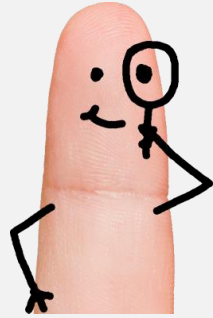


Teleworking Policy & Agreement

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AD HOC REMOTE WORK

A Teleworker who needs to work from a Remote Office on an as-needed basis including due to unforeseen circumstances such as Teleworker illness or the onset of inclement weather.

FLEXIBLE WORKING ARRANGEMENT

A Teleworker who regularly works from home during set times during the week.

A REMOTE WORKER

A Teleworker who exclusively works remotely.

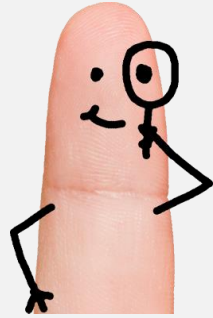
(together known as the “**Program**”)

3. Teleworking Eligibility

This Agreement applies to Flexible Working Arrangements or Remote Workers as defined in Section 2, and includes enforceable policies and guidelines for Remote Workers.

The following conditions must be met in order for staff to be eligible for the Program.

1. Company employees and contractors are eligible for Program participation.
2. The Teleworker agrees to sign this Agreement confirming that they understand and will abide by its terms and conditions.
3. The Teleworker’s position is conducive to working remotely.
4. The Teleworker is fully trained in their position.
5. The work being performed remotely can be measured and monitored for productivity.
6. The Teleworker has an established record of demonstrating:
 - 1.1 Productivity and sound decision making skills
 - 1.2 Good time management skills
 - 1.3 Good and transparent communication skills.
7. The Teleworker’s most recent performance appraisal must, at minimum, indicate fully achieved standards.
8. The Teleworker has secured secure electronic access to the Company’s work folders, files and software required to fulfill their responsibilities.
9. The Teleworker meets all requirements outlined in Section 8.



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Terms & Conditions

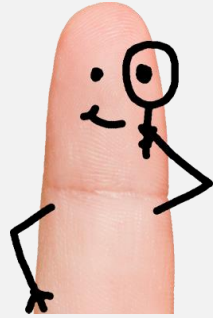
6. Company Provided Equipment

1. In some cases, a Teleworker may be provided with a Company-owned portable computing device with the appropriate software to connect remotely to the Company's servers in a secure manner. (the "**Company Equipment**"). Company Equipment may include:
 - 1.3.1.1 Laptop computers
 - 1.3.1.2 Tablets
 - 1.3.1.3 Smart phones (when the Company compensates for smart phones)
2. Company Equipment remains the property of the Company at all times and must be returned to the Company immediately upon request.
3. Teleworkers must take reasonable care of Company Equipment.
4. Company Equipment may be used for personal use so long as it complies with insert document or policies signed by the Employee that points to appropriate IT protocols and general code of conduct and is not used to conduct external business.
5. No one except for the Teleworker may use Company Equipment. Company Equipment is supplied exclusively for Teleworkers' use only.
6. Company Equipment must be protected against damage and unauthorized use.

7. Remote Office Requirements

The Teleworker will ensure that the following conditions are met prior to participating in the Program:

1. The following will be available in the Teleworker's Remote Office:
 - 1.4 VoIP handset or headset, password-protected computer device or Company Equipment ("**Computer Equipment**").
 - 1.5 A Remote Office.
 - 1.6 High-speed internet.
 - 1.7 Password-protected wi-fi.



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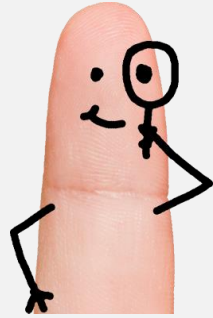
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7. The Company will be responsible for costs associated with servicing, maintaining and insuring Company Equipment.
8. The Teleworker must ensure that reasonable care is taken of Company Equipment. Where any fault in Company Equipment is caused by the Teleworker, the Company is within their rights to recover the associated costs of repair.
9. Any equipment provided by the Teleworker will be at no cost to the Company and will be maintained by the Teleworker.
10. The Teleworker understands that the Teleworker remains liable for injuries to third persons and/or members of Teleworker's family on the Teleworker's premises. Teleworker agrees to defend, indemnify and hold harmless Company, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by the Teleworker or by the Teleworker's willful misconduct, negligent acts or omissions in the performance of the Teleworker's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Company.
11. It is the Teleworker's responsibility to determine any income tax or property insurance implications of maintaining a Remote Office in their home office area. The Company will not provide tax guidance nor will the Company assume any additional tax or other liabilities. Teleworkers are encouraged to consult with a qualified tax professional and insurance provider to discuss income tax and property implications.

