSC ALLIANCE IS AN EMPLOYMENT-AT-WILL ORGANIZATION. THIS MEANS THE RELATIONSHIP BETWEEN EMPLOYEES AND THE TSC ALLIANCE MAY BE UNILATERALLY TERMINATED BY EITHER PARTY AT ANY TIME, WITH OR WITHOUT CAUSE, REASON OR NOTICE. NO DIRECTOR, MANAGER OR SUPERVISOR IS AUTHORIZED AT ANY TIME TO ENTER INTO ANY CONTRACT OR AGREEMENT OF EMPLOYMENT FOR A SPECIFIC PERIOD, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING STATEMENT ON AN INDIVIDUAL OR COLLECTIVE BASIS, UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE CEO.

Nothing in this Employee Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA).

Please note that there is an Acknowledgment Form in the back of this handbook. You should read and sign this form and return it to your supervisor to acknowledge receipt of this Handbook.

We hope this handbook is helpful as you begin what we hope will be a long and happy association with the TSC Alliance. We are pleased you have joined our team and look forward to seeing your talented contributions build on our success and, of course, yours.

A handwritten signature in black ink that reads "Kari Luther Rosbeck". The signature is written in a cursive style with a large, stylized initial "K".

Kari Luther Rosbeck
President and CEO

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I. Your Employer

A. Organizational Information

The TSC Alliance is governed by a Board of Directors. The Staff consists of a President and CEO, CFO, CSO, COO, Vice Presidents, Directors, Managers and other support staff in the major functional areas.

B. Organization

The TSC Alliance, incorporated in 1975 as a California non-profit corporation, is dedicated to research, education and support. The primary goals of the TSC Alliance are to:

- Encourage and support medical research into causes of tuberous sclerosis complex (TSC); to strive for the early and accurate diagnosis of the disease; and to pursue effective treatments of its physical, intellectual and emotional manifestations.
- Provide non-monetary assistance, information and understanding for and among people with tuberous sclerosis complex, their families and other concerned individuals and groups.
- Support the legal, economic and social rights of people with tuberous sclerosis complex, and their families.
- Promote public awareness regarding the nature of the disease and its effect on those afflicted, their families and society in general.

The TSC Alliance relies on you, its employees, to help it achieve these objectives. As a charitable organization, the TSC Alliance's sole source of funding comes from contributions, donations and public and private grants. Because we are charged with the responsibility of managing our donors' funds, all employees have an additional responsibility to provide financial stewardship of all TSC Alliance funds in order to ensure all funds are used in the most effective way possible to carry out our charitable mission.

The TSC Alliance is the only national voluntary not-for-profit organization dedicated to finding a cure for tuberous sclerosis complex while improving the lives of those affected.

The TSC Alliance is committed to stimulating and supporting basic, translational and clinical research on the various manifestations of TSC to further the development of clinical therapies, and ultimately find a cure for TSC. We develop programs and services that provide individuals and families with TSC direct access to information, resources, and specialists experienced in the diagnosis, treatment and management of TSC. The TSC Alliance is involved in the development of public and professional educational programs aimed at increasing awareness of TSC and prompting early diagnosis and effective treatment. And, we promote patient legislation beneficial to affected individuals; and conduct international symposia on tuberous sclerosis complex.

Additional services include:

- Website with free information, including TSC Alliance publications, fact sheets, medical opinions, etc.
- Online discussion groups and social media presence

- Physician referral
- Peer to Peer support program
- Access to an advocate with vast experience in working with school systems
- Community Alliances - more than 30 "chapters" across the United States that provide localized support and fundraising
- Global Alliances
- Research grants that focus on post-docs, drug screening and clinical studies
- TSC Natural History Database and Biosample Repository
- Preclinical Consortium
- Clinical Research Consortium
- Outreach and awareness campaigns
- Government advocacy
- Regional and national constituent and scientific conferences

We believe in building a professional team and a thriving work environment. In striving for excellence, our staff operates under a set of core values:

- **Build Value-Based Relationships:** Generating alliances internally and externally by continuously identifying and acting on those things that will create success for the organization and its constituents, researchers, health care professionals and communities.
- **Contribute to Team Success:** Actively participating as a committed member of a team and working with other team members to help complete goals and deliverables.
- **Customer Focus:** Making customers (external and internal) and their needs a primary focus of one's actions; developing and sustaining productive relationships; and creating and executing plans and solutions in collaboration with team members internally and externally.
- **Provide and Accept Feedback:** Objectively observing, analyzing, and sharing perception of other people's performance to help reinforce or redirect behavior to improve performance and results and providing feedback that is timely, specific, behavioral, balanced and constructive.
- **Work Standards:** Setting high standards of performance for self; assuming responsibility and accountability for successfully completing assignments or tasks; and self-imposing standards of excellence rather than having standards imposed.
- **Consult:** Providing timely, specific information, guidance, and recommendations to help volunteers, Community Alliances and fellow staff members make informed committed decisions that will lead to sustainable impact.
- **Establish Collaborative Working Relationships:** Developing and using collaborative relationships to accomplish work objectives; developing relationships with other individuals by listening, sharing ideas; and appreciating others' efforts.

- **Equity, Diversity and Inclusion:** Ensure equity, diversity and inclusion permeate our organization and our work.

II. Diversity & Inclusion

A. Equal Employment Opportunity

Our employment policies are intended to produce a staff of personnel who meet high standards of personal character and occupational qualifications, can accomplish work competently and efficiently, have capacity for growth, and are successful contributing members of our organization. All employment decisions are to be made without discriminating on any legally prohibited basis including race, color, creed, religion, age, sex or gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, familial or marital status, national origin, ancestry, citizenship and/or immigration status, physical or mental disability, military service or veteran status, protected medical condition as defined by applicable state or local law, genetic information including family medical history, exercise of civil rights or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the CEO, unless the employee's concerns involve the CEO, in which case the employee should notify a member of TSC Alliance Board of Directors. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. We will not allow any form of retaliation against employees who raise issues of equal employment opportunities in the workplace. Discrimination, Harassment & Retaliation Prevention Policy

TSA Alliance reserves the right to revise this policy at any time to remain compliant with local, state, and federal laws. TSC Alliance does not tolerate and prohibits discrimination or harassment of or against our 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, color, creed, religion, age, sex or gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, familial or marital status, national origin, ancestry, citizenship and/or immigration status, physical or mental disability, military service or veteran status, protected medical condition as defined by applicable state or local law, genetic information including family medical history, exercise of civil rights or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as "protected characteristics"). TSC Alliance also prohibits retaliation as defined below.

The Organization is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Organization sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on

any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

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

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

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

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

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

Examples of conduct that violates this policy include:

- unwelcome flirtations, leering, whistling, touching, pinching, assault, brushing up against someone's body, 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 e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- comments, inquiries, or gossip about one's own or someone else's sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

There are two types of sexual harassment:

1. **Quid pro quo harassment** where submission to harassment is used as the basis for employment decisions; and
2. **Hostile work environment** where the harassment creates an offensive and abusive working environment.

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: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation of discrimination, harassment or retaliation.

Reporting Procedures. The following steps have been put into place to ensure the work environment at TSC Alliance is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of their supervisor or the CEO. If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the CEO to the extent the CEO was not the initial point of contact or to a member of TSC Alliance Board of Directors immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy or our Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy or our Equal Employment Opportunity Policy must immediately report the issues raised or conduct to the CEO, unless the concerns involve CEO, in which case the employee should notify a member of TSC Alliance

Board of Directors.

Investigation Procedures. Upon receiving a complaint, TSC Alliance 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 ensure due process for all parties. To the extent possible TSC Alliance will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, TSC Alliance 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, TSC Alliance will determine whether this policy or our Equal Employment Opportunity policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. TSC Alliance will inform the complainant and the accused of the results of the investigation.

TSC Alliance will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if TSC Alliance 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, whom TSC Alliance determines has engaged in conduct that violates this policy or our Equal Employment Opportunity policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

* * * *

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy or our Equal Employment Opportunity policy.

B. Reasonable Accommodation & Interactive Dialogue Policy

TSC is committed to complying with applicable federal, state and local laws governing reasonable accommodations of individuals. To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for who TSC Alliance has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the accommodation would impose an undue hardship on the Organization or pose a direct threat of substantial harm to the employee or others.

An applicant or employee who believes they need a reasonable accommodation because of any of the reasons set forth above should discuss the need for possible accommodation with the CFO. Accommodation requests can be made in writing using a form which can be obtained from the CFO. If an individual who has requested an accommodation has not received an initial

response within five (5) business days, the individual should contact the CEO.

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

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, TSC Alliance will communicate openly and in good faith with the individual in a timely manner in order to determine whether and how TSC Alliance may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, TSC Alliance will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the individual. TSC Alliance is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual's limitations. As part of the interactive dialogue, TSC Alliance reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

TSC Alliance will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding an individual's underlying reason for needing an accommodation.

We will not allow any form of retaliation against individuals who have requested an accommodation, for who TSC Alliance has notice may require such an accommodation or who otherwise engage in the interactive dialogue process.

Individuals with questions regarding this policy should contact the CEO.

C. Lactation Accommodation

TSC Alliance will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, to the extent required by and in accordance with applicable law. If possible and permitted by applicable law, the break time must run concurrently with any applicable rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee will be unpaid, to the extent permitted by applicable law. Unless otherwise required by applicable law, TSC Alliance may not be able to provide additional break time if doing so would seriously disrupt the Organization's operations.

TSC Alliance will make reasonable efforts to provide an employee with use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This room or location may be the employee's private office, if applicable.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact the CEO with questions regarding this policy.

