



EMPLOYEE MANUAL

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Disclaimer – This Manual is not a Contract for Employment

Welcome to NEST (also referred to as “company” or “organization” throughout this Employee Manual). Before you begin reading, it is important and necessary to point out that *the policies described in this Manual are guidelines only and are subject to change at the sole discretion of NEST with or without notice*. You may receive updated information from time to time concerning changes in policies, programs or benefits. If you have any questions about new or updated information or any provision in this Manual, please ask your Manager or the Human Resources Team for clarification.

This Manual is not a contract guaranteeing employment for any specific duration. Nothing here should be construed as a contract of employment, express or implied, or any other contract. Your employment with NEST is at all times “at-will”. Although we hope your employment with NEST will be long-term, you or NEST may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of NEST has the authority to enter into any formal agreement with you for employment for any specified period of time or to make any promises or commitments contrary without the prior written approval of the CEO.

This Manual also replaces any and all Manuals and/or handbooks and supersedes all written and oral descriptions of NEST employment policies, practices and procedures. To avoid unnecessary confusion, you must discard any outdated Manuals, handbooks and/or summaries you may have.

If you have any questions, Management and the members of the Human Resource Department are the best resource of information and interpretation about our company’s policies. We look forward to a mutually rewarding working relationship.

INTRODUCTION

1.1 Employee Manual Basics

Welcome to NEST (also referred to as “company” or “organization” throughout this Employee Manual). This Employee Manual (also referred to as “handbook”) is provided to help familiarize you with NEST and to answer some of the questions you may have regarding the organization, policies, and guidelines. Please read this Manual thoroughly and retain it for reference as questions may arise during your employment. In addition to presenting information about NEST, this Manual describes your responsibilities as an Employee as well as some of the programs NEST provides for its Employees.

This Manual also replaces any and all Manual and/or handbooks and supersedes all written and oral descriptions of NEST employment policies, practices and procedures. To avoid unnecessary confusion, you must discard any outdated Manuals, handbooks and/or summaries you may have.

If you have any questions, Management and the members of the Human Resource Department are the best resource of information and interpretation about our company’s policies. We look forward to a mutually rewarding working relationship.

Welcome to the NEST Family!

1.2 Our Name

The name NEST stands for: Negative Expense Systems Technology.

Negative Expenses: expenses that do not contribute to improving the organization’s “bottom line” profits. NEST provides clients with a streamlined approach to the preservation of facility assets in order to assist in the control and reduction of their negative expenses.

Systems and Technology: Using our proprietary technology, we are able to collect asset data on our client’s physical assets, create a scheduled service plan based on proactive preventative maintenance, track each and every service, both before and after delivery, centralize and control expenses and deliver guaranteed client satisfaction.

1.3 Company Overview

NEST is a business solutions firm providing financial management consulting, world class customer service and a technology that delivers measurable business value at the highest level. Many Employees come from the industry and have been service providers before coming to work for NEST. With over 23 years of experience, we understand the services, rates, and negotiation process.

Because of the magnitude of facilities support activity associated with multi-location companies, managing needs over a longer term enables a big picture view in which efficient orchestration of services yields a significant ‘ripple effect’ savings across the brand. NEST’s financial acumen and consulting experience ensure multi-location companies meet brand objectives within budget.

1.4 We Value Diversity

Guided by our corporate values, we believe diversity and inclusion allow us the best possible chance to succeed both as individuals and as a company. Embracing a diverse work environment is the foundation to how we treat our Employees, our Clients and our Independent Service Providers (“ISPs”). Diversity embodies all the differences that make us unique, including, but not limited to, race, age, ethnicity, national origin, religion, gender, disability, sexual orientation, and culture.

1.5 Company Mission Statement

Our mission is to be the leading Multi-Facility Management firm specializing in consulting, technology and financial solutions, backed by superior customer service for multi-location companies.

1.6 Company Vision Statement

To be recognized as a business partner to multi-location companies.

We are known for our:

- Strategic consultative approach to multi-facility management
- Financial acumen and unique cost reduction strategies
- State-of-the-art custom technology solution
- High-quality ISP model
- Commitment to superior customer service

We are sought after for our ability to take the pain out of facilities management at a lower cost than traditional models while protecting, preserving and enhancing the brand.

1.7 Guiding Principles

At every interaction with our customers, we demonstrate our commitment to providing the highest value in Multi-Facility Management through consulting, technology, and solutions that result in the best value over time.

We do this by following these guiding principles:

- Placing relationships with customers, ISPs and staff foremost
- Constantly striving to exceed customers' expectations
- Being highly responsive and accessible
- Maintaining financial accountability and adherence in every engagement

1.8 Our Value Statement

At NEST, we are committed to the highest standards of ethics and integrity. We are responsible to our Clients, ISPs, NEST Employees and their families and to the communities we serve. Our interactions with all must reflect the high standards we profess and not jeopardize our relationships and brand. As we grow as a company, it has become more and more important to explicitly define the core values from which we develop our culture, our brand and our business strategies. These are the values we live by:

- *Client Centric* - Driving force behind everything that we do
- *Teamwork* - Collaboration and cooperation
- *Respect* - Understanding, listening, professionalism, compassion
- *Integrity* - Always taking the high road and acting as an extension to your team
- *Performance* - Always displaying a high standard of excellence

1.9 The Five Basics

Every NEST Employee is expected to exhibit their commitment to excellence by following "The Five Basics" consistently:

1. Same Day, Next Day – Being proactive and great Follow-up skills are important.
2. Work with service providers who want to work with NEST – Always work with flexible, respectable, and reliable ISPs. Providers who are unwilling to become compliant, unwilling to negotiate or understand our pricing model, or are unwilling to speak to you with respect should not be part of our NEST Culture. The same goes for the way our ISPs treat our stores!
3. Say "Thank You" to Employees, service providers, and clients – Be courteous and mannerly to your fellow Employees, your ISPs, and your customers.
4. Update Thoroughly – It is essential to communicate with your team members, supervisors, managers, stores, ISPs, clients, etc. Keeping all parties involved and updated as necessary ensures the highest level of satisfaction and customer service. At NEST, we pride ourselves in our ability to handle any and all services, which includes communicating and updating thoroughly to ensure the success of a service.
5. 100% Completion of projects.

1.10 Our Clients

Our clients are at the center of everything we do. We know the construction and facility management industries and we listen to our clients to understand their specific issues and business drivers. We work consultatively and collaboratively by adopting our client's agenda as our own. This is what a client should expect from a provider of strategic solutions and what they can expect from NEST.

We look at business through our client's eyes and tailor solutions to always fit their specific preferences and evolving requirements. At NEST, we understand that each client's needs are unique. We work closely with our clients to identify key challenges and opportunities – building long term business relationships, establishing effective growth strategies and providing the right mix of products and services to support their objectives. No matter what services our clients choose – or how complex their needs – at NEST, we are committed to providing facility and construction directors with the integrated products and services that help them succeed.

1.11 Our Personality

Consultative - We listen to our clients to understand their business challenges and opportunities for improvement. Then, we design long term facilities plans that help them successfully address and eliminate those issues while controlling costs. We assess existing operations and budgets and determine the most efficient, most cost effective way to solve their business problems, tailoring the solution down to the smallest detail.

Pioneering - We break the mold in the industry by offering solutions that include the necessary strategic foundation for greater efficiency, effectiveness and long-term cost savings.

Passionate - As an industry leader, we're passionate about what we do and about doing it well. We have confidence that our solution makes a significant positive impact for our clients, and we are proud of our work.

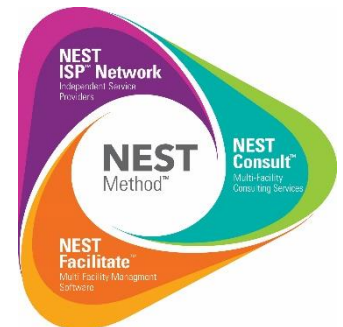
Rigorous - Quality is built into everything we do, from our in-house technology solution to our criteria for selecting service providers to the way in which we track and measure the quality of work performed.

Customer-Focused - We go above and beyond to satisfy our clients' needs, from our live 24/7/365 customer care center staffed with dedicated NEST Employees, to the attentiveness inherent in how we manage our client relationships. We choose to remain centralized with a best-in-class full-time staff so that we can deliver on the promises we make.

1.12 Our Service Model - The NEST Method™

The **NEST Method™** is an industry-leading solution that optimizes our Clients business and brand while providing the best value over time. The NEST Method™ is executed by our seasoned team of operations and customer service experts, who combine multi-facility strategic consulting with seamless tactical coordination.

The NEST Method™ is a three-pronged approach to multi-facility management that helps build, manage, execute and track our Clients' construction and facilities maintenance management business plans and budgets to achieve their desired goals: enhanced programs, maximum value, reduced risk and excellent customer satisfaction.



This industry-leading solution is executed by our seasoned team of operations and customer service experts trained to optimize our Clients' business plans and budgets while providing the best value over time through the only customer loyalty program in the industry.

We've Redefined What Success in Multi-Facility Management Looks like - After All, We Invented It.

By combining strategic consulting with seamless tactical coordination, our industry-leading solution optimizes our Client's business and brand while maximizing their investment in maintaining their facilities.

We Promise To Reduce Your Spend- Never At The Risk Of The Brand.

The inherent cost associated with one-off facilities management activity compounded by multiple locations can add up to millions of dollars. With an approach that manages needs over a longer term, we help our Clients orchestrate services and capitalize on efficiencies, giving them a big picture view and significant, cumulative savings opportunities.

Our ISP Network is A Winning Solution for Everyone Involved.