9. Security, Privacy, Confidentiality

Keeping Company-related information and Sensitive Documents safe and secure is a key condition of participating in the Program. Company security and confidentiality may be compromised when transferring Sensitive Documents between the Company office and the Remote Office. Additionally, unless the Remote Office allows for safe storage of Sensitive Documents, family members, friends other non-Company individuals may have access to them.

1. Work created at the Remote Office is considered Company materials.
2. Teleworkers must mitigate any security risks associated with the Remote Office.
3. Sensitive Documents must be kept within the confines of the Remote Office and the number of people who have access to the Remote Office, the computer or Company Equipment or views of the computer screen, must be limited.
4. Passwords must always be used to prevent unauthorized access to Computer Equipment and Sensitive Documents.



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- 1.3 **Slack:** 15 minutes
- 1.4 **Email:** 2 hours
5. Teleworkers must be in video web conference communication with their team or Manager at least twice a day.
6. Teleworkers must be on site as necessary to attend meetings, collaborate with colleagues, and participate in training events, lunch & learns, or other work activities as necessary.
7. Teleworkers who have committed or are scheduled to be in the Company office on a certain day or for a certain period, are expected to honor that commitment.
8. In the event that the Teleworker divides their time between working in the Company office and the Remote office, travel time to and from each location is not considered time worked.

11. Productivity & Performance

Studies have shown that many of us (some say most of us) do not function well when working in a Remote Office. It is not for everyone. Working remotely requires considerable focus and discipline to deflect distractions that are not present when working in the Company office. Family members, pets, a piling up chore to-do list, Ellen, and a nap beckon you! Be prepared to overcome procrastination and significant distractions that will come your way.

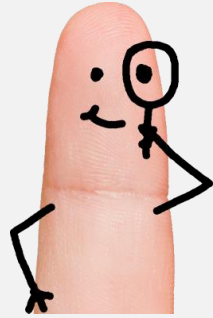
1. Teleworkers will be subject to a probationary period outlined in Schedule A.
2. The Teleworker agrees to comply with all existing job requirements.
3. Recording of hours of work is not required. However, Teleworkers are expected to provide their manager with a Weekly Status Report outlining their results, accomplishments, and learning for the week.

12. Termination of Agreement

1. Participation in the Program is voluntary and a privilege. Except for egregious misconduct where termination of this Agreement is immediate, this Agreement may be terminated by either Party for any reason by providing the other Party with one week's notice in writing.
2. The Company will not be held responsible for costs, damages or losses resulting from cessation of participation in the Program. This Agreement is not a contract of employment or engagement and may not be construed as such.

13. Consequences of Non-Adherence to this Policy

1. Non-compliance with this Agreement could result in significant risk for the Company and have a considerable impact its business and operations that may result in financial loss. If the



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7. The Teleworker acknowledges that the Company has provided them with a reasonable opportunity to obtain independent third party advice with respect to the contents, terms, and effects of this Agreement and that the Teleworker has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Teleworker signs this Agreement as a free act.
8. Time and each of the terms and conditions of this Agreement shall be of the essence.
9. This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, or by other electronic means producing a printed copy, each of which when so executed shall be deemed to be an original, and such counterparts, facsimiles or other electronic copies and acceptance of this Agreement shall together constitute one and the same Agreement.

Signatures

Management Approval

Name and Title

Signature

Date

Manager

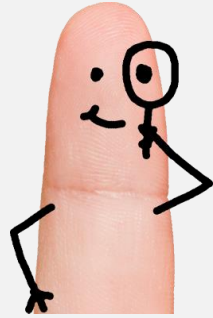
Teleworker Name

Signature

Date

Teleworker

Teleworker Name



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Schedule A

16. Term of Agreement

The term of this Agreement shall commence on and continue indefinitely subject to Section 12.

17. Type of Teleworking

- A Flexible Work Arrangement
- Remote Work

18. Justification for Teleworking Benefit

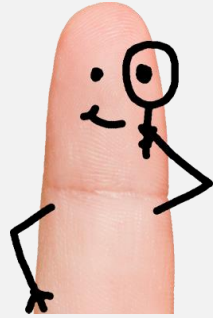
Provide a business case for the Teleworking arrangement.

19. Remote Office

The Remote Office is located at:

Address:	
-----------------	--

Insert 3 photos of the Teleworker's suggested Remote Office.



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DAY	FROM	TO
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

23. Other

Note any other comments, exceptions or restrictions.