III. Working at the Organization

A. Immigration Law Compliance

All employees are required to complete Section 1 of Form I-9 on their first day of employment, and produce, within three business days, acceptable proof of their identity and eligibility to work in the United States. Failure to produce the proper identifying documents within three days will result in termination of employment.

B. Employment Status

In many instances, your benefits (and compensation) directly relate to your employment status. Following are explanations of our various employment categories.

All employees are classified as one of the following:

- **Full-time** employees work a regular schedule of 40 hours or more per week or 2,080 hours per year and generally are eligible for the entire benefit package offered by the TSC Alliance, subject to the terms and conditions of any applicable plans and/or policies.
- **Part-time** employees work a regular schedule of less than 40 hours per week or on an irregular basis as needed. Part-time employees are not eligible to receive the entire package of benefits offered by the TSC Alliance, but only specific benefits, as noted in our policies as well as all statutory benefits in accordance with applicable law.
- **Temporary** employees are hired for limited periods (usually from three to six months) to work on special projects and/or fill-in for employees on vacation or extended leave. Temporary employees whether working a full or part-time work schedule are not eligible for benefits with the exception of the 401(k) retirement plan and other statutory benefits as required by applicable law.

In addition to the above, all positions are categorized as either **Exempt** or **Non-exempt**. Employees in exempt positions are not eligible for overtime pay. Employees classified as exempt generally receive a salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise defined by applicable state law. On the other hand, non-exempt are eligible for overtime pay. Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during the employee's employment as a result of a promotion, transfer or otherwise, management will inform the employee of any change in the employee's job classification.

C. New Employees

At the outset of your employment, the TSC Alliance's goals and how they integrate with your own will be explained by your Supervisor. You will begin the process of planning your performance to enhance this process. You and your supervisor will review your performance and plan for the first few months of your employment.

D. New Employee Orientation

All new employees must attend an orientation session shortly after joining the TSC Alliance. At

that time, benefits and personnel practices are reviewed and explained. If you have questions arising from your review of this handbook, please bring them up during your orientation. Employees will be paid for all time spent in orientation.

Employees will be provided with the following items for their workspace which are approved by and purchased by the CFO:

- Laptop computer
- Second monitor
- Mouse
- Laptop bag or sleeve
- Additional keyboard, if requested
- Desktop phone, if requested

Printer subscription or refills of printer paper and ink reimbursement, if remote.

Laptops and equipment are generally replaced every four years for PC laptops and 5 years for Mac products. If equipment needs to be replaced sooner, please discuss with supervisor and CFO.

E. Education and Training (Mandated)

Employees may be required to attend any mandatory education or training sessions (including conferences). The TSC Alliance will pay 100 percent of the fees for any mandatory education or training sessions (including conferences). Time spent in these mandatory sessions will be paid on the same basis as work hours.

F. Pay for Performance

The TSC Alliance's compensation system is based upon "pay for performance." Our goals are to attract, motivate, reward, and retain capable employees by effectively using a merit program that directly links performance to pay.

G. Performance Management and Evaluation

In order for you to succeed at the TSC Alliance, you must set goals that are supportive of and consistent with the TSC Alliance's annual goals and strategic plan. The degree to which you succeed in this effort is recognized in your compensation. The measure of your success is accomplished using the Evaluation Process.

H. Annual Review

You normally receive a performance evaluation from your supervisor. At that time, you will jointly establish goals for the coming time period. Performance reviews are based on your job responsibilities and achievement of goals, and take into account, among other things, your conduct, demeanor and record of attendance. Additionally, in order to provide you with a comprehensive review, your performance may be evaluated by others within the organization (in addition to your supervisor), including members of our Board of Directors or other employees or officers of the organization. You may also be requested to provide feedback on the performance of others in the organization.

Please know that a positive review does not guarantee an increase in pay, a promotion, or even continued employment. Length of service, no matter how long, does not change an employee's at-will status.

The evaluation may be reviewed (and may be subject to modification) by the supervisor's supervisor. At this time, you may be eligible for a merit and/or cost of living increase, depending on your performance and the TSC Alliance's current financial condition. The following represent the performance ratings typically used by the TSC Alliance to rate each employee's performance against a given goal or standard.

Exceptional contribution: the jobholder has, by far, exceeded the agreed goals with consistent and tangible results.

Very good contribution: the jobholder has exceeded the agreed goals. Has consistently and substantially done more to meet expectations stated in goals and objectives in addition to accomplishing key annual organizational goals not stated in objectives.

Good contribution: the jobholder has achieved the agreed goals. Good solid performer who has been successful in meeting all of the expectations stated in the goals and objectives.

Partial contribution: the jobholder partially met the agreed goals and objectives. Did not meet all of the goals set for the year.

Poor contribution: the jobholder has not met the agreed goals. Did not meet any of the stated goals set forth for the year.

I. Personal Information

It is important that personal data for all employees, such as address, telephone number and tax withholding information, be kept accurate and up-to-date. This is necessary for the administration of compensation and benefit programs as well as for emergency uses. Each employee is required to report any changes to their supervisor as well as administration officials as soon as possible.

J. Personnel Records

Important events in your employment history with the TSC Alliance will be recorded and kept in your personnel file. Types of information maintained may include your employment application, your resume, performance reviews, change of status records, commendations, counseling and disciplinary actions, and general progress notes.

Employee personnel records are maintained by and kept in the CFO's office in a locked cabinet and in electronic files. These records are the property of the TSC Alliance and may not be removed from the TSC Alliance offices. The CEO or the Chairman of the Board may only approve access to personnel records. Where appropriate, certain portions of an employee's personnel record will be deemed confidential and not approved for access. Nonetheless, employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable state law. Questions regarding access/copies should be directed to the CEO.

K. References

The CEO is authorized to respond to requests for references on current or former employees on behalf of the TSC Alliance. Response to reference requests will be confined to dates of employment and job title, except that rate of pay will be provided with written authorization from the employee.

IV. Work Hours & Compensation

A. Hours of Operation

TSC Alliance's core hours of operation are 8:30 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. Actual schedules may vary depending upon department, position and location. All employees are expected to take a half hour meal period. Additional meal and/or rest periods will be provided to all employees to the extent required by applicable law. Meal periods that are 30 minutes or more in duration, duty-free and uninterrupted will be unpaid for non-exempt employees. Supervisors will inform employees of their scheduled hours as well as any meal and/or rest periods.

B. Flextime

Flextime refers to flexible working hours over the normal five-day workweek with the hours varying on a daily basis. The employee's supervisor must approve requests for flextime, and the decision whether to approve flextime is within the sole discretion of the supervisor.

Please note, all other forms of time, such as Comp Time, Summer Fridays, additional days off, etc., may only be authorized and approved by the President & CEO.

C. Telecommuting and Telecommuting Schedules

The TSC Alliance makes every effort to address the needs and requests of our employees while ensuring the TSC community has continuation of services and TSC Alliance goals are met. Telecommuting and telecommuting schedules are available on a case by case basis. Requests should be discussed and approved by your immediate supervisor and finalized with approval by the CEO. Unless otherwise required by applicable law, the decision whether to approve telecommuting is within the sole discretion of the CEO.

D. Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. The opportunity to work overtime is at the discretion of management and is based on departmental needs. All overtime must be approved by your Supervisor in advance and that approval must be noted on your time sheet. Working overtime without approval may lead to disciplinary action. Non-exempt employees are eligible for overtime pay at time and one-half the employee's regular hourly wage rate for actual hours worked in excess of 40 hours per workweek (Saturday at 12:00 am through Friday at 11:59:59 pm), unless otherwise required by applicable law. PTO and other paid holidays, jury, duty,

bereavement or any other paid time off do not count as hours worked for purposes of calculating overtime pay for non-exempt employee.

E. Travel Time

The following provides a general summary as to whether travel time will be paid and counted as hours worked. To the extent that applicable state law provides greater benefits, state law applies.

- **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: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and 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 the employee goes directly home from the final job site, unless it is in excess of the normal miles commuting from the normal worksite to home. . In such case, the portion of the trip home in excess of the regular commute is compensable.
- **Commuting Time:** 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 their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

“Voluntary” activities at the travel destination do not count as hours worked. Going out to an event on your own, like dinner, shopping, or other meal times where the employee can determine whether to engage in the activity, are generally not counted as work hours. However, “Team” building activities, dinners, meetings, set up activities where the attendance or work of the employee (not voluntary) are required are counted as hours worked.

F. Time Records

Non-exempt employees are expected to complete their time sheets (noting hours actually worked as well as any PTO or other time used except that management may record paid time off on the employee's behalf in some instances such as where required by law), on a daily basis. Non-exempt employees are required to record their time in and begin work no more than 5 minutes before their scheduled starting time. Non-exempt employees must record their time in and out for meal periods and record their time out promptly at the end of their shift. Non-exempt employees also should record the beginning and ending time of any split shift or departure from work for personal reasons. If you are a non-exempt employee, at no time should

you perform work while “off the clock.” “Off-the-clock” work is time spent by an employee performing work that is not reported to TSC Alliance as time worked. All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify your supervisor, or if your supervisor has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify the CFO or CEO.

Accurate timekeeping is a federal and state wage and hour requirement, and employees are required to comply. Failing to enter time into the timekeeping system in an accurate and timely manner is unacceptable job performance and will subject an employee to disciplinary action. Should an employee miss an entry into the timekeeping system, they must notify their supervisor as soon as possible for correction.

Exempt employees record time taken as PTO or other administrative leave except that management may record paid time off on the employee’s behalf in some instances such as where required by law.