By connecting local independent service providers with corporate America, we bring the most invested, most engaged resources to our clients. At the same time, we reduce the clients' internal overhead which translates to bottom line savings. Jobs are done right, and we make sure of it with a rigorous tracking process that mitigates risk.

With Technology This Smart, Our Client's Job Just Got Easier.

Our cutting-edge technology solution for daily management, metrics, planning and reporting centralizes work activity across locations for serious trouble-shooting, business insight and decision-making support. Built, customized, updated and supported in-house by a 24/7 command center, it's a powerful tool that ensures optimal spending and quality across the service landscape.

1.13 Our People

At NEST, we understand that our people are at the heart of our ability to craft personalized solutions. Thus, one of NEST's most valuable assets is the dedication of its Employees. We believe in their potential and invest in their success. Our ability to attract and retain quality Employees who deliver exceptional client service means we are better at understanding our clients' businesses and their unique requirements and ultimately delivering best in class service.

- Our Employees come together with a wide variety of skills and backgrounds to create talented teams of problem solvers to service all of our clients' needs.
- Qualified recruitment practices include pre-screening tests and a comprehensive interviewing process.
- Ongoing training programs in technical skills, communication skills, and business skills with testing and certification requirements for advancement.
- Industry expertise with onsite discipline experts in every field: Plumbing, Construction, General Maintenance, HVAC (Trade Services), Floor Care, Janitorial (Cleaning Services) etc.
- Dedicated quoting team to streamline the process for quick turnaround.
- Strategic Alliance with other industry experts to bring innovation, product development, and technology.

1.14 Our Culture

NEST takes pride in providing our Employees a clean, modern, and aesthetically sound environment. We strongly encourage teamwork and maintain an open door policy to all Employees. We strive to ensure our Employees enjoy their job in a fun atmosphere while maintaining a professional environment. We provide opportunity for Employees to grow both personally and professionally by offering on-going training opportunities. We look forward to a long and mutually rewarding work relationship with all of our Employees. To summarize, our culture is comprised of hardworking Employees that provide excellent service to both internal and external clients.

1.15 Our Working Relationships

Over the years, NEST has grown to a position of leadership in our industry by respecting our Employees' and clients' needs and through the team efforts of dedicated, capable, and highly motivated associates.

Your future and the future of NEST are dependent upon the performance of each individual and our ability to work together as a team.

We value and respect you as an important ingredient to our formula for success and growth. NEST believes that all of its Employees are entitled to:

- Fair, nondiscriminatory employment practices
- Competitive pay and benefits
- Excellent working conditions
- Recognition of individual accomplishments
- A safe work environment
- Open lines of communication

- Opportunity for advancement
- A dynamic, responsible company that encourages and acknowledges individual contributions and suggestions while it develops a team effort through mutual cooperation and two-way communication.

We are proud of our service to our clients. We are equally proud of our dedication to a positive working relationship with our Employees. This is the basic foundation of our company. With everyone's continued cooperation and dedication, we can continue to make NEST a superior employer and company.

1.16 Prohibition on Obscene and Inappropriate Language

NEST takes the view that all employees should be respectful and courteous when dealing with other employees, managers, and clients. The use of vulgar, profane, obscene or abusive language towards a fellow employee, a client, or a member of the general public while performing official duties as a NEST employee is strictly prohibited.

Employees who violate this policy will be subject to NEST's Disciplinary Action Policy, which includes oral and written warnings, suspension and, ultimately, termination. In most cases, the progressive discipline policy will be followed for profane or obscene language. There are circumstances, however, when a single incident may justify termination. Examples of such cases include, but are not limited to, the following:

1. If the abusive or profane language is directed at a member of management. Employees who do so are guilty of gross insubordination and will be subject to discipline up to and including termination for a first offense.
2. If the abusive or profane language is directed at a NEST client. There is no justification for employees to direct abusive or profane comments at a client. Employees who do so may be subject to immediate termination regardless of the circumstances.
3. If the obscene or profane language is delivered in the presence of clients. Employees represent NEST when interacting with and/or while in the presence of NEST's clients. Profane or obscene language delivered within the presence of a client is sufficient cause for termination.
4. If the obscene or profane language can be considered harassment. This occurs when the obscene language creates a hostile environment for any employee within the department because of his/her age, gender, race, religion, disability, sexual orientation, and national origin. Employees found guilty of harassment may be subject to immediate termination.

Chapter 2 - EMPLOYMENT GUIDELINES

2.1 Equal Employment Opportunity Statement

To give equal employment and advancement opportunities to all Employees, we make employment decisions at NEST based on a number of factors including but not limited to performance, behaviors, qualifications, abilities, etc. We do not discriminate in employment opportunities or practices on the basis race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait, or because of service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test, or any other characteristic protected by applicable federal or state laws. NEST will make reasonable accommodations for qualified individuals with known disabilities or in cases of pregnancy in accordance with applicable federal or state laws provided it is not unduly burdensome. If you require an accommodation due to pregnancy or disability, you should make this known to Human Resources as soon as possible.

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Our Equal Employment Opportunity policy covers all employment practices, including recruitment, advertising, selection, job assignment, promotion, compensation, discipline, termination, access to benefits, training, etc. All Employees of NEST share in the responsibility for assuring that by their personal actions this Equal Employment Opportunity Statement applies uniformly to everyone.

NEST is firmly committed to avoiding inequalities in the workplace. If you believe that you have been the victim of any form of prohibited discrimination, the Company encourages you to come forward. You should contact the Human Resource Department to report such experiences. Reports of unlawful discrimination are kept as confidential as possible, with disclosure limited to only those with a need to know. NEST prohibits any retaliation against individuals who come forward to make a report of discrimination or workplace harassment or any witnesses who participate in the investigation of discrimination or workplace harassment.

NEST will endeavor to investigate allegations of unlawful discrimination or workplace harassment fairly, reasonably, effectively, and as promptly as possible. If the Company determines that unlawful discrimination or workplace harassment has occurred, disciplinary action up to and including termination may be taken by the Company against the person or persons responsible for the unlawful discrimination or workplace harassment.

Any Employee, including managers, involved in discriminatory practices will be subject to disciplinary action, up to and including termination.

2.2 Employment and Labor Law Compliance

NEST complies with all applicable federal and state employment and labor laws, including but not limited to:

- Americans with Disabilities Act (ADA) - prohibits employment discrimination against qualified individuals with disabilities.
- Consolidated Omnibus Budget Reconciliation Act (COBRA) - The law amends the Employee Retirement Income Security Act, the Internal Revenue Code and the Public Health Service Act to provide continuation of group health coverage that otherwise might be terminated.
- Family and Medical Leave Act (FMLA) - The FMLA entitles eligible Employees of covered employers to take up to twelve (12) weeks of unpaid, job-protected leave during a specified twelve (12) month period for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the Employee had not taken leave.
- Genetic Information Nondiscrimination Act (GINA) prohibits use of genetic information in making decisions related to any terms, conditions, or privileges of employment.
- Health Insurance Portability and Accountability Act (HIPAA) - Prohibits discrimination against Employees and their dependent family members based on any health factors they may have, including prior medical conditions, previous claims experience, and genetic information; and guarantees that certain individuals will have access to, and can renew, individual health insurance policies.
- The Immigration and Nationality Act (INA) sets forth the conditions for the temporary and permanent employment of aliens in the United States and includes provisions that address employment eligibility and employment verification. These provisions apply to all employers.
- Occupational Safety & Health Act (OSHA) - to assure safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance.
- Equal Pay Act of 1963 (EPA) prohibits wage discrimination between men and women in substantially equal jobs within the same establishment.
- Title VII of the Civil Rights Act of 1964 (Title VII) prohibits race, color, religion, sex, and national origin discrimination.
- Age Discrimination in Employment Act of 1967 (ADEA) prohibits age discrimination against individuals who are forty (40) years of age or older.
- The New Jersey Law Against Discrimination (NJLAD) prohibits discrimination because of the race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.

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- The New Jersey Family Leave Act requires covered employers to provide eligible Employees an unpaid leave of absence of up to 12 weeks upon the birth or adoption of a child or the serious health condition of a family member, and guarantees reinstatement to the same or a similar position upon the Employee's return to work.
- The New Jersey State Wage and Hour Law which sets forth comprehensive guidelines regulating the payment of wages and the hours of work for Employees working in New Jersey, including a minimum wage and overtime rates of pay, methods and timing of wage payments, hours of labor for minors, and prohibitions against discrimination in the payment of wages.
- The New Jersey Conscientious Employee Protection Act also known as the "whistle-blower" statute protects Employees who disclose, object or refuse to participate in any activity which the Employee reasonably believes is illegal or in violation of public policy.

Any Employee who feels that NEST has failed to comply with any of these regulations or any local, state, or federal law(s) is required to address the issue through the Issue Resolution Procedure to ensure that the Organization is properly notified of the issue and given a reasonable opportunity to respond.

2.3 Sexual & Other Unlawful Harassment

NEST strives to maintain a work environment free from any form of sexual or other harassment based on any protected class.

The Equal Employment Opportunity Commission (EEOC) defines unlawful harassment as "verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, or disability, or that of his/her relatives, friends or Employees, and that: (i) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities." The New Jersey Law Against Discrimination prohibits discrimination or harassment toward an individual because of his/her race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, pregnancy or nationality.

Examples of the types of nonsexual verbal or physical conduct in the workplace that may constitute unlawful harassment under the

civil rights laws, include, but are not limited to, epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or nationality, or other legally protected status. Other examples include written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or nationality, and that is placed on walls, bulletin boards, or elsewhere on the employer's premises, or circulated in the workplace. Included in this definition are acts that purport to be jokes or pranks, but that, in reality, are hostile, intimidating, unpleasant, "in poor social taste," considered as "shop talk," or demeaning with regard to race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or nationality.