Time sheets must be submitted to your supervisor for review and approval at the end of each pay period (at the close of business on Friday or the following Monday morning). It is very important that time sheets be complete and accurate. In addition, employees are expected to complete a monthly timesheet with a percentage of time allocated by department. These timesheets should be submitted to your supervisor for review and approval at the end of each month. Falsifying time records or completing another employee’s time record is considered fraud and may be grounds for termination.

G. Payroll

Employees are paid every two weeks. Payday is every other Thursday (Wednesday if Thursday is a holiday) and covers the prior two workweeks ending the previous Friday.

Rather than receiving a paycheck, you may authorize the TSC Alliance to deposit your pay directly in the bank or credit union of your choice. For those employees who do not elect to be paid via direct deposit or until direct deposit is active, paychecks are distributed to individual employees unless they request that paychecks be mailed to their home address. Employees may also authorize, in writing, that another person has permission to accept their paycheck(s). Paystubs are available online through the payroll vendor. The process for accessing paystubs is available from the Senior Accountant. Printed paystubs will be provided to the extent required by applicable law.

Employee paystubs itemize deductions made from gross earnings. The Organization is required by law to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions include any court-ordered garnishments. Paystubs also itemize any voluntary deductions such as an employee’s portion of health, dental, or life insurance premiums and/or voluntary contributions to a 401(k) or pension plan, to the extent applicable.

You should review your online pay stub promptly to identify and to report all errors to the CFO or the Senior Accountant immediately, so that the Organization can investigate and resolve the matter quickly and amicably.

H. Safe Harbor Policy for Exempt Employees”

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

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

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability, if you have exhausted the PTO available to you.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- During the first or last week of employment in the event you work less than a full week.
- Any workweek in which you perform no work for the Organization.

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

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

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

However, subject to applicable state and local laws, it is not an improper deduction to reduce exempt salaried employees' accrued paid time off (PTO) for full or partial day absences for personal reasons, sickness, or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor or the CFO.

Every report will be fully investigated and if it is determined an improper deduction has occurred, the employee will be promptly reimbursed. It is the employee's responsibility to ensure that the correct pay is received and that the appropriate deductions are withheld.

I. Expense Reimbursement & Travel

You will be reimbursed for all reasonable business expenses approved in advance or budgeted by your supervisor or the CEO or as otherwise required by applicable law. To receive reimbursement, you must present an expense report form, which includes: a description of the expense amounts; the purpose or project associated to each expense; and receipts for all expenses, unless otherwise provided by applicable law. You will not be reimbursed for expenses without proper documentation, unless otherwise required by applicable law. You must turn expense reports in within then (7) days of incurring expenses or reimbursement may be denied, unless otherwise provided by applicable law. TSC Alliance will cover the cost to register with Pre-Check or Global Entry for those who travel 6 or more times per year on behalf of the TSC Alliance.

When reimbursable expenses can be estimated, you can request an advance of the estimated amount. You must submit an expense report form within seven (7) days of an advance. You are responsible for repaying any part of the advance not documented as an actual expense. You will be reimbursed for approved amounts exceeding the advance.

Travel Policy

All travel performed on behalf of the TSC Alliance must be approved by your supervisor or the CEO. Travel, mileage and meals or per diem reimbursement are authorized for staff travel to official meetings at rates approved by the CEO. Employees can receive hotel/flight incentives for approved travel if booked on their personal credit cards. Employees are required to use their assigned credit card whenever possible for purchases made in other currencies during international travel to simplify the process and ensure accuracy of currency rate conversion.

Clarification of rates approved by the CEO

Air Travel

Air travel must be booked at least 30 days prior to departure unless the decision to travel is made fewer than 30 days in advance. Generally, travel should be booked as far in advance as possible to get favorable rates. Employees may choose a direct flight rather than flights with a layover if the difference in cost is reasonable (check with supervisor if unsure). Employees should not purchase flight insurance without discussing with supervisor to assess level of risk.

Air and rail travel should be booked using the Melon website. If a more favorable rate or schedule is found on a different website, a screen shot of the Melon rate and other rate should be provided to the Supervisor for approval before booking.

Approved air fare levels are listed below. "Basic" tickets are discouraged because they cannot be changed and, in some cases, do not allow carry-on luggage.

- American: Main Cabin + baggage fee
- Delta: Main + baggage fee
- JetBlue: Blue + baggage fee

- Southwest: Wanna Get Away® + EarlyBird Check-in®
- United: Economy (*not fully refundable*) + baggage fee
- Other airlines: use air fare level most similar to examples above

Unapproved air travel-related expenses are listed below. These may be purchased by employees at their own expense, but any unapproved expenses charged to a business credit card must be reimbursed to the organization by the employee.

- Seat upgrades (such as exit row, extra leg room, or Comfort+)
- Overweight baggage fees (unless carrying business materials such as flyers, folders, or books)
- In-flight alcoholic beverages

Domestic Rail Travel

Employees should travel coach class on Amtrak unless prior approval is received to travel on the Acela (business class) because time is of the essence.

Ground Transportation

Employees will be reimbursed or may use their business credit card for:

- Transportation to and from an airport or train station for business reasons via taxi, Uber, Lyft, or similar service.
- Mileage and parking for use of a personal vehicle to travel directly to and from business meetings, or to and from an airport or train station for business travel. The authorized mileage rate is established annually by the IRS. Mileage claimed to and from business meetings cannot exceed the cost of roundtrip coach airfare to the destination. Mileage to and from local meetings is based on the distance to either the TSC Alliance office or to the employee's home, whichever is shorter.
- Rental car and fuel in situations when having a rental car is more economical, for example when multiple employees are traveling together or when multiple excursions are expected on a single business trip. TSC Alliance carries commercial insurance, so extra insurance offered by rental car companies must be declined.
- Cost of local transportation via taxi, Uber, Lyft, or similar service while traveling on business when necessary for the timely conduct of the TSC Alliance's business, not for personal reasons.

Meals While Traveling for Business

Employees will be reimbursed or may use their business credit card for:

- The employee's breakfast, lunch, and dinner while away from home. The following alcoholic beverages served with meals may be included:
 - One beer or glass of wine with lunch.
 - Two beers, glasses of wine, or cocktails with dinner.
- Mid-morning or mid-afternoon snacks if needed. Alcoholic beverages are not permitted as snacks.
- Business entertainment, meaning meals, snacks, or alcoholic beverages while engaged in business meetings or discussions with individuals who are not employees, volunteers, or Board of Directors members of the TSC Alliance.

Hotel room service is not authorized unless an employee is engaged in meetings for an

extended period of time, making it impractical to obtain a healthy meal. Room service is never authorized for snacks or beverages. Food or beverages from in-room “mini-bars” are never authorized.

When attending conferences or business meetings at which meals or snacks are provided, employees are generally expected to eat what is provided rather than requesting reimbursement or using a business credit card for separate food. However, there will be some exceptions to this general expectation, such as:

- Food sensitivities or allergies.
- The employee may be working, presenting, or networking and unable to take advantage of meals or snacks provided.
- The employee may need to arrive or depart during the meal or snack time.

This is a useful link to help determine reasonable meal rates and incidentals in various locations while traveling for business: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Tipping

Employees will be reimbursed or may use their business credit card for tips associated with meals, ground transportation, valet parking, and handling of boxes and baggage associated with business travel or meetings. Boxes and bags are generally tipped around \$1 each.

V. Employee Benefits

A. Employee Benefits

In addition to good working conditions and competitive pay, it is the Organization’s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include insurance benefits and other benefits, such as PTO and holidays.

The information outlined in this section related to insurance and other plan-governed benefits serves as a summary guide to highlight the TSC Alliance's current fringe benefit provisions. Detailed booklets, summary plan descriptions and administrative guidelines are available, which explain these benefits in detail. The specific provisions of the plans, including eligibility and benefits provisions, are summarized in each plan’s summary plan description (“SPD”). SPDs may be revised from time to time. Additionally, the official plan documents are available for review upon request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including SPDs.

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

While TSC Alliance intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason, to the maximum

extent permitted by applicable law.

If you need additional information or further explanation of any of these plans or benefits, please refer your questions to the CFO.

B. Health and Dental Insurance

The TSC Alliance makes available health insurance through a recognized insurance company. Individual and family plans provide hospital, physician and dental coverage in accordance with the health and dental insurance booklets and policies. The TSC Alliance currently pays 100% of the medical and dental premium for individual coverage of the employee. The employee is responsible for 50% of any additional family or spouse premium. The TSC Alliance requires that you elect individual health insurance unless you certify that you are covered by another health plan (e.g., through your spouse).

Coverage begins on the first of the month following 30 days of employment. Coverage ceases at the end of the month following your last day of work.

Eligibility: All full-time and part-time employees who are regularly scheduled to work at least 30 hours per week. Temporary employees generally are not eligible. Dependents are eligible until age 26 without being full time students.

C. Group Term Life Insurance

The TSC Alliance makes available life insurance through a recognized insurance company. Benefits are equal to double your annual salary (rounded to the nearest hundred) with a maximum benefit of \$100,000 in accordance with the plan booklet and policy. Death benefits are paid to your designated beneficiary (ies). Additionally, accidental death and dismemberment insurance is provided in the amount determined each year by the TSC Alliance. The TSC Alliance currently pays 100% of the premium.

Coverage begins on the first of the month following 30 days of employment. Coverage ceases on your last day of work.

Eligibility: All full-time and part-time employees who are regularly scheduled to work at least 30 hours per week.

D. Worker's Compensation

The TSC Alliance carries Worker's Compensation coverage for all TSC Alliance employees in compliance with applicable state law. This insurance is designed to provide compensation and insurance benefits to cover medical expenses and a portion of lost wages due to job-related accident or injury occurring while you are on the job with the TSC Alliance. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness. Wage losses begin after the third day of absence unless otherwise provided by applicable law. Paid time off (PTO) may be used if eligible.

In the event of an injury or illness that you consider work connected, you **MUST** report your condition, no matter how slight, **IMMEDIATELY** to your supervisor and the CFO to ensure claims
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are processed and Organization records are prepared properly. Delay in reporting may result in loss of your benefit.

Coverage begins the day you start work and ends when you cease work.

Workers' compensation is solely a monetary benefit and not a leave of absence, unless otherwise provided by applicable law. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact the CFO.

E. Eligibility: All employees. Short-Term Disability Insurance

All employees may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending upon their work location and applicable law.

Additionally, The TSC Alliance makes available short-term disability insurance through an outside insurance company for non-occupational injuries or illnesses. Should you become disabled and unable to perform your job for thirty (30) days, disability insurance provides a benefit equal to 60 percent of your base salary or compensation per week up to a maximum benefit of \$1,385/week. This benefit extends to 90 days. For details on eligibility and disability periods see the plan booklet or insurance policy. The TSC Alliance currently pays 100 percent of the premium. Any Organization-provided benefits will be reconciled with any applicable statutory benefits.

Coverage begins on the first of the month following 30 days of employment. Coverage ceases on your last day of work.

Short-term disability (both statutory and Organization-provided) are solely monetary benefits and not leaves of absence. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact the CFO.

Eligibility: All employees are eligible for statutory benefits depending upon their work location and applicable law. All full-time and part-time employees who are regularly scheduled to work at least 30 hours per week are eligible for Organization-provided benefits.

F. Long-Term Disability Insurance

The TSC Alliance makes available long-term disability insurance through a recognized insurance company. Should you become disabled and unable to perform your job for ninety (90) days, disability insurance provides a benefit equal to 60 percent of your base salary up to a maximum benefit of \$6,000/month. For details on eligibility and disability periods see the plan booklet or insurance policy. The TSC Alliance currently pays 100 percent of the premium.

Coverage begins on the first of the month following 30 days of employment. Coverage ceases on your last day of work.

Long-term disability is solely a monetary benefit and not a leave of absence. For information regarding leaves of absence that may be available while receiving these benefits, please refer

to the leaves of absence policies and/or contact the CFO.

Eligibility: All full-time and part-time employees who are regularly scheduled to work at least 30 hours per week.

G. Retirement Plan: 401(k)

The TSC Alliance offers a safe harbor 401(k) retirement plan for all eligible employees. You become eligible for the 401(k) plan on the first day of the month following three full months of employment. A contribution of 3 percent of your actual wages is paid by the TSC Alliance after your first pay period of eligibility. You may also make additional voluntary contributions to the 401(k). The TSC Alliance contribution is made regardless of any contribution you make. For more information, see the CFO.

Example: If you were employed part-time on June 6, you would become eligible for the 401(k) plan on October 1.

H. Educational Assistance

The TSC Alliance will reimburse employees for the cost of attending a course or seminar if the activity is related to their career and job responsibilities at the TSC Alliance as determined by the CEO. For college courses toward a degree and for expenses to be eligible for reimbursement, an employee must:

- Obtain in advance the written approval of the CEO;
- With Supervisor's input, perform at an agreed upon level;
- Provide appropriate documents to substantiate the final grade;
- Submit appropriate receipts for reimbursement; and
- Reimburse the TSC Alliance should the employee resign within six (6) months of completion of the course or seminar.

The TSC Alliance provides an educational assistance benefit to eligible employees of up to \$3,000/year. Funds are provided on a 50:50 matching basis (employee pays 50%; the TSC Alliance pays 50%) up to the annual limitation. In addition, the TSC Alliance will reimburse employees for 100 percent of their required books (up to the annual limitation). Courses must be offered by an accredited school and provide credit toward a degree (including Associate's Degree).

If the course is not successfully completed by obtaining a grade equivalent of "C" or higher, the employee must reimburse the TSC Alliance (unless such requirement is prohibited by applicable law) or the employee will be denied educational assistance in the future. Educational assistance may be subject to either or both federal and state income tax depending upon the employee's tax jurisdiction,

Eligibility: All full-time and part-time employees regularly scheduled to work at least 30 hours per week and who have worked at the TSC Alliance for three (3) months are eligible.

I. Holidays

The TSC Alliance currently observes the following days as holidays (and is closed for business):

- New Year's Day (January 1)*
- Martin Luther King, Jr. Birthday (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (4th Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4)*
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Thanksgiving Friday (day following Thanksgiving)
- Christmas Day (December 25)*

*Holidays falling on a Saturday will be observed on the Friday before the holiday. Holidays falling on a Sunday will be observed the following Monday.

Full-time employees are eligible for paid holidays. Part-time employees are eligible for holiday pay if the holiday falls on the employee's normal workday. The amount paid is based on the employee's regular rate and schedule. For example, if the employee is scheduled to work three hours, the holiday pay will be for three hours. Employees are not paid for any holidays that occur when they are on leave-without-pay. Non-exempt full-time and part-time employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day unless otherwise required by applicable law.

Holiday pay does not count as "hours worked" for purposes of calculating overtime pay for non-exempt employees.

J. Paid Time Off (PTO)

All full-time and part-time employees are eligible for PTO. Temporary employees are not eligible for PTO, except as required by law.

All full-time employees may accrue up to 19 accrued paid time off (PTO) days (i.e. 152 hours) per calendar year. PTO will accrue at the rate of 5.85 hours per biweekly payroll. After five years of service, the maximum PTO accrual is 25 days (i.e. 200 hours) per year. After ten years of service, the maximum PTO accrual is 30 days (i.e. 240 hours) per year.

Part-time employees will accrue a pro-rated PTO benefit based upon their established normal weekly schedule in comparison to a full-time 40-hour per week schedule.

No PTO is accrued by an employee when the employee is absent from work in an unpaid status, unless otherwise required by applicable law.

For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

PTO may be used as soon as it is accrued. That is, employees *may not* use PTO *before* they

accrue it. PTO may be used in a minimum increment of 1 hour, unless otherwise required by applicable law.

In order to help employees foster a work-life balance, the organization offers paid time off (PTO). PTO may be used for any purpose, including but not limited to vacation, personal or family matters, and recovery from injury or illness.

Requests to take PTO, for reasons other than the numbered reasons set forth above, must be submitted as far in advance as possible to the employee's supervisor, unless otherwise provided by applicable law. We will make every effort to grant employees' PTO preferences, consistent with our operating schedule, unless otherwise provided by applicable law. However, if too many employees request the same period of time off, preference typically will be given based on seniority and/or timing of the request, unless otherwise provided by applicable law.

If the need for the use of PTO is foreseeable, an employee must provide 7 days advance notice in writing, orally or electronically to the employee's supervisor, unless less notice is required by applicable law. Where the need is not foreseeable, employees should provide notice as early as practicable.

PTO is paid at the employee's normal rate of pay at the time of absence, unless otherwise required by applicable law. PTO is not counted as hours worked for purposes of calculating overtime unless it is required by applicable law.

A maximum of 80 hours (10 days) of accrued unused PTO can be carried over to the next calendar year from the previous year, unless otherwise required by applicable law.

Accrued, unused PTO will be paid to employees at termination.

To the extent any applicable paid sick/safe time/leave or similar law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees. To the extent an employee uses PTO for reasons other than those covered by any applicable sick/safe time/leave or similar law or ordinance, the employee will not be provided with additional paid time off for sick/safe time/leave purposes irrespective of any applicable sick/safe time/leave or similar law/ordinance, unless otherwise required by law.

VI. Leaves of Absence

A. Jury and Witness Duty Leave

TSC Alliance realizes that it is the obligation of all U.S. citizens to serve on a jury or appear as a witness when summoned to do so. All employees are allowed time off to perform such civic service as required by applicable law. You are responsible for notifying your supervisor upon receipt of the request to serve. You are also required to provide your supervisor with a copy of the Court document requiring your service. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury or witness duty. In addition to any other circumstances required by applicable law, an employee will not be required, on a day in which the individual is summoned and appears for jury service for four or more hours, including traveling time, to work an employment shift that begins: (1) on or after 5:00 p.m. on the day of the individual's appearance for jury service; or (2) before 3:00 a.m. on the day

following the individual's appearance for jury service.

Pay for Jury and Witness Duty Leave is available to all employees, except as provided below. Employees will be paid the difference between regular pay and Court pay (if regular pay is greater) for up to ten (10) working days, unless otherwise required by applicable law. For a need for leave beyond ten (10) working days, while you are not required to do so, you may choose to substitute accrued, unused PTO for unpaid jury duty or witness duty leave. Witness duty pay is not provided when you are a defendant in a criminal or civil case, or when you are the plaintiff in a civil case. In such cases, you may take PTO or request LWOP. Nonetheless, in all instances exempt employees are paid their full salary for any week in which they perform authorized work for the Organization. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime.

B. Bereavement Leave

Bereavement Leave is available to full and part-time employees who have at least 90 days of continuous service with the TSC Alliance. In the event an immediate family member dies, full pay for up to three (3) days is provided to full-time employees, upon notification of your supervisor. For other relatives, up to one (1) day of pay (for the funeral) is provided to full-time employees. Part-time employees are eligible for a pro-rated amount of bereavement leave based on their work schedule as compared to a 40 hour workweek. For the death of non-relatives, leave without pay or PTO may be requested.