Any Employee who feels that NEST has failed to comply with this regulation or any local, state, or federal law(s) is required to raise and address the issue through the Issue Resolution Procedure to ensure that NEST is properly notified of the issue and given a reasonable opportunity to respond.

Note: the Issue Resolution Procedure is addressed in Section 2.12 of this Manual.

Because of the serious nature of sexual harassment and other workplace harassment, the Vice-President of HR of NEST will accept anonymous inquiries from Employees or others employed with NEST. However, NEST's ability to investigate a complaint may be limited based upon the anonymity.

Sexual Harassment

Sexual harassment is identified as discrimination and is prohibited by state and federal laws. Therefore, it is the position of NEST that sexual harassment will not be tolerated. It is a violation of NEST's policy for any Manager or Employee, male or female, to engage in sexual harassment as defined below. Such conduct will result in disciplinary action up to and including termination. The EEOC defines sexual harassment as follows:

- Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual

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nature constitute quid pro quo when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment and/or (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.

- Hostile Environment - Unwelcome sexual advances, requests for sexual favors, verbal or other conduct (written notes, cartoons, emails, etc.), conduct of a physical nature occur, and when conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment due to gender.

Some examples of sexual harassment include but are not limited to:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Making threatening reprisals after a negative response to sexual advances.
4. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters.
5. Verbal conduct such as making derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an Employee's body or attire.
6. Verbal sexual advances or propositions.
7. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations.
8. Physical conduct such as touching, assault, impeding or blocking movement, and threatening gestures.
9. Retaliation of any kind for reporting harassment or threatening to report harassment.
10. Unwelcome or inappropriate notes, letters, emails, etc.

If you believe that you have experienced such conduct (sexual or other harassment) by anyone, including a Manager, a co-worker, or a person doing business with or for NEST, (Client, Vendor, ISP or Consultant) whether in the NEST offices or off-site events, you should tell the offender that such conduct is unwelcome and unacceptable. If the offensive behavior does not stop, or if you are uncomfortable confronting the offender, you are required to immediately report such conduct to the Vice-President of HR of NEST.

Your failure or delay in reporting such conduct impedes NEST'S ability to fully and promptly investigate the matter and take prompt remedial action.

NEST prohibits retaliation against any Employee who complains of sexual or other harassment or who in good faith participates in an investigation. All aspects of the complaint-handling procedure will be handled as discreetly as possible. However, it may be necessary to include others on a need to know basis. We cannot guarantee confidentiality.

All incidents of sexual or workplace harassment that are reported will be investigated. The Vice-President of HR of NEST will undertake or direct an investigation of the harassment allegations. Complaints will be investigated in a sensitive manner to encourage the reporting of any incidents of harassment and to protect the reputation of any Employee wrongfully charged with harassment. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All Employees who participate in good faith are protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including termination of the harasser, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

All NEST Employees have a responsibility for keeping our work environment free of illegal harassment. Any Employee including any Manager, who becomes aware of an incident of sexual or other workplace harassment, whether by witnessing the incident or being told of it, must report it to the Vice-President of HR of NEST. The duty to report applies even when the Employee requests or states they do not want to make a complaint.

An individual Employee will be held responsible for any acts of harassment he/she may commit towards another Employee or a constituent of NEST. The individual who makes unwelcome advances, threatens, or in any way harasses another Employee is personally liable for such actions and the consequences. This harassment policy also applies to any Employee of NEST who harasses any of the constituents of NEST including but not limited to clients, Employees of clients, ISPs, Employees of ISPs, vendors, Employees

of vendors, visitors to NEST, applicants for employment, etc.

Any person who is found to have made a complaint in bad faith and/or maliciously may be subject to disciplinary action up to and including termination.

2.4 Reasonable Accommodations: Americans with Disabilities Act (ADA)/ New Jersey Pregnant Worker's Fairness Act

In compliance with the Americans with Disabilities Act and the New Jersey Law Against Discrimination, as amended by the New Jersey Pregnant Worker's Fairness Act, NEST does not discriminate based on disability, pregnancy, pregnancy related medical condition, or birth. NEST will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is NEST's policy to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act, and the New Jersey Law Against Discrimination. NEST will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. NEST will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnancies, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose under hardship on NEST.

The Human Resources Manager or her designee shall initiate an interactive dialogue with disabled/pregnant employees and prospective employees to identify reasonable accommodations. All decisions with regard to reasonable accommodation shall be made by the Human Resources Manager or her designee. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require NEST to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting NEST's facilities. Any questions concerning proper assistance should be directed to the Human Resources Manager or her designee.

2.5 Workplace Violence

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company without proper authorization.

Conduct that threatens, intimidates, or coerces another Employee, a customer, or a member of the public at any time, including off-duty periods on the Company's property, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to Human Resources or any member of management. This includes threats by Employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to Human Resources or any member of management.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend Employees, with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines may be subject to prompt disciplinary action up to and including termination of employment.

2.6 Confidentiality & Confidential Information

Employees must be committed to the highest ethical standards of conduct in their relationship with other Employees, clients, and Independent Service Providers. Employees shall provide a superior level of service to all constituencies and conduct their affairs with the highest level of honesty, and fiscal responsibility. In all actions on behalf of NEST, Employees are also bound by the following standards:

All information shared within NEST is the property of NEST and shall not be provided to any other person or organization, except as required by Law. Improper disclosure of such information is prohibited and may lead to disciplinary action, up to and including termination.

Confidentiality is a fundamental principle in our jobs. As a part of our responsibilities, we often deal with confidential, non-public information and with personal and business information regarding Employees, clients, ISPs, and vendors. Typically, confidential or proprietary information includes information such as services, strategies, plans, litigation, computer processes, manuals, material, processes, pending projects, systems, procedures, financial information, cost data, pricing formula, etc. Under no circumstances may an Employee discuss specific issues related to Employees, clients, ISPs, and/or vendors with anyone not authorized to receive such information.

To protect the confidentiality of information and the privacy rights of all, Employees are expected to exercise a level of control that protects the information from unauthorized disclosure. Each Employee shall:

1. Maintain all information in complete confidence. Information should be discussed only with other individuals who have legitimate need to be aware of it as part of their job.
2. Divulge no confidential information to third parties except with proper authorization, or pursuant to proper legal process or regulation.
3. Never use confidential information obtained on the job for personal financial gain of any kind.
4. Maintain in a secure manner all files, record-keeping, and inquiry systems on Employees, clients, and/or ISP's. This includes all reporting that contains confidential information.
5. Keep all identification and access codes, programs, passwords, and procedures absolutely confidential.
6. Seek a determination from your Manager if there is any question as to whether or not information is confidential.

Violations of this policy may result in disciplinary action, up to and including termination. However, this section on Confidentiality & Confidential Information in no way prohibits Employees from discussing amongst themselves or with others the terms and conditions of their employment as outlined in Section 7 of the National Labor Relations Act.

2.7 Conflict of Interest

Any possible conflict of interest on your part is to be promptly disclosed, in writing, to Human Resources. Where any of your outside private activities could appear to an observer to be in conflict with your job responsibilities or where your position with NEST appears to give you, members of your family, your outside business Employees, organizations that you have a financial interest in, etc. a competitive advantage in contract work for NEST, the Employee must apprise Human Resources of the potential appearance of a conflict of interest. In addition, the acceptance of employment or any arrangement between your spouse and/or children and a competitor may be a conflict of interest and must be disclosed to Human Resources. Failure to report a potential conflict of interest may result in disciplinary action, up to and including termination.

2.8 Dating Policy

Consenting "romantic" or sexual relationships between a Supervisor/Manager and an Employee may at some point lead to unhappy complications and significant difficulties for all concerned - the Employee, the Supervisor/Manager and the Company. Any such relationship may, therefore, be contrary to the best interests of the Company.

Accordingly, the Company strongly discourages such relationships and any conduct (such as dating between a Supervisor/Manager and an Employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a Supervisor's/Manager's refusal to engage in such social interaction with Employees.

If a romantic or sexual relationship between a Supervisor/Manager and an Employee should develop, it shall be the responsibility and mandatory obligation of the Supervisor/Manager and Employee to promptly disclose the existence of the relationship to the Human Resource department.

The company recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

Upon being informed or learning of the existence of such a relationship, the Human Resource department may take all steps that it, in its discretion, deems appropriate. At a minimum, the Employee and Supervisor/Manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the Supervisor/Manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any Employee with whom the Supervisor/Manager has or has had such a relationship. In addition, if the Company determines, in its discretion, that a transfer of one of the employees is necessary, the Company reserves the right to transfer the employee. If there is no ability for a transfer, the Company may require separation of employment of one of the employees.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the CEO of the Company or the VP of Human Resources. ,

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

2.9 Gifts and Gratuities

Accepting gifts and entertainment can cause a conflict of interest, or the appearance of a conflict between personal interests and professional responsibility. The NEST philosophy is to never accept gifts or entertainment from any client, service provider or any person the Employee has reason to believe may be seeking to influence business decisions or transactions. When you are establishing a new business relationship, make sure all parties are aware of our policy regarding gifts and entertainment.

You should always be aware of how the act of accepting a gift or gratuity might be perceived by the public, by other suppliers, or by other Employees. When dealing with external businesses, you should ask yourself, "Would this business be offering me this gift or gratuity if I wasn't employed by NEST?" If the answer is "no" or is unclear, you should not enter into the transaction.

Please note the following as a guideline for decision making regarding the acceptance of gifts, entertainment or gratuities:

- Employees cannot accept dinners, lunches, gifts beyond \$20 without notifying and approval from the company.
- Gifts, candies, treats that are sent to the office and that can be shared by the entire office are acceptable.

In closing, we know that our office is the recipient of many in-bound baskets of food, fruit, and candy and there may be times when returning a gift would be impractical or embarrassing. In those rare instances, accept the gift on behalf of the company, report it to your manager, and find a fair way to distribute the gift equally among the members of your department. You should immediately tell your manager about any gift you've been offered or received if you feel that gift might be a violation of our company's policy. If you have any questions about gifts and entertainment, you should seek assistance from the Human Resources Department.

2.10 Outside Employment

As your primary employer, NEST expects that you place the same high priority on your role with us as we do. Generally, you are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise NEST's interests or adversely affect job performance and your ability to fulfill all job responsibilities.

You are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If NEST determines that an employee's outside work interferes with your performance, you may be asked to terminate the outside employment.

Prior to engaging in any independent business or accepting any outside position (1) with a client, ISP, or competitor of NEST, (2) that may be directly or indirectly competitive with NEST, (3) that may be a conflict of interest or create an appearance of a conflict of interest with your present position at NEST, and/or (4) that may conflict or interfere with your commitment to or performance at NEST, you are required to discuss the situation with Human Resources. Failure to disclose outside employment may result in disciplinary action up to and including termination.

2.11 Sensitive Information & Identity Theft Policy

This policy applies to all Employees of our organization as well as Employees of clients, of contractors, of consultants, and of other workers at our company, including all personnel affiliated with any third party. NEST will make every reasonable effort to comply with all Federal Trade Commission guidelines to protect personal Employee, client, ISPs, and vendor information as well as federal and state regulations which includes but is not limited to FACTA, HIPAA, the Privacy Act, Gramm/Leach/Bliley, ID Theft Laws (where applicable). The risk to NEST, our Employees, our clients, our ISPs, and our vendors from data loss and identity theft is of significant concern to the company and can only be reduced through the combined efforts of everyone. As such, NEST will put into place reasonable guidelines in each area to secure confidential and personal information such information to include but is not limited to computer passwords, passwords for encrypted files, personal Social Security Numbers, date of birth of any individual, credit card numbers, credit card expiration dates, Tax ID Numbers of any businesses, maiden names of individuals, medical information on any person, etc. Any Employee who violates this Policy may be subject to disciplinary action, up to and including termination of employment. Additionally, any Employee or other person who violates this Policy may be held fully accountable both civilly and criminally for the misuse and mishandling of any confidential and personal information, which may include, but is not limited to, federal and state fines and criminal penalties, real or implied financial damage incurred by any client, Employee, ISP, or NEST.

2.12 Privacy Policy

All NEST Employees are hereby advised that NEST may, at any time, use various monitoring techniques including but not limited to GPS (Global Positioning System), tracking software, monitoring of non-personal phone calls and voicemail, video surveillance, Internet website tracking, monitoring of emails and text messages, etc. on hardware or software systems, vehicles, mobile devices, storage devices, etc. that are owned by NEST and/or which house NEST data. This includes use of company property during and outside of normal working hours. This policy not only extends to the premises of NEST, but also to client locations, roadways, ISP premises, vendor premises, conferences, and any other location where company-owned property may be located. As such, when using company property during or outside of normal working hours, an Employee does not have a reasonable expectation of privacy as NEST may at any time monitor an Employee's activity related to company-owned systems, devices, vehicles, etc.

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The purpose of this policy is to protect the legitimate business interests of NEST in the following two areas:

1. **During Working Hours** – The Company seeks to monitor security, corporate liability, travel times, routing, mileage reimbursement, communications, and any other activity that may contribute to the safe, efficient, and effective functioning of the organization.
2. **During Non-Working Hours** – The company's purpose of monitoring is to ensure that company-owned property is not used without permission and/or not involved in any non-work related activity that is inappropriate or unlawful. As such, if an Employee uses NEST property during non-working hours, he/she is hereby advised that NEST may monitor usage of that property at any time and that the inappropriate or unlawful use of that property may be cause for disciplinary action up to and including termination of employment.

Disclosure of any monitoring activity about an Employee by NEST will be limited to management personnel who either are directly or indirectly responsible for supervision of the Employee or to company personnel who are involved in the monitoring, creation, or implementation of this Privacy Policy.

2.13 Issue Resolution Procedure

NEST is committed to its Employees. We want to maintain and preserve the high-quality work environment we have developed. Unfortunately, even with all of these communication efforts, there may be occasions when problems and complaints arise. The important thing is that these problems and complaints be discussed so that they can be resolved. You are required to use the Issue Resolution Procedure to report any form of discrimination or workplace harassment. Any Employee who feels that NEST has failed to comply with this regulation or any local, state, or federal law(s) is required to address the issue through the Issue Resolution Procedure to ensure that NEST is properly notified of the issue and given a reasonable opportunity to respond.

All management personnel are willing and anxious to meet with you concerning any questions, problems, or suggestions you may have. Many issues can be resolved informally, but if they are not discussed timely, they may become more serious. If you have an issue, do not hesitate to talk with your Manager or the Human Resources Department. Our doors are open to you because without satisfied and loyal Employees, NEST will not be a success. For issues that cannot be handled on an informal basis, we have established the following procedure to enable a quick, fair and reasonable resolution for any Employee problems or issues:

Step 1. If you have an issue or complaint, take the matter up with your Manager. If your complaint is regarding your Manager, please refer the matter to the Human Resources Team.

Step 2. If no satisfactory resolution of the issue or complaint is reached in Step 1, communicate your issue or complaint to the Human Resources Team.

Step 3. If no satisfactory resolution is reached in Step 2, the issue or complaint should be communicated to a member of the Executive Management team.

Step 4. If no satisfactory resolution is reached in Step 3, the issue or complaint shall be communicated to the CEO, who will make a final and binding decision within ten (10) business days of completing the investigation.

In harassment situations, if your immediate Manager is the alleged harasser, you are encouraged to discuss the issue with Human Resources who will inform the CEO of NEST.

Our open-door approach to communication allows any Employee the opportunity to seek advice from Human Resources or the CEO of NEST at any point prior to or during this Issue Resolution Procedure. NEST and its representatives will endeavor to keep confidential the information obtained during an Issue Resolution Procedure. However, for certain issues that have legal ramifications for NEST and in order to do a thorough investigation, this cannot be guaranteed.

2.14 Non-Retaliation Policy & Whistleblower Protection

NEST encourages Employees and others employed with NEST to report suspected or actual occurrence(s) of illegal, unethical, or inappropriate events (behaviors or practices) without retribution.

NEST is committed to complying with all laws, rules, and regulations, including any federal and state Whistleblower Laws that protect Employees from retaliatory action of an employer or agent of an employer. NEST is also committed to providing a workplace conducive to open discussions of its policies and practices. As such, NEST requires Employees to use the Issues Resolution Procedure for making

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good-faith inquiries regarding (1) suspected violation of laws, rules, or regulations and conduct or practices that they think may be unethical or illegal, (2) disclosure of work-related misconduct, and/or (3) exercise of their rights and privileges as noted in this Employee Manual. In this regard, retaliation by anyone in management or anyone in a non-management position as a response to such good-faith inquiries, disclosures, or exercises constitutes a serious violation of NEST policy and may result in adverse disciplinary action up to and including termination of employment for the person(s) responsible for the retaliation.

As part of NEST's open-door approach to communication, any Employee who believes that he/she has been retaliated against in violation of this Non-Retaliation Policy & Whistleblower Protection statement is required to submit a written complaint to the Human Resources Department.

The notification on the following pages includes more information regarding Employee rights under New Jersey's Whistleblower Act.

NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT ("WHISTLEBLOWER ACT") NOTIFICATION

Employer retaliatory action; protected Employee actions; Employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an Employee because the Employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the Employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an Employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an Employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of or misrepresentation to, any shareholder, investor, client, patient, customer, Employee, former Employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the Employee reasonably believes may defraud any shareholder, investor, client, patient, customer, Employee, former Employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the Employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the Employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the Employee has brought the activity, policy or practice to the attention of a supervisor of the Employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the Employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the Employee fears physical harm as a result of the disclosure, provided that the situation is emergent in nature.

NEST has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: Jodie Morman, Vice-President of Human Resources

Address: 550 Crescent Blvd., Gloucester City, NJ 08030

Telephone: 856-432-3460

2.15 Compliance with Immigration Laws

NEST is committed to employing only United States citizens and aliens who are authorized to work in the United States. At the same time, NEST does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification I-9 Form and present documentation establishing identity and employment eligibility to Human Resources within three business days from date of hire. In some instances, employees may be required to recertify their eligibility to be employed.

Chapter 3: EMPLOYMENT STATUS AND RECORDS

3.1 Employment Classifications

You are assigned to a Position Classification as an Exempt or Non-exempt Employee, and as a regular full-time, regular part-time, temporary full-time, or temporary part-time Employee. When requesting employment statuses changes, the employee must discuss with Management and Human Resources for approval. Human Resources will not continuously change your employment status throughout the year without valid reason.

Exempt & Non-Exempt Employees

Each Employee is classified in an Overtime Classification as either "exempt" or "non-exempt." Federal and certain state laws require that certain types of jobs receive overtime pay for hours worked in excess of forty (40) hours per workweek (7 consecutive calendar days). Employees who are eligible for overtime pay are referred to as "non-exempt." Non-exempt Employees receive overtime pay for actual hours worked in excess of forty (40) hours per workweek or as required by federal and certain state law.