Immediate family is defined as spouse, parents, children, domestic partner, siblings, grandparents, stepparents, stepchildren, grandchildren, parents-in-law, siblings-in-law or a legal guardian.

Employees must inform their supervisor prior to commencing bereavement leave, to the extent practicable. In administering this policy, TSC Alliance may require verification of death and relation to the deceased.

Bereavement leave is paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

C. Military Leave

TSC Alliance grants military leave in accordance with applicable law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. In such instances, an employee should provide notice as far in advance as is reasonable under the circumstances.

Employees who are required to attend yearly Reserves or National Guard duty can apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Military leaves generally are unpaid, unless otherwise required by applicable law. However, upon presentation of orders, employees will also be eligible to receive differential pay for up to two weeks of military duty per calendar year. Employees must present a Leave and Earnings Statement (LES) for the differential pay to be calculated. Employees also may elect to use any available PTO during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

D. TSC Alliance Medical/Family Leave (“TSC-MFL”)

TSC Alliance voluntarily provides eligible employees with leave for family and medical reasons, referred to in this policy as “TSC-MFL.”

All employees with at least one (1) year of continuous service who have worked at least 1,250 hours in 12 month period prior to the first date of leave are eligible for TSC MFL.

TSC Alliance provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the reasons stated below. Eligible employees may take up to 12 weeks of unpaid leave within a rolling 12-month period backward from the date of any TSCMFL usage, for the following reasons:

- 1. Birth:** TSC-MFL can be used for the birth of an employee's child and to care for the child.
- 2. Adoption/Foster Care:** TSC-MFL can be used when a child is placed with an employee through adoption or foster care.
- 3. Family:** TSC-MFL can be used to care for an employee's spouse, child, domestic partner or parent with a serious health condition.
- 4. Employee:** TSC-MFL can be used by an employee who is unable to perform one or more of the essential functions of the employee's position because of a serious health condition.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

A serious health condition for purposes of this policy means a physical or mental condition that involves either inpatient care 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 other daily activities. Brief health conditions (e.g., absence of fewer than three (3) days) and lack of treatment by a health-care provider DO NOT QUALIFY for TSC-MFL but MAY qualify for use of PTO.

An employee taking TSC-MFL under this policy must first use any accrued PTO until it is exhausted, unless such requirement is prohibited by applicable law. Any remaining TSC-MFL

will be unpaid. Any TSC-MFL leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week entitlement. Upon written request, TSC Alliance will allow employees to use accrued PTO to supplement any paid disability or Workers' Compensation benefits. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the maximum amount of leave time to which an employee is eligible under the TSC-MFL.

TSC-MFL leave may be taken consecutively, intermittently (a day at a time) or by reduction in the normal hours worked per day or week.

Employees must request TSC-MFL in writing at least 30 days in advance (when the leave is foreseeable) and may be required to include a medical certification form validating the medical condition.

During TSC-MFL periods, employees will be maintained on their group health and dental insurance plans, to the extent permitted and in accordance with the applicable plans. Employees must arrange to provide regular co-payments for family or spouse coverage, to the extent PTO is not being used during leave. If health insurance coverage is terminated for failure to make a co-payment, or at the employee's request, coverage may be reinstated upon the employee's return to work.

Employees will not accrue PTO during unpaid TSC-MFL. The employee should consult with the CFO regarding the specifics for other benefits.

When returning to work after a TSC-MFL, you should contact your supervisor at least two (2) weeks prior to the anticipated return-to-work date or if your anticipated return to work date should change. Where leave was taken for your own serious health condition, you will be required to submit a return to work medical certification indicating whether you may return to work with or without accommodation. You will be returned to the same or equivalent position, pay and benefits, unless business conditions necessitate otherwise. An employee who fails to return at the expiration of TSC-MFL without notifying TSC Alliance of their need for an extension of leave, depending upon the circumstances, may be considered to have voluntarily resigned.

TSC Alliance will consider any leave extension request beyond 12 weeks of TSC-MFL leave for an employee's own medical condition in accordance with applicable law. Also, for employees who are not yet eligible for TSC-MFL leave, TSC Alliance will also consider any request for leave for an employee's own medical condition in accordance with applicable law. Please refer to our Reasonable Accommodation & Interactive Dialogue policy in this Handbook for additional information.

E. Parental Leave

Full and part-time employees regularly working 20 or more hours per week with three (3) months of continuous employment are eligible for up to four (4) weeks of paid and eight (8) weeks of unpaid Parental Leave to care for and bond with the employee's child after birth, adoption or permanent placement pursuant to this policy.

Each week of paid parental leave is compensated at 100% of the employee's base rate of pay at the time of absence.

Parental leave pursuant to this policy must be taken in one consecutive period and must begin within 6 months following the birth, adoption or placement of a child with the employee or end of any applicable disability period related thereto to the extent employee gave birth to the child. The employee must provide the CEO with written notice of the request for parental leave pursuant to this policy at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete any Organization-provided forms and provide all documentation as required by the Organization to substantiate the request.

Employees must apply for any applicable statutory or voluntary sources of leave and/or monetary benefits for which they are eligible as a condition of receiving parental leave pursuant to this policy, to the maximum extent permitted by applicable law. Paid parental leave provided pursuant to this policy is coordinated with any applicable statutory or voluntary sources of monetary benefits so that a qualifying employee may not receive more than 100% of their base compensation pay at any time, to the maximum extent permitted by applicable law. Additionally, Parental Leave provided pursuant to this policy runs concurrently with TSC- MFL as well as any other statutory or voluntary sources of leave and/or monetary benefits for which an employee may be eligible, to the maximum extent permitted by applicable law. Employees must use PTO during an otherwise unpaid Parental leave, unless such requirement is prohibited by applicable law. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any Parental leave granted pursuant to this policy.

During a parental leave provided pursuant to this policy, employees will not accrue paid time off benefits but will be paid for holidays during the paid parental leave. We will continue health insurance as well as all other benefit coverage during a parental leave, to the extent permitted and in accordance with the applicable plans.

Employees with questions regarding this policy should contact the CEO.

F. Personal Leave

Under certain circumstances, employees who are not eligible for any other leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay. Personal Leave may be granted in the sole discretion of TSC Alliance and in accordance with applicable law. Examples of the reasons for personal leave include, but are not limited to:

- Short-term educational undertakings.
- Personal and family matters that do not qualify for TSC-MFL; and
- Extension to leave under the TSC-MFL beyond the maximum limits allowed by TSC Alliance policy.

Personal leaves for reasons other than an employee's own medical reasons are limited to full-time and part-time employees employed for at least one (1) year. Personal leaves for an

employee's own medical reasons may be granted to any employees. A written request for a personal leave should be presented to the CEO at least thirty (30) days before the requested start of the leave, except in cases of emergency. Requests are considered based on non-discriminatory factors including, but not limited to, staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. Where leave is requested due to medical reasons, the Organization may require submission of medical certifications prior to granting leave as well as at various times during the leave. Personal leaves are subject to the approval of the CEO.

Normally, personal leaves of absence are granted for a period of up to 90 days. Under unusual circumstances, a personal leave may be extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

PTO does not accrue during a personal leave and employees will not be paid for holidays during such leave. Employees must use accrued PTO (to the maximum extent permitted by applicable law) while on unpaid personal leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any personal leave granted. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the length of any personal leave granted.

We will continue health insurance coverage during a personal leave if, to the extent paid time off is not substituted for unpaid leave, employees submit their share of the monthly premium payments to the Organization in a timely manner, to the extent permitted and in accordance with the applicable plans. Specifically, if your leave lasts for more than 30 calendar days, you will be required to reimburse the TSC Alliance for any insurance premiums paid on your behalf. Life insurance and disability insurance coverage and benefits cease after 30 days of LWOP. Employees are responsible for paying the full premium for their insurance benefits. Failure to pay the premium may impact insurance coverage for any claims incurred by you or your covered dependents during LWOP, subject to the terms and conditions of the applicable insurance plan. TSC Alliance will provide payment information at the beginning of any LWOP.

Your return will depend upon whether there is an open position for which you are qualified. It should be understood that taking a personal leave does not guarantee you will be reinstated unless required by law.

If you accept another job or go into business for yourself while on leave, you generally will be considered to have voluntarily resigned as of the first day of leave, unless otherwise provided by applicable law. Failure to advise management of availability to return to work, failure to return to work after notifying TSC Alliance of expected return to work, or remaining absent from work beyond the time approved by TSC Alliance is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

VII. Safety, Health & Security

A. Inclement Weather Procedure

In the event of inclement weather in the Washington DC area, the TSC Alliance will follow the same schedule as announced for the federal government during that particular day. If the federal government does not close, the TSC Alliance office will remain open. If you cannot make it to work due to inclement weather when the TSC Alliance is open, you must seek approval from your supervisor for telecommuting or use accrued PTO for the time missed (unless such requirement is restricted by applicable law) . If TSC Alliance is closed for inclement weather, employees based in the headquarters office who were scheduled to work will be paid and will not be required to use accrued PTO.

B. Fire Emergency Procedures

In response to a fire alarm, all employees are expected to exit the building using the stairwell, and congregate on the Roeder Road side of the building on the opposite side of the street.

C. Drug- and Alcohol-Free Workplace

In order to protect the safety, health, and productivity of all employees and the general welfare of TSC Alliance, the Organization has adopted a policy of maintaining a workplace free of drugs and alcohol. Accordingly, the following actions are considered by TSC Alliance to be unacceptable conduct. A violation of any of these rules will be considered a major offense, which in TSC Alliance's judgment, may result in probation, suspension subject to discharge, or discharge.