Exempt Employees are generally Executives, Managers, Administrative Employees, Professionals, Outside Sales Representatives, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by federal and any applicable state laws. If you are an exempt Employee, you will not be eligible for overtime pay when your work exceeds forty (40) hours in a workweek. Exempt Employees must be compensated on a salary basis at a rate of not less than \$455.00 per week.

Full-Time Employee

An Employee who works at least 40 hours per week is considered a full-time Employee. This Employee may be regular full-time or temporary full-time. Unless otherwise specified, the benefits described in this Employee Manual apply only to regular full-time Employees.

Part-Time Employee (32 to 39 Hours per Week)

An Employee who is assigned to a position that is designated to work **32 to 39 hours per week** is considered a part-time Employee with eligibility for certain benefits as noted in this Employee Manual. Unless a 32-39 hour part-time Employee is specifically granted a benefit as noted in this Employee Manual, the Employee is not eligible for that benefit unless it is required by state or federal law.

Part-Time Employee (less than <32 Hours per Week)

An Employee who is assigned to a position that is designated to work less than 32 hours per week is considered a part-time Employee without benefits. This less than <32 hour part-time Employee is not eligible for benefits described in this Employee Manual, except as granted on occasion, or to the extent required by provisions of state and federal laws. This Employee may be regular part-time or temporary part-time.

Regular Employee

Employees hired to work on a regular basis for an indefinite period of time are classified as "regular" Employees. Such Employees may be either full-time or part-time.

Temporary Employee (Seasonal)

NEST may hire Employees for specific periods of time or for the completion of a specific project that will be classified as "temporary." Temporary Employees are not eligible for benefits described in this Employee Manual, except as granted on occasion in writing or to the extent required by provision of state and federal laws. If a temporary Employee accepts employment with NEST as a regular full-time or part-time Employee immediately after his/her term as a temporary Employee, the Employee's official hire date will be the start date of regular full-time or part-time employment, not the start date of temporary employment.

Introductory Employees

All new and rehired Employees work on an introductory basis for the first 90 calendar days after their date of hire. The Introductory Period is intended to give new Employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. NEST uses this period to evaluate Employee capabilities, work habits and overall performance. In some, limited situations, the Introductory Period may be extended for an additional period of up to 90 days. The Introductory Period and any extensions of the Introductory Period do not change NEST's Employment-At-Will standing, and either the Employee or NEST may end the employment relationship at will at any time during or after the Introductory Period,

with or without cause or advance notice.

3.2 Criminal Background Verification

It is NEST's policy to perform pre-employment background and drug screening checks on final candidates for employment. The purpose of performing these checks is to determine and or confirm, within appropriate legal and professional limits, the qualifications and suitability of a job candidate for the particular position for which the candidate is being considered. It is important that NEST's business practices and company mission are supported by qualified Employees, with a safe and secure environment for all company Employees, clients, visitors and vendors. It is also important that NEST take meaningful actions to protect its funds, property, interests and other assets. The Policy will help ensure that employment related decisions utilizing pre-employment background checks are made in accordance with applicable law.

NEST will perform pre-employment background checks on all final candidates for employment. NEST complies with the federal Fair Credit Reporting Act (FCRA), similar state FCRA laws in the jurisdictions in which NEST does business, federal and state equal opportunity laws and all other applicable legal authority that affects the performing of pre-employment background checks. The results of a pre-employment background check are confidential and are to be shared with members of NEST on a strict "need to know" basis. This Policy does not limit NEST's right to hire, discipline or terminate. This Policy does not create a contract of employment. All employment is at will unless contract or law applies to the contrary.

NEST performs the following checks on candidates for employment and for current Employees of NEST who are seeking transfers, reassignments, and/or promotions (if necessary):

- **Authentication through E-Verify** - Validates the legitimacy of the applicant's Social Security number and name to help prevent false identity. The report may show prior addresses and other names (including maiden, alias, or aka's) associated with the applicant.
- **CBC Comprehensive Database Search** - CBC Comprehensive Database search simultaneously performs a multi-state criminal and sex offender registry search. The database is constantly updated with county and state level records.
- **County Criminal Record Search** - A nationwide network of thousands of court researchers can obtain criminal records from counties, municipal courts, federal districts and statewide repositories. Searches reveal, among other crimes, histories of sexual offenses and violence. Information revealed through this search can identify high-risk applicants, helping NEST prevent internal theft of its company assets, trade secrets and technologies.

NEST prohibits employment of any individual with the pending criminal charges and/or convictions that are within a reasonable time period and/or which may be job related. If a background search is returned reflecting criminal charges/convictions that may be job related, the individual will receive a letter from our vendor indicating the "Summary of Rights" FCRA, which clearly indicates the appeal process and allows the individual to discuss their background report. A record of criminal charges and/or conviction does not automatically disqualify an applicant from employment. If the individual provides supporting documentation indicating expunged or dismissal of charges a decision is made accordingly.

3.3 Drug and Alcohol Policy

Drug & Alcohol Free Workplace

NEST is committed to maintaining a drug-free workplace for the health, safety, and welfare of its Employees and visitors. For this reason, and in keeping with the spirit and intent of the Drug-free Workplace Act of 1988, it is our policy to take reasonable steps toward achieving this end, which includes but is not limited to prohibiting the use of alcohol or illegal drugs (ALL Drugs that could impair judgment including prescription medications) in the workplace, preventing individuals from working who are under the influence of alcohol or illegal drugs prohibiting the possession, sale or transfer of illegal drugs in the workplace, etc.

Drug & Alcohol Screening Policy:

Job Offer Drug Screening Program

Final candidates for all positions who are considered by management to be eligible for employment will undergo screening for the presence of illegal drugs and alcohol. Such applicants will be required to sign a consent agreement that will release NEST from liability and will be required to voluntarily submit to testing at a laboratory chosen by NEST. Any applicant with positive test results will not be offered at that time, but may initiate another inquiry for employment with NEST after six months. NEST will not discriminate against

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applicants for employment because of past abuse of drugs or alcohol. It is the current abuse of drugs or alcohol which prevents Employees from properly performing their jobs that NEST will not accept. Drug and/or alcohol screening will be conducted prior to any medical and/or physical exam is conducted.

Ongoing Employment Drug & Alcohol Screening Program

NEST explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics, illegal drugs, alcohol, or prescription medication without a prescription, on company premises, client premises, or while engaged in the performance of work for NEST.
- An Employee during work being impaired or under the influence of legal or illegal drugs or alcohol away from the company or client premises, if such impairment or influence adversely affects the Employee's work performance, the safety of the Employee, the safety of others, or puts the company at risk in any manner, as determined by NEST.
- The presence of any detectable amount of prohibited substances in the Employee's system while at work, while on the premises of NEST, while on the premises of a NEST client, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the Employee.

The company will conduct drug and/or alcohol testing for Employees under any of the following circumstances:

- **REASONABLE SUSPICION:** NEST may ask an Employee to submit to a drug or alcohol test at any time that a Manager or member of Human Resources suspects that an Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the Employee's person or in the Employee's vicinity, unusual conduct on the Employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, excessive and unexplained absenteeism or tardiness, etc. or any other basis for reasonable suspicion.
- **POST-ACCIDENT TESTING:** Any Employee involved in an on-the-job accident or injury or in an accident while driving a company vehicle may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any Employee who potentially contributed to the accident or injury event in any way. For certain positions where federal or state law requires testing following an accident, NEST will comply with the law.

NEST reserves the right to use disciplinary action up to and including immediate termination of employment of any Employee who fails any of the drug or alcohol screening tests or who fails to or refuses to participate in any drug or alcohol screening tests.

Controlled substances legally prescribed by a licensed physician, as well as certain other medications, can also influence performance and behavior. For this reason, employees should obtain from their physician information regarding any potential impairment which may be caused by such medications. Where impairment potential exists, the employee should inform Human Resources immediately.

3.4 Health Examinations

NEST reserves the right to require an Employee's participation in a health examination or a fitness for duty examination to determine the Employee's ability for performing his/her essential job functions at any time during employment. As such, this health exam shall be paid for by NEST.

3.5 References – Post-Employment & Current-Employment

While you are employed at NEST and/or after you leave our employment, the Human Resources Department will provide an employment reference to potential employers about you under the conditions listed below.

While you are employed by NEST, **DO NOT** under any circumstances respond to any verbal or written requests for information regarding another Employee or former Employee. Please forward all such requests to the Human Resources Department.

It is generally the position of NEST to respond to telephone or written requests for employment references by providing only the following information as follows:

- Dates of employment; and
- Titles of positions held (NOTE: Salary and certain other information will not be released in an employment reference. Salary will be verified for loan applications to financial institutions).

All requests from outside organizations for information about Employees should be forwarded to Human Resources. No one at NEST other than designated individuals within the Human Resources department, are authorized to release any information about past or present Employees to anyone outside the Company. Only written employment verifications will be processed by the Human Resources Department. For job reference requests on past or present Employees, requested information must include a written authorization from the Employee and Human Resources.

3.6 Access to Personnel Files

The Human Resources Department maintains Employee files that include information such as performance reviews, attendance records, promotion notices, salary history, etc. All records containing information relating to social security numbers, dates of birth, and other confidential information will be kept in a separate section of an Employee's file to which access is restricted to those individuals responsible for maintain the files and confidential senior management Employees. All health records relating to FMLA, HIPAA, GINA, or ADA will be kept in a separate, confidential section of an Employee's personnel file with access to the confidential section limited to personnel who maintain the files and personnel who are directly involved in any decision-making process regarding FMLA, HIPAA, GINA, or ADA.

Employees may review their file only in the presence of a representative of the Human Resources Department by making an appointment to do so. This request must be made in writing. Employees may take notes on information contained in their file and will only receive copies of documents that they have signed. In addition, Employees will not be permitted to see confidential recommendations and references which were submitted at the time of their employment.

If an Employee wishes to appeal material in their file, they will have to make a request in writing to the Human Resources Department and specify the material to be appealed and reason for the appeal.

3.7 Personal Data Changes

It is important that Employee records be complete, accurate and up to date, in order to provide you with correct pay and benefits. If there is any change in your status, such as, but not limited to, name, marital status, number of dependents, telephone number, address, beneficiary status, citizenship, emergency contact, etc., please notify the Human Resources Department in writing within 30 days of the change.

3.8 Employment Applications

All applicants under consideration for hire complete an application which recognizes an "Acknowledgement" for NEST to conduct both a verification of employment and reference checks. Misrepresentations, falsifications, or omissions discovered prior to and/or during employment may cause NEST to exclude a person from the hiring process or to terminate employment for an Employee. If employed by NEST, the Employment Application becomes a part of the Employee's personnel file.

3.9 Introductory Period

The Introductory Period is intended to give new Employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. NEST uses this period to evaluate Employee capabilities, work habits, and overall performance. Either the Employee or NEST may end the employment relationship at will at any time during or after the Introductory Period, with or without cause or advance notice.

All new and rehired Employees work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within NEST must complete a secondary Introductory Period of the same length with each reassignment to a new position. Any significant absence will automatically extend an Introductory Period by the length of the absence. If NEST determines that the designated Introductory Period does not allow sufficient time to thoroughly evaluate the Employee's performance, the Introductory Period may be extended for a specified period.

3.10 Break-In-Service

A Break-In-Service is defined as a discontinuation of employment for any reason with NEST that is for duration of thirty (30) day or more. A Break-In-Service occurs upon (1) a mutually agreed upon last day of work, (2) a date of discharge, (3) a date of layoff, (4) a last day of work if you failed to call in for 3 days, (5) the date you were scheduled to return from a company-approved leave of absence and did not return, (6) a date of retirement from NEST, (7) the date you failed to return from a Temporary Layoff, and (8) any other date after which you are no longer an active Employee of NEST. The only exception would be in situations where NEST issues a Temporary Layoff to an Employee and gives the Employee a written guarantee with a specific call-back date or a written Right to Recall or Right to Preferential Reemployment; otherwise all layoffs are permanent separations. If a person who had Break-In-Service returns to NEST, the Employee will be treated as a new Employee with regard to all terms and conditions of employment, barring any laws to the contrary such as ERISA, FMLA, ADA, etc.

3.11 Non-Compete and Non-Disclosure

As a condition of employment, all NEST Employees will be required to sign a confidentiality and non-compete agreement with NEST. Such agreements will be in addition to the general policy requirements of this policy manual and will be contractually binding.

3.12 Legal Documents

Any and all legal documents, contracts, and agreements that involve NEST must be approved and signed by the CEO or an Executive Manager. Once a document is signed and executed, it will be filed in the appropriate location. With appropriate approval, these documents will be made available immediately to anyone who needs them.

Chapter 4 – EMPLOYMENT PRACTICES

4.1 Job Descriptions

NEST makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes reporting status, principal objectives, key job responsibilities and duties, and a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, any certification required, and physical demands).

The Company maintains job descriptions to aid in orienting new Employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for Employee performance reviews, and establishing a basis for consideration of reasonable accommodations for individuals with disabilities that are not unduly burdensome.

The Human Resource department, along with the input from Management, prepares the job description when a new position is created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. Employees are expected to help ensure that the job descriptions are accurate and current, reflecting the work being done.

Job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. NEST reserves the right to add or subtract any duties from any job description at any time. Contact your Manager or Human Resources if you have any questions or concerns relative to your job description.

4.2 Posting Opportunity and Advancement Program

NEST is committed to assisting Employees to reach their professional goals through internal promotion and inter-company transfer opportunities. One of the tools the company makes available to Employees in managing their career is NEST's internal job posting process. This procedure enables current Employees to apply for any available position either before or at the same time the position is advertised outside of the company. NEST's philosophy is to promote from within whenever possible; however, there are business conditions that could cause a position to be filled without posting or to post the position while concurrently recruiting from the outside. Internal job opportunities are regularly posted through email distribution. An existing employee's application to an internal posting is not a guarantee of employment and/or preference for employment over other candidates.

To apply for an opening:

Step 1: Employees must meet the following eligibility requirements:

- You are a current, regular full- or part-time NEST Employee, with six or more months of continuous service and with satisfactory record of both performance and attendance.
- You have been in your current position for at least six months (NEST reserves the right to grant individual exceptions based on business needs).
- You have not had any formal discipline within the six month period preceding your internal application.
- You meet the qualifications listed for the position on the job posting and/or Job Description.

Step 2: Complete an Internal Professional Growth form.

Applications are available from Human Resources Department. Attach your resume, if you have one, to the completed application. The completed form (and any supporting documentation) must be submitted by the deadline specified by Human Resources in the posting.

Step 3: Submit the completed Internal Professional Growth Form to the Human Resource Department.

Step 4: Candidates who are qualified will participate in an initial interview with the Human Resource Team or Hiring Manager.

Finalists will participate in up to two additional interviews, with the Hiring Manager and a member of the Executive Team. The selected person will be notified by the Human Resources Department.

4.3 Employment Referrals

NEST rewards its Employees for referring qualified applicants for employment at NEST. If any Employee refers a candidate for an open position and the candidate is hired, the Employee is entitled to an award of \$250 after the new hire completes 6 months of continuous employment. To refer a person for a position, you will need to obtain a Referral form from Human Resources and return completed prior to the candidate's first day of employment and must be signed by both parties.

Referral of a part-time Employee working a minimum of 20 hours a week will be a \$125.00 reward after 6 months of continuous employment.

To receive payment, an Employee must be of active status at the time of payout. Payment will be made on the payroll date following the 6 month Anniversary.

4.4 Performance Development & Review Process

NEST encourages open communication between you and your Manager. To achieve this open communication, your Manager is encouraged to provide you with feedback, as needed, regarding your performance, behaviors, interpersonal skills and mannerisms, compliance with rules and policies, etc. When your performance, behaviors, interpersonal skills and mannerisms, compliance with rules and policies, etc. fall short of expectations, your Manager may discuss the issue(s) with you, identify the changes that need to occur in order for you to return to conformity with expectations, and your Manager may document the discussion. Your failure to

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respond to feedback that may be critical or corrective in nature and/or your failure to meet expectations may result in disciplinary action up to and including discharge from employment, based on factors such as frequency, importance, severity, etc. of the issue(s). This feedback process applies to all Employees who have completed their Introductory Period but excludes temporary Employees and Employees in their Introductory Period.

It is NEST's position that you must be able to effectively relate to other people beyond simply giving and receiving instructions. As such, we consider a consistently positive, cooperative, friendly, self-motivated, and courteous attitude to be essential characteristics for every Employee to exhibit.

While different positions have different primary areas of responsibility, we expect all Employees to "roll up their sleeves" and pitch-in as necessary in a spirit of cooperation in order to get jobs accomplished even if the tasks are not part of an Employee's primary area of responsibility.

Our open-door approach to communication allows any Employee the opportunity to confidentially seek advice from Human Resources, the CEO, or the Executive Team of NEST at any point during this feedback process.

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NEST Core Competencies

<i>EXECUTIVE</i>	<i>VICE PRESIDENT</i>	<i>DIRECTOR</i>
Lives NEST Values and Guiding Principles	Lives NEST Values and Guiding Principles	Lives NEST Values and Guiding Principles
Service Orientation (Lives “Five Basics”)	Service Orientation (Lives “Five Basics”)	Service Orientation (Lives “Five Basics”)
Practices Brand Personality Traits (Consultative, Pioneering, Passionate, Rigorous and Customer Focused)	Practices Brand Personality Traits (Consultative, Pioneering, Passionate, Rigorous and Customer Focused)	Practices Brand Personality Traits (Consultative, Pioneering, Passionate, Rigorous and Customer Focused)
Willingness, Work Ethic, & Initiative	Willingness, Work Ethic, & Initiative	Willingness, Work Ethic, & Initiative
Communication & Interpersonal Skills	Communication & Interpersonal Skills	Communication & Interpersonal Skills
Organization and Planning (Strategic)	Organization and Planning (Strategic)	Organization and Planning (Strategic)
Problem Solving and Decision Making	Problem Solving and Decision Making	Problem Solving and Decision Making
Leadership, Delegation	Leadership, Delegation	Leadership, Delegation
Talent Development	Talent Development	Talent Development
Product Expertise, Brand Knowledge	Product Expertise, Brand Knowledge	Product Expertise, Brand Knowledge
Strategic, Financial, and Tactical Acumen	Strategic, Financial, and Tactical Acumen	Strategic, Financial, and Tactical Acumen
Strategic Insight for Growth	Strategic Insight for Growth	Strategic Insight for Growth
Development of Corporate business objectives	Development of Corporate business objectives	
Builds and Strengthens Corporate Reputation, Product Development		
<i>DEPARTMENT MANAGER</i>	<i>SUPERVISOR/TEAM LEAD/SPECIALIST</i>	<i>ASSOCIATE/EMPLOYEE/TEAM MEMBER</i>
Lives NEST Values and Guiding Principles	Lives NEST Values and Guiding Principles	Lives NEST Values and Guiding Principles
Service Orientation (Lives “Five Basics”)	Service Orientation (Lives “Five Basics”)	Service Orientation (Lives “Five Basics”)
Practices Brand Personality Traits (Consultative, Pioneering, Passionate, Rigorous and Customer Focused)	Practices Brand Personality Traits (Consultative, Pioneering, Passionate, Rigorous and Customer Focused)	Practices Brand Personality Traits (Consultative, Pioneering, Passionate, Rigorous and Customer Focused)
Willingness, Work Ethic, & Initiative	Willingness, Work Ethic, & Initiative	Willingness, Work Ethic, & Initiative
Communication & Interpersonal Skills	Communication & Interpersonal Skills	Communication & Interpersonal Skills
Organization and Planning (Strategic)	Organization and Planning (Strategic)	Organization
Problem Solving and Decision Making	Problem Solving and Decision Making	Problem Solving
Leadership, Delegation	Leadership, Delegation	
Talent Development		
Product Expertise, Brand Knowledge		

Roles and Responsibilities

The Human Resources department serves as a resource to NEST’s Managers. Specifically, HR has several important roles and responsibilities:

- Communicate guidelines to help Managers to understand all aspects of the compensation program.
- Provide guidance, perspective and support to enable Managers to make appropriate decisions.