- Bringing onto TSC Alliance's premises, property or job site, carrying in a TSC Alliance vehicle or other vehicle being used for TSC Alliance business, having possession of, having present in the body system, being under the influence of, using, consuming, distributing or attempting to distribute, manufacturing or dispensing any form of narcotic, depressant, stimulant, hallucinogen, or any kind of perception-altering drug or controlled substance (except only the taking of a prescribed drug under the direction of a licensed physician and the licensed physician authorized the employee to report to work, to the extent it does not impair job performance or threaten safety, health, security or property), at any time during the hours between the beginning and end of your work day, whether or not on TSC Alliance business, premises, property or job site.
- Being under the influence of alcohol at any time during the hours between the beginning and end of your work day, whether or not on TSC Alliance business, premises, property, or job site, except (in moderation) for authorized TSC Alliance sponsored social activities or business entertainment purposes. (Note: Authorized client entertainment never justifies an employee becoming intoxicated or operating a motor vehicle after ingesting alcohol and both activities are specifically prohibited by this policy.)
- Refusing to cooperate in or submit to any lawful questioning, medical or physical tests or examination, or an inspection or search, when requested or conducted by

TSC Alliance or its designee.

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

TSC Alliance maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

D. Tobacco Use

Smoking, including use of e-cigarettes, vaping devices, and similar electronic devices, or chewing tobacco is prohibited at all times in all areas of our facilities, including private offices. Compliance with this policy is mandatory for all employees and persons visiting TSC Alliance, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving tobacco use and any employees with questions should discuss their issues/concerns with the CEO. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

E. Workplace Violence

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and visitors and damage to Organization and personal property.

Threats, threatening language or any other acts of aggression or violence made toward or by any TSC Alliance 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, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons are prohibited on Organization premises [and in Organization vehicles] unless such prohibition is restricted by applicable law.

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

If an investigation confirms that a violation of this policy has occurred, TSC Alliance will take swift and appropriate corrective action.

Employees threatened by an outside party should follow the steps detailed in this section. It is important for us to be aware of any potential danger on our premises. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Questions about this policy should be directed to the CFO.

F. Inspections

The Organization reserves the right to require employees on either Organization property or on a client's property to agree to the inspection of their work areas, to the maximum extent permitted by applicable law. This includes desks, cabinets and work stations. Searches of Organization facilities and property, including Organization property in the possession of the employee, may be conducted at any time and do not have to be based upon reason to believe Organization policy is being violated. Employees are expected to cooperate in the conduct of any search or inspection. **Employees should have no expectation of privacy in any personal items brought into the workplace or in any Organization work area or property used by the employee, whether or not locked with an employee or Organization lock.**

G. Parking

All parking is at an employee's own risk. Employees and visitors must lock their vehicles and take appropriate safeguards to protect their valuables, including removing them from the vehicle if appropriate under the circumstances. Employees are not to park in areas reserved for visitors.

H. Personal Property

TSC Alliance is not liable for lost, misplaced, or stolen property. Employees shall take all precautions necessary to safeguard their personal possessions. Employees shall not have their personal mail sent to TSC Alliance.

VIII. Ethical Expectations & Related Policies

A. Constituent Relations

Members of TSC Alliance and individuals affected by tuberous sclerosis complex (TSC) are the basis for the livelihood of the TSC Alliance. As such, TSC Alliance relies on all employees to provide excellent service and support; to respond to all inquiries promptly; to offer aid and guidance as practical; and to be attentive and courteous to everyone with whom you come into contact.

In order to present the most favorable image of the TSC Alliance, certain basic standards should be followed when interacting with volunteers, members, donors, individuals with TSC and their families:

- All constituents should be treated professionally, their requests for support given prompt attention, and their stay in the office made pleasant.
- No one phoning the office should be kept on hold. The caller is entitled to know if the person is on another call or being located. If the caller cannot be put through immediately, the caller should be asked if a return call would be preferred. If the caller does decide to wait, frequent reports should be given.
- No medical information of any type can be shared.
- Employees should not give medical advice or suggest medical treatments or therapies

of any kind, recommend specific physicians, or interfere in the doctor/patient relationship in any way.

B. Confidentiality

The protection of confidential business and client information is vital to the interests and success of the TSC Alliance and its clients. During the course of your employment, you may have access to, or acquire confidential information about TSC Alliance or its clients. "Confidential information" includes some of our most valuable assets, such as trademarks, service marks and copyrighted material. Also included as "confidential information" is information such as client lists, vendor lists, pricing lists, financial and budget information and documents, strategic and business plans. This information is the exclusive property of TSC Alliance, and you must handle it in strict confidence. You must not disclose or discuss confidential information to outsiders without the prior written consent of the CEO, both during and after your employment with the Organization. Confidential information may not be used for your own benefit during or after employment with the Organization. You may not use recording devices in the workplace to capture, record, or otherwise copy confidential information, unless authorized to do so by the CEO. Examples of recording devices include, but are not limited to, copiers, computers, fax machines, cameras, camera/video cellular phones, tablets, and video/audio recorders.

Employee who improperly use or disclose confidential information may be subject to discipline, up to and including termination of employment. However, employees are not restricted from discussing topics such as their wages, working conditions, safety concerns and other terms and conditions of employment.

As a condition of your employment with the Organization you may be required to enter a separate Confidentiality Agreement with the Organization.

C. Copyright Ownership

The TSC Alliance develops products and services as part of the service it provides to its clients and stakeholders. Although you may play a role in the development of these projects, you are advised that the TSC Alliance retains exclusive copyright ownership of these products and services.

TSC Alliance employees may not infringe on the copyright ownership of materials produced by outside organizations or individuals.

D. Media Contacts

It is the policy of TSC Alliance that only the CEO or Sr. Vice President, Strategic Communication, is authorized to speak with the media as a spokesperson for and on behalf of the Organization.

E. Outside Employment and Conflicts of Interest

An employee of the TSC Alliance is allowed, with the permission of their supervisor, to engage in outside employment or consulting, as long as the outside involvement does not interfere or present a conflict of interest with either the employee's duties and responsibilities at the TSC Alliance and/or with the TSC Alliance's role, mission, objectives etc.

A staff member shall not accept personal remuneration from an outside source for the performance of tasks that fall within the official responsibilities of his or her position at the TSC Alliance.

The TSC Alliance's facilities, work force and other resources are reserved for official TSC Alliance business. Products or services developed by the TSC Alliance are considered to be TSC Alliance's resources and shall not be used for personal gain.

F. Employment of Family Members

To avoid actual or perceived conflicts of interest, the Organization strictly prohibits the following:

- Managers/supervisors from having a family member in their line of supervision;
- Managers/supervisors from having a familial relationship with any member of the Board of Directors or employee over whom the manager/supervisor has authority to do any of the following with respect to the other employee: direct and control the activities and work assignments; review or approve performance reviews, wages, salary adjustments; administer disciplinary actions; and/or recommend or approve the hiring, firing or transfer.

For purposes of this policy, family member include a child, spouse, domestic/civil union partner, parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or domestic/civil union partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship. The family members listed above are not limited to biological relatives but also include step, foster, adoptive, half relations and those who stand in loco parentis and legal guardians.

Any such relationships must be disclosed to the CEO or a member of the Board of Directors so immediate steps can be taken to resolve conflict with the policy. Failure to comply with the policy may result in disciplinary action, up to and including discharge.

Where such a relationship exists, the Organization reserves the right to make such employment decisions as are necessary to ensure that the risks enumerated above attendant to the relationship will not occur. Such steps include, but are not limited to, transfer of one or both parties to the relationship, termination of one or both parties to the relationship, and/or adjusting lines of reporting or communication.

G. Dating and Romantic Relationships

The Organization strictly prohibits the following:

- Managers/supervisors from dating or engaging in romantic or sexual relationships with employees who are in their line of supervision;
- Senior leadership and members of the Board of Directors from dating or engaging in romantic or sexual relationships with any employee; and

- Managers/supervisors from dating or engaging in romantic or sexual relationships with any employee over whom the manager/supervisor has authority to do any of the following with respect to the other employee: direct and control the activities and work assignments; review or approve performance reviews, wages, salary adjustments; administer disciplinary actions; and/or recommend or approve the hiring, firing or transfer.

In situations other than those set forth above, the Organization discourages, but does not forbid, dating or engaging in romantic or sexual relationships between employees. Nonetheless, dating or engaging in romantic or sexual relationships between employees may still create conflict of interest, claims of sexual harassment, and/or otherwise impact the working environment.

Any dating, romantic or sexual relationships must be disclosed to the CEO or a member of the Board of Directors so immediate steps can be taken to resolve conflict with the policy. Such information will be treated by the Organization as confidentially as possible consistent with the Organization's business needs, however confidentiality cannot be guaranteed. Failure to comply with the policy may result in disciplinary action, up to and including discharge.

Where such a relationship exists, the Organization reserves the right to make such employment decisions as are necessary to ensure that the risks enumerated above attendant to the relationship will not occur. Such steps include, but are not limited to, transfer of one or both parties to the relationship, termination of one or both parties to the relationship, adjusting lines of reporting or communication, and/or requiring the parties to acknowledge in writing the voluntariness of any such relationship.

H. Whistleblower Policy

The TSC Alliance requires directors, officers, employees, agents and volunteers ("TSC Alliance Representatives") to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All TSC Alliance Representatives must practice honesty and integrity in fulfilling their responsibilities, and in complying with all applicable laws and regulations and internal policies and procedures.