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- Review compensation decisions to identify and address any significant variations in practices both within and amongst departments.

Managers play a critical role in managing the compensation program because they are expected to make pay recommendations and will be the first line of communication with Employees. Managers are responsible and accountable for the following:

- Establishing and maintaining equitable pay practices within their areas of responsibility.
- Distributing performance-based pay increases, consistent with NEST's compensation philosophy, budget constraints and approval processes.
- Using HR as a resource to ensure appropriateness of decisions and consistency with pay guidelines.

Compensation Structure

NEST's compensation structure comprises six position levels (Executive, Vice-President, Director, Manager, Supervisor, and Employee/Team Members) that define distinct roles/responsibilities and corresponding pay bands. This approach has many benefits for all NEST Employees:

- Allows rewards to be aligned with actual responsibility.
- Supports career development by recognizing advancement within a position or job level, as well as to a position of higher responsibility.
- Simplifies the process of managing pay.

Performance-based Increases

NEST's philosophy is to reward Employees for their contribution. The most common way Managers can do this is through NEST's Performance Review Process resulting performance-based increases. Each year, a budget is developed that establishes the total amount of money available for performance-based increases. While the budget is expressed as a percent of payroll, it is important that Managers not simply apply this percentage across the board. Performance-based increases are not entitlements. The increases should be aligned with each individual Employee's level of performance. A careful and thorough assessment of individual's performance through the performance review process should be conducted before an increase is recommended. Consistently high performers should be rewarded more generously than average performers. Poor performers should receive a smaller increase or, potentially, no increase at all. The Manager is responsible for working with their Employees to improve performance. The Human Resources department is available to assist with the performance evaluation process and in developing appropriate pay recommendations.

Annual Salary Increases

NEST has established common review dates (Sales and Client Services in January, Human Resources, Office Support, IT, Finance and QA/Projects Departments in April, and Operations/Compliance Departments in October). Salary increases (if and when they are given) will be prorated based on date of hire, date of promotion, and last salary increase. Employees who have been employed for more than a year prior to the effective salary increase date may be given a full annualized increase, unless they have had any "Discretionary" or promotional pay increases within the preceding 12 months. Employees who have been employed for less than a year may receive a monthly pro-rated amount. Employees need to work the entire month to receive credit towards the proration. Notwithstanding, any annual salary increases are given at the sole discretion of the Company. The Company reserves the right to decrease compensation at any time in its discretion.

Proration Chart for Sales Department (January) review dates:

Date of Hire, Promotion or Discretionary Pay Increase	December January	February March	April May	June July	August September	October November
Proration %	100% (No proration)	80%	60%	40%	20%	No Increase until next review date

Proration Chart for Human Resources, Office Support, IT, Finance and QA/Projects Department (April) review dates:

Date of Hire, Promotion or Discretionary Pay Increase	March April	May June	July August	September October	November December	January February
Proration %	100% (No proration)	80%	60%	40%	20%	No Increase until next review date

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Proration Chart for Operations and Compliance Departments (October) review dates:

Date of Hire, Promotion or Discretionary Pay Increase	September October	November December	January February	March April	May June	July August
Proration %	100% (No proration)	80%	60%	40%	20%	No Increase until next review date

Discretionary Pay Increases

Discretionary increases in base pay are performance-based increases that occur outside the annual Performance Review Process. Only Executives have the authority to grant discretionary pay increases. Employees that receive an interim pay increase (outside the annual review cycle) will have their next financial increase pro-rated according to NEST's published Proration Chart (see above). Managers are encouraged to conduct interim performance reviews to document the performance that led to the granting of a discretionary pay increase and file that document with the Human Resources Department.

Performance Review Process

The Performance Review Process provides a means for discussing, planning and reviewing the performance of each Employee. The review is a comparison of the expectations set in NEST's Value Statement, defined position-level Core Competencies and in the Job Description and evaluates how the Employee has met those expectations. NEST utilizes performance reviews to:

- Align Employee performance with individual, department and NEST goals.
- Help Employees set goals for future growth and development.
- Provide a fair basis for awarding compensation based on performance/merit.

There are two types of reviews:

- Introductory – generally administered at 30-60-90 day intervals during a newly promoted or hired Employee's "Introductory Period". There is no financial consideration given, rather focus is on assimilation to new role/responsibility.
- Annual/Common – Performance Appraisals are conducted on an annual cycle (Sales and Client Services in January, Human Resources, IT, QA/Projects & Finance Department in April, and Operations and Compliance Departments in October). Employees will generally receive a performance review on/near the established common review date each year. When provided, a merit increase may accompany a performance review if the Employee's performance warrants (Performance-based increases). Merit increases are not guaranteed and are based on NEST's compensation philosophy, budget constraints and company performance.

4.5 Training

NEST supports and promotes education within the workplace. Training within a corporate setting is important for all Employees, as it allows you to become highly skilled in the industry, provides you with improved job opportunities, and allows you to gain practical skills that can be used outside of the workplace as well as within. Training is directed at aligning Employees with our organizational objectives while aiming to enhance your confidence through empowerment and effective resources. Continued education is necessary for professional development and aligns with our Company Value Statement by teaching and promoting exceptional Performance, Teamwork, Respect, and Integrity. In order for NEST to grow revenues and assets, it is crucial that our Employees grow along with the company itself.

In order to enhance and refine current skills, as well as learn and develop new skills, you may be required to attend training programs to further your knowledge of the industry. NEST will cover the usual costs to attend any mandated external trainings; please bring to the attention of your supervisor courses that you believe would improve your job skills and we will try to accommodate your requests. Internal trainings will be made available to all Employees during their normal shifts—some will be mandatory and others voluntary. There may be instances where training is scheduled outside of your regular work shift; requests should be made as far in advance as possible should you not be able to attend.

Paired with continued education is the Individual Development Plan (IDP). IDPs are used as a tool to help facilitate Employee development through measurable objectives with a focus on NEST's Core Competencies. IDPs are designed to track and monitor Employee progress through tangible evidence and provide a tool to measure growth and development. An IDP requires a commitment between the Employee and that Employee's manager(s) as the plan will drive accountability, create new responsibilities, and encourage feedback from both participants. IDPs are opportunities for supervisors to gain a better understanding of their Employees'

professional goals, strengths, and development needs while the Employee gains new knowledge that aids in more efficient work output. Individual Development Planning benefits the organization and personnel by aligning Employee training and development efforts with the company's mission, vision, and values.

Chapter 5 – TIMEKEEPING AND PAYROLL

5.1 Payroll Workweek & Pay Period

The NEST payroll workweek is a seven (7) consecutive calendar day period that begins on a Monday at 12:01 AM and ends seven (7) days later on Sunday at 12:00 Midnight. As such, any Employee punching-in or recording time on or after 12:01 AM on a Sunday will be recording hours for the new workweek. The Pay Period is a fourteen (14) consecutive day period encompassing 2 consecutive workweeks.

5.2 Payroll Workday

For a non-exempt Employee, a payroll workday normally consists of scheduled hours of working time, not counting an unpaid meal break. Your particular days and hours of work and the scheduling of your meal period will be assigned by your Manager. Should you have any questions concerning your work schedule, please ask your Manager. A normal day or normal workday is considered to be your scheduled non-overtime hours for a specific day.

5.3 Payday & Pay Cycle

Our payroll is on an every-other-week schedule of normally 26 pays per year. Payday is normally the Friday after the end of the Pay Period for employment services performed during the Pay Period. Changes to the Payday will be made and announced in advance whenever holidays or closings interfere with the normal Payday.

5.4 Time Off – Rest Breaks

In most cases, NEST provides two (2) official paid rest breaks during the workday. An Employee is eligible to take one paid fifteen (15) minute rest break for every (4) work hours per scheduled shift. Please note: If the break exceeds 15 minutes, no time will be paid for this rest period.

Full time Employees may take a paid fifteen minute rest break during the first half of his/her workday and a paid fifteen (15) minute rest break during the second half of his/her workday. Non-exempt Employees are required to clock out and back in for such breaks.

All other breaks from a work area are prohibited unless specifically approved by a Manager. The Employee is free to take these breaks or not take the breaks. However, if an Employee does not take a break when allowed, he/she will not be allowed: to come in late, to leave early, to take an extended meal break, to carryover the break time to another time or day, or to receive pay for the break time not taken.

5.5 Time Records for Non-Exempt Employees

Each Employee is responsible for accurately clocking-in and clocking-out of your computer to accurately record your time throughout the day. Employees must clock in and out for arrival, departure and lunch breaks in addition to the 15 minute breaks as mentioned above.

Time recorded as hours worked will be paid for non-exempt Employees in completed 15-minute increments.

5.6 Overtime Guideline

An Employee in the Overtime Classification of “non-exempt” will be eligible to receive overtime pay for hours actually worked over forty (40) hours in a specific workweek as mandated by federal law or in segments less than forty (40) hours in accordance with any

applicable state regulations. Paid Non-Worked Hours such as holidays, jury duty, vacation, sick time, or other paid days off are not counted as hours actually worked for the purpose of computing eligibility for overtime pay beyond forty (40) hours. The hours for computing overtime only include the hours actually worked in a given workweek.

An Employee must work 8 out of the 15 minutes in that 15-minute period in order to be eligible to receive over time compensation for that the time worked outside of the Employees schedule work week.

All overtime must be approved in advance by your Manager. If you work overtime hours that were not approved, NEST is required to pay the time but your Manager may initiate disciplinary action.

Depending on business needs, the managers may designate mandatory overtime. This overtime will be required, and the department manager must approve any excused absences in advance. If an Employee is absent when scheduled for mandatory overtime, whether he or she calls in or not, he or she may be subject to disciplinary action.

Chapter 6 – EMPLOYEE BENEFIT PROGRAMS

6.1 Insurance & Other Coverage

The following group insurance and other benefits are provided, as defined and limited in the literature provided by our insurance companies:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Supplemental Insurance
- 401(k)

A brief summary of these insurance and other benefits are set forth below. However to the extent that there are any inconsistencies between the summary below and the terms of the plan documents, the terms of the plan documents will control and are available from Human Resources.

Health Insurance

For a full-time Employee or an employee working 30 hours per week, Health Insurance coverage starts on the first of the month following thirty (30) days of employment. Even though the insurance coverage does not begin until the first of the month following thirty (30) days of employment, an interested and eligible Employee must sign up for the insurance within thirty (30) days of his/her date of hire or wait until the next annual open enrollment period.

For a Life Event such as marriage, birth of a child, adoption, spouse loses his/her job, etc., an Employee has 30 days from the date of the Life Event to add, delete, and/or modify his/her insurance coverage. If this addition, deletion, and/or modification does not take place within 30 days from the date of the Life Event, we are obligated through our Insurance Contract to require you to wait until the next Group Open Enrollment of the insurance plan before making any change to your coverage.

Dental Insurance

For a full-time Employee, the Dental Insurance coverage starts on the first of the month following thirty (30) days of employment. Even though the insurance coverage does not begin until the first of the month following thirty (30) days of employment, an interested and eligible Employee must sign up for the insurance within thirty (30) days of his/her date of hire or wait until the next annual open enrollment period.

For a Life Event such as marriage, birth of a child, adoption, spouse loses his/her job, etc., an Employee has 30 days from the date of the Life Event to add, delete, and/or modify his/her insurance coverage. If this addition deletion, and/or modification does not take place within 30 days from the date of the Life Event, we are obligated through our Insurance Contract to require you to wait until the next Group Open Enrollment of the insurance plan before making any change to your coverage.

Supplemental Insurance

NEST allows Employees to voluntarily purchase through payroll deduction certain supplemental insurance products. NEST does not

endorse or recommend any supplemental insurance product offered through this voluntary program.

401K

NEST is committed to the future of its Employees. Sooner or later, you're going to need savings to supplement your retirement income. Achieving financial security for your future is not just a matter of how much you earn, but more importantly how you prepare for your future.

Our ADP Safe Harbor Matching Contribution for the Plan Year that begins January 1, 2019 and ends December 31, 2019 will be an amount equal to the sum of (1) 100% of each eligible Participant's Elective Deferrals (including "catch-up contributions") that do not exceed 3% of Compensation for the Plan Year, plus (2) 50% of each eligible Participant's Elective Deferrals (including "catch-up contributions") that exceed 3% of Compensation for the Plan Year but do not exceed 5% percent of Compensation for the Plan Year. Safe harbor matching contributions will be made on a payroll-by payroll basis.

In order to participate in the plan, Employees must have completed 3 months of service. You will receive credit for one month of service for each month in which you complete one hour of service. An hour of service is any hour for which you are paid or are entitled to payment. If you are absent from employment because of qualified military service, your military service will count as service for purposes of meeting the Plan's eligibility requirements.

The Plan has several features that allow you to tailor it to your own personal needs. You decide whether or not you want to make Elective deferrals from 1% to 86% of your eligible earnings. You decide how all contributions attributable to your total Account balance are to be vested.

Plan summaries are available from the Company Benefits Administrator in the Human Resource Department.

6.2 New Jersey Temporary Disability Insurance (NJTDI)

This NJTDI insurance applies only to Employees who work in New Jersey. The State of New Jersey mandates that all employers in the State pay into the NJTDI program. As such, NEST Employees who work in NJ are eligible for this NJTDI program that is administered by the State of New Jersey. For complete information about this program, please view the website for the State of New Jersey Department of Labor and Workforce Development at <http://lwd.dol.state.nj.us/labor/index.html> and click on Temporary Disability.

6.3 Paid Time Off (PTO)

NEST will always try to let you use your Vacation and Personal Days as desired, but Vacation and Personal Days cannot interfere with the company's operation. Therefore, Vacation and Personal Days must be pre-approved by your Manager according to any guidelines established by the Management. It is your responsibility to keep track of Vacation and Personal Days not used. All requests must be made in the payroll system.

Paid Time Off is accrued monthly each calendar year, and is based on date of hire, promotion, status change, etc. An Employee must work an entire calendar month to be eligible for that month's accrual.

NEST will pre-load the Employee's Vacation and Personal (PTO Banks) at the beginning of the calendar year, but in the event that an Employee leaves employment with NEST before having fully accrued the hours, the advanced hours will be deducted from the final paycheck.

Other Employees are not permitted to transfer or allocate their Vacation and Personal Days to you.

Paid Time Off is paid on the normal pay schedule. Vacation pay is based on the Employee's salary or hourly rate in effect at the time the Vacation is taken.

Paid Time Off is not counted as hours worked for purposes of calculating overtime.

We will require employees to use their PTO within different quarters of the year – For example: if an employee has 3 or more weeks – they should use within the following time frame:

- Week #1 – January – April

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- Week #2 – May – August
- Week #3 – September – December

Holidays During A Vacation

If a regularly observed company holiday falls within the Employee's Vacation or Personal period and on a day which the Employee is normally scheduled to work, the Employee will not be charged a Vacation day for the holiday.

Vacation Time

As a new full-time Employee, you must complete the Introductory Period before you are eligible to use any available or accrued Vacation days. All Vacation time must be used by December 31. Unused Vacation hours do not carry over from year to year.

- As a non-exempt full-time Employee during your first Calendar Year, you will accrue Vacation hours monthly at a maximum of 40 hours per calendar year (3.33 hours per month).
- As an exempt full-time Employee during your first Calendar Year, you will accrue Vacation hours monthly at a maximum of 80 hours per calendar year (6.66 hours per month).
- After a completion of 2 full calendar years, a non-exempt full-time Employee will accrue Vacation hours monthly at a maximum of 80 hours per calendar year (6.66 hours per month). *If the anniversary falls after January 1st, the bank will be loaded with additional prorated time by the following pay date after completion of anniversary.*
- After a completion of 5 full calendar years, a full-time Employee will accrue Vacation hours monthly at a maximum of 120 hours per calendar year (10 hours per month). *If the anniversary falls after January 1st, the bank will be loaded with additional prorated time by the following pay date after completion of anniversary.*
- After a completion of 15 or more full calendar years, a full time Employee will receive additional paid days off (Vacation) to be used at the end of the calendar year. These additional days will be given based on the number of the Employee's scheduled work days that fall between the following dates and must be used on the scheduled work days between the following dates: December 26th through December 31st.

As a new part-time (32-39 hour per week) Employee, you must complete the Introductory Period before you are eligible to use any available accrued Vacation days. All Vacation time must be used by December 31.

- A part-time 32-39 hour Employee will be entitled to 50% of the Vacation noted above.

If you provide at least 2 weeks' notice of your resignation of employment and meet the criteria in the section "Ending of Employment," NEST will pay you for your unused Vacation hours via NEST's normal payroll process. If you are laid-off, NEST will pay you for your unused Vacation hours via NEST's normal payroll process. If you are terminated, any unused vacation hours are forfeited and NEST will not pay you for any unused Vacation hours.

Unused Vacation hours will not be paid in lieu of time off.

Personal Time

As a new full-time Employee, you must complete the Introductory Period before you are eligible to use any available or accrued Personal days. All Personal time must be used by December 31. As a full-time Employee you will accrue Personal hours monthly, at a maximum of 32 hours per calendar year (2.66 hours per month). All requests must be requested through the payroll system.

As a new part-time (32-39 hour per week) Employee, you must complete the Introductory Period before you are eligible to use any available accrued Personal days. All Personal time must be used by December 31. Unused Personal time does not carry over from year to year.

- A part-time 32-39 hour Employee will be entitled to 50% of the Personal hours noted above.
- Must submit Time Off requests before any unpaid time off practices can be reviewed.

Upon voluntary or involuntary termination, any unused personal days are forfeited and NEST will not pay you for any unused Personal Days.

Unused Vacation hours will not be paid in lieu of time off.

Sick Time

NEST will provide paid Sick Leave hours for its full-time and part-time Employees, subject to the conditions set forth in this Section. Employees will be required to use Sick Leave for an unscheduled absence. Making up time (hours) is only an option when the business need warrants this action. Other Employees are not permitted to transfer or allocate their Sick Leave hours to you. If you do not have

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Sick Leave hours available for any illness/injury, you may be permitted to take days off without pay. **At NEST's sole discretion, an Employee