Reporting Responsibility

All TSC Alliance Representatives (particularly directors, officers and employees) are encouraged to report violations or suspected violations of applicable laws and regulations and internal policies and procedures (including this policy) (collectively or individually a "TSC Alliance concern"), in accordance with this Policy.

TSC Alliance Representatives must act in good faith and have reasonable grounds for believing that the TSC Alliance concern is legitimate. Any TSC Alliance concern that is proved to have been made maliciously, or to have been known to be false when made, is considered a serious disciplinary offense.

Reporting Procedure

TSC Alliance Representatives may submit TSC Alliance concerns on a confidential or

anonymous basis. Complainants must realize that, many times, it is more difficult to investigate matters that are raised anonymously since it is not possible to ask the complainant for additional information.

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Often, the officer or employee who supervises the complaining TSC Alliance Representative (who may or may not him/herself be an officer or employee) is in the best position to address the TSC Alliance concern being raised, and, for this reason, TSC Alliance Representatives are encouraged to raise TSC Alliance concerns with their supervisor, at least initially. If, for any reason the TSC Alliance Representative is not comfortable doing so (or has done so but has not received reasonable satisfaction), s/he is free to speak with any TSC Alliance officer or director whom s/he is comfortable approaching.

After a concern has been raised, TSC Alliance Officers and Directors shall investigate its merits and take remedial action if and as appropriate. The results of the investigation should be shared with the TSC Alliance Representative who raised the concern, consistent with any applicable privacy rights of other individuals who may be involved in the matter.

No Retaliation

No TSC Alliance Representative who in good faith reports a TSC Alliance concern shall suffer harassment, retaliation or (in the case of paid staff) adverse employment consequence. Any TSC Alliance Representative who harasses or retaliates against someone who has reported a TSC Alliance concern shall be subject to discipline up to and including (in the case of paid staff) termination of employment.

TSC Alliance Representatives (especially directors and paid staff of the TSC Alliance) are required to promptly report suspected violations of the prior paragraph to the Chairperson of the TSC Alliance Audit Committee.

All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Conflict of Interest

A conflict of interest arises when an employee is engaged in activity that could be detrimental to the company. This includes when an employee improperly uses their position with the company for personal gain or the gain of someone with whom they have a relationship. *Improper use* includes behavior that is illegal, as well as behavior that is unethical or questionable to a reasonable person. These are some examples of a conflict of interest:

- An employee requesting or requiring gifts or discounts in exchange for starting or continuing a business relationship with a client or vendor
- An employee selecting a relative's company as a supplier when they have not produced the best proposal

- An employee taking a second job working for a competitor and sharing confidential company information with the competitor

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at TSC Alliance is prohibited. The Organization recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that may conflict with your duties and obligations to the organization must be reported to your Supervisor. The Organization reserves the right to determine if outside employment is not acceptable or will create a non-waivable conflict of interest. Failure to adhere to this policy may result in discipline up to and including termination of employment.

Because how things appear, whether accurate or not, has a significant impact on TSC Alliance's reputation, employees should also avoid the appearance of a conflict of interest. If questions arise as to whether a certain activity or behavior is a conflict of interest, employees should speak with their supervisor.

I. Open Door Policy

Communication is the key to every good relationship, whether it is personal or professional. Because we are committed to creating a happy, healthy, and safe working environment, TSC Alliance has an "open door" policy to help you resolve job-related problems or associated personnel matters. This policy encourages you to consult your supervisor to discuss job related issues before they become major problems.

If you have a suggestion, concern or complaint about an issue relating to work at the TSC Alliance, you can bring it promptly to the attention of your supervisor. We encourage your involvement in problem solving and we welcome new ideas. The CEO is available to intervene in cases that cannot be resolved between you and your supervisor. The Organization does not tolerate discrimination, recrimination or criticisms against any employee because the employee seeks to resolve a job-related issue by using this "open door" policy.

IX. General Policies & Procedures

A. Standards of Behavior and Employee Conduct

TSC Alliance Rules

TSC Alliance believes in telling its employees what is generally expected of them to minimize the possibility of misunderstanding. This is required to avoid confusion and to operate efficiently. This section lists some "common sense" requirements for employees. In addition, other requirements have been explained more fully in various parts of this Handbook or are in other policies of TSC Alliance. Nonetheless, your employment remains at-will and just as you may terminate your employment at any time, with or without notice or cause, TSC Alliance retains the same right. If you have any questions concerning these requirements, please contact the CEO.

Because everyone may not have the same idea about proper workplace conduct, it is necessary to adopt and enforce rules all can follow. The following are some of the types of conduct which are prohibited and which may cause disciplinary action, up to and including termination, in the sole discretion of TSC Alliance. This list is not all-inclusive.

- Insubordination to a lawful management directive, including failure or refusal to carry out lawful orders or instructions.
- Insubordination to a manager or lack of respect and cooperation with fellow employees, partners, or constituents. This includes displaying a negative attitude that is disruptive to other staff or has a negative impact on constituents.
- Unsatisfactory work performance including unauthorized absence from your work area.
- Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person or damage to or loss of equipment, facilities, or other property of TSC Alliance or another.
- Violation of a safety, fire prevention, health, or security rule, policy or practice, including failure to report an accident or injury on the job.
- False or fraudulent, statement, action or omission involving another employee, a customer, TSC Alliance or relations with TSC Alliance.
- False or fraudulent, statement, actions or omissions related to an employment application or any other information provided to or requested by TSC Alliance as it relates to compliance with organization policies and/or applicable laws (including time record) whether oral or written; or refusal to timely provide such information.
- Unauthorized use of, removal of, theft of or damage to the property of TSC Alliance, an employee, an independent contractor, a customer or any other person.
- Threatened or actual physical violence.
- The use of profane or abusive language that is uncivil, insulting, contemptuous, vicious or malicious in the presence of or directed towards third parties.
- Carrying any weapon while on TSC Alliance business, job site, premises or property without authorization from TSC Alliance unless otherwise protected by

- applicable law.
- Violation of any of the provisions of TSC Alliance's Drug and Alcohol Abuse Policy.
- Violation of the Workplace Violence Policy.
- Conducting or attempting to conduct any outside business while on TSC Alliance premises or business or engaging in any business-related activity that creates a conflict of interest.
- Garnishments beyond the type and number protected by law.
- Chronic, habitual, or excessive lateness or absenteeism of any type, or early departures from work, and/or other violation of TSC Alliance's policy on Absences and Tardiness.
- Disclosing confidential business information as defined in TSC Alliance's Confidentiality Policy in this Handbook.
- Any violation of the Organization's EEO or Discrimination, Harassment & Retaliation Prevention Policy.
- Engaging in criminal conduct that in TSC Alliance's judgment poses potential risk to safety or health of the employee or others, the security of TSC Alliance's premises and property, and/or is otherwise job related, to the maximum extent permitted by applicable law.
- Any other violation of Organization policy.

Disciplinary Action

When employee misconduct occurs, such as the violation of rules of conduct, disciplinary measures must be taken to correct the situation and to curtail further occurrences. This is necessary for the well-being of us all. The disciplinary action taken for misconduct may vary depending on the gravity of the offense, the circumstances surrounding the occurrence, an employee's overall work record, and history of prior misconduct. Action taken may include one or more of the following forms of discipline:

1. Oral warning or counseling
2. Written warning or reprimand
3. Probationary status
4. Suspension
5. Discharge

Remember that TSC Alliance has no obligation to use any one or more of these forms of discipline prior to discharge. If in our judgment, a situation warrants the omission of one or all of these steps, TSC Alliance shall take such action as it deems appropriate, in its discretion. The use of progressive discipline is discretionary with TSC Alliance and is not a pre-condition of discharge as your employment is at-will and you and TSC Alliance each has the right to terminate your employment at any time, with or without notice or cause.

B. General Policies on Absences and Tardiness

Regular attendance is required of all employees. If you are unable to report to work, or if you will be late coming to work or will have to leave early, you must notify your supervisor as soon

as you become aware of the situation so that alternative plans can be made. Except in cases of emergencies, notice of absence must be provided by the employee, not by friends or relatives. Employees must contact their supervisor every day that they are absent unless specifically instructed otherwise such as during an approved leave of absence.

Continuing occurrence of lateness, absenteeism or early departure regardless of cause or reason will result in disciplinary action, up to and including termination. Unexcused tardiness, absence and early departures will result in disciplinary action by TSC Alliance. An employee who is absent for three consecutive workdays without approval or without providing proper notification to TSC Alliance generally will be considered as having abandoned their employment and a voluntary resignation.

In evaluating employee attendance and otherwise administering this policy, TSC Alliance does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.

C. Personal Appearance and Hygiene

While in the office, employees should dress in attire that is appropriate for the office work being performed on a daily basis at the TSC Alliance. On occasion, employees may be working on special projects that require more casual attire. If in doubt, consult with your supervisor prior to the project. If working remotely, employees should dress and appear professional on scheduled virtual meetings. Under no circumstances are shorts appropriate to be worn in office or work conferences. Only the President & CEO may make exceptions to this policy. Employees are expected to maintain acceptable levels of personal hygiene, which includes the appropriate use of perfume and/or cologne. Use your best judgment. If in doubt, consult with your supervisor.

D. Housekeeping

Although the TSC Alliance provides for janitorial services, you are expected to keep your work area clean and tidy. If you use the kitchen and pantry area, please exercise the same care.

E. Children in the Office

Although it is understood that an employee may have to have their child meet them at work for a limited time, it is not permissible for children of employees to stay with their parents at the TSC Alliance for frequent or extended periods.

F. Corporate Credit Card

Designated employees will be issued a TSC Alliance credit card to increase their flexibility to conduct business on behalf of the organization. Employees issued credit cards will be required to sign for their respective cards indicating that they understand the following rules governing their use:

- The card can be used only for TSC Alliance business
- A stolen or lost credit card must be reported to TSC Alliance immediately
- Employees with corporate credit cards are asked to submit expense forms for credit

card expenses within seven days of business travel

- Statements of expenses must be submitted to the supervisor or supervisor's designee
- These statements are to be reconciled by the individual who is responsible for the expenses, (this includes the submission of receipts and a project description for each expense). Employees not following these guidelines can be required to return their credit cards.

G. Communication Hardware and Software Use

The Organization's communication and computer systems are the property of the Organization intended for business purposes. This includes the computers, related hardware, software and networks as well as telephone, voice mail, e-mail and Internet systems. Any personal use must not interfere with performance or operations, must not result in added expenses to the Organization and must not violate any Organization policy or applicable law. Users have no legitimate expectation of privacy in regard to system usage.

The Organization may access its communication and computer systems and obtain the communications and information within or transmitted through 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 Organization deems it appropriate to do so. Further, the Organization may review Internet usage. The reasons for which the Organization may obtain such access include, but are not limited to: maintaining the systems; 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 Organization operations continue appropriately during an employee's absence.

The Organization 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 Organization's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of the Organization's communication and computer systems. Additionally, employees may not use the Organization's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy. Each employee is responsible for the content of all text, audio, or images they place on or send over the Organization's internet and email system. Employees may not send messages in which they are not identified as the sender.

All employees, upon request, must inform management of any private access codes or passwords.

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

Employees may not install, duplicate, or remove software on the Organization's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash or thumb drives, etc.) may not be connected directly to the Organization's computer systems without prior management approval. Unless necessary for work, employees should avoid sending or receiving large files, watching videos, mass-forwarding emails, or engaging in other activities that either consume large amounts of bandwidth or create electronic clutter.

Employees are prohibited from using personal e-mail accounts to conduct Organization business. Employees may not forward Organization emails to a personal email address. Employees may not use any third party email or instant messaging accounts or services (such as GMail, AOL, Yahoo, etc.) for business purposes or any purpose on the Organization's computer systems that are not ordinarily used in the performance of their job duties.

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

H. Use of Cell Phones

Use of personal cell phones must be held to a minimum and generally must not interfere with the employee's work.

The TSC Alliance will provide you with a cell phone and monthly cell phone service, or a subsidy of \$35 (or such other amounts as required by applicable law) to reimburse you for the TSC Alliance related use of your personal mobile phone.

If a cell phone is provided by the TSC Alliance, the employee may purchase a phone case and screen protector up to \$50 which will be paid for by the TSC Alliance.

I. Social Media Policy

At the TSC Alliance, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. TSC Alliance respects the right of any employee to maintain a blog or website or to participate in social networking on or through websites or services such as Twitter, Facebook, LinkedIn, YouTube, Instagram, SnapChat or similar sites/services (collectively "social media"). However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees who work for TSC Alliance.

Guidelines

The same principles and guidelines found in TSC Alliance policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects the TSC Alliance community, health care providers, volunteers, people who work on behalf of TSC Alliance or TSC Alliance's legitimate business interests may result in disciplinary action up to and including termination.

In enforcing this policy, TSC Alliance reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Organization resources, to the extent permitted by and in accordance with applicable law.

These guidelines are not intended to infringe on an employee's Section 7 rights and any adverse action taken in accordance with this policy will evaluate whether employees were engaged in protected concerted activity.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

Know and Follow the Rules

Carefully read these guidelines, the TSC Alliance handbook, the TSC Alliance Equal Employment Opportunity Policy, and Discrimination, Harassment & Retaliation Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and/or threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Professional

Always be professional to TSC Alliance community, health care providers, volunteers, and people who work on behalf of TSC Alliance. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that defame employees, the TSC Alliance community, health care providers, volunteers, or people who work on behalf of TSC Alliance, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Organization policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about TSC Alliance, including maliciously disparaging or derogatory comments about fellow employees, the TSC Alliance community, health care providers, volunteers, people working on behalf of TSC Alliance or competitors.

Post Only Appropriate Content

- All rules regarding confidential and proprietary business information apply in full to social media. Maintain the confidentiality of TSC Alliance trade secrets and confidential business information as defined in TSC Alliance's Confidentiality Policy in this Handbook. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.
- Respect health privacy laws. It is illegal to disclose certain protected health information to which you may have access. Such online conduct may also violate the privacy rules of the Health Insurance Portability and Accountability Act ("HIPPA").
- When using social media, if an employee expresses either a political opinion or an opinion regarding TSC Alliance's actions and also identifies oneself as an employee of TSC Alliance (or if it can be inferred that the employee is an employee of the Organization), the poster must specifically state that the opinion expressed is the employee's personal opinion and not the Organization's position. This is necessary to

preserve TSC Alliance's goodwill in the marketplace.

- Employees may not use TSC Alliance's logos or trademarks for commercial purposes or to endorse any product or service.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or threatening is forbidden.

Retaliation is Prohibited

TSC Alliance prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

X. Leaving the Organization

A. Termination of Employment

It should be understood by all employees that nothing contained in this Handbook creates a contractual right to continued employment. TSC Alliance has an at-will employment relationship with its employees and either the employee or TSC Alliance may terminate the employment relationship at any time, with or without cause and with or without notice.

If you are considering leaving because something on the job is bothering you, you may want to consider talking it over with your supervisor or the CEO before taking the final step of quitting. We sincerely want to know about such conditions so that we may consider corrections, if they are appropriate and within our control.

Nonetheless, should you decide to leave, exempt employees are requested to provide four (4) weeks or more written notice to their supervisor prior to resignation and non-exempt employees are requested to provide at least two (2) weeks or more written notice to their supervisor prior to resignation. We appreciate employees' thoughtfulness in this matter.

A. Final Pay

Employees leaving the organization will receive their paycheck on the next regular payday on which pay would normally come due unless expedited pay is required by applicable law. Accrued, unused PTO is paid to you at the time of your termination. The TSC Alliance, due to the size of its staff, is not required by law to comply with COBRA regulations. Depending upon their state of residence, employees may, however, elect to continue health insurance coverage after employment termination if they have resigned voluntarily or if they have been terminated for reasons other than for cause. For details, see the Plan booklet or insurance policy.

B. Return of TSC Alliance Property

Any TSC Alliance property issued to you or in your possession, such as computer equipment, keys, parking passes, company credit card, computer equipment, files, materials, documents, or records, must be returned to the organization at the time of your termination. You will be responsible for any lost or damaged items, to the maximum extent permitted by applicable law.

The value of any property issued and not returned may be deducted from your paycheck to the extent permitted and in accordance with applicable federal and state law, and you may be required to sign a wage deduction authorization form for this purpose, to the maximum extent permitted by applicable law. In addition, you remain bound by the confidentiality requirements set forth in this manual and any confidentiality agreement you may have signed during your employment with the TSC Alliance.

Handbook Acknowledgement Form (Copy)

Keep This Page in Your Handbook

I understand that my employment with the TSC Alliance is for an unspecified term and may be terminated at the will of either the Organization or myself, with or without reason or cause, and with or without notice. No words or actions of the Organization will be deemed to create an express or implied contract of employment or require the Organization to have good cause for terminating my employment. No Organization representative is empowered or authorized to modify this at-will relationship, on an individual or collective basis, other than in writing signed by the CEO.

I acknowledge I have received a copy of the Employee Handbook, including any applicable state supplement. I understand I am responsible for reading and understanding the contents of the Employee Handbook. I further acknowledge that I have read the Employee Handbook in its entirety in accordance with this responsibility.

I understand that any rules, policies, and benefits described in the Employee Handbook may be modified or varied from by the Organization at any time—except as required by law and except for the rights of the parties to terminate employment at will (which may be modified, on an individual or collective basis, only by an express written agreement signed by the CEO of the Organization).

I further understand that, in all matters covered by this Handbook, the TSC Alliance has the right to make unilateral, prospective changes.

I understand that neither this Employee Handbook, nor any other TSC Alliance documents have been given to me as an employment contract and that no representative of the TSC Alliance has made any contractual promises to me concerning my work, payment, or benefits.

Should any provision in this handbook be in conflict with federal, state, or local law, that provision only will be considered ineffective, while the rest of the handbook remains effective.

Nothing in this Handbook is meant to discourage employees from engaging in conduct protected by the National Labor Relations Act.

Employee's Printed Name

Employee's Signature

Date

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

Handbook Acknowledgement Form

Please Sign and Return This Form to Your Supervisor

I understand that my employment with the TSC Alliance is for an unspecified term and may be terminated at the will of either the Organization or myself, with or without reason or cause, and with or without notice. No words or actions of the Organization will be deemed to create an express or implied contract of employment or require the Organization to have good cause for terminating my employment. No Organization representative is empowered or authorized to modify this at-will relationship, on an individual or collective basis, other than in writing signed by the CEO.

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Nothing in this Handbook is meant to discourage employees from engaging in conduct protected by the National Labor Relations Act.

Employee's Printed Name

Employee Signature

Date

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

Discrimination, Harassment & Retaliation Prevention Policy Acknowledgement Form

I acknowledge that I have received, read, and understand the Organization's Discrimination, Harassment & Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Organization's policy. I further acknowledge that the Organization reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment & Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. *California Employees: I also acknowledge I have received the California Department of Fair Employment & Housing's brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).*

Employee's Printed Name

Employee's Signature

Date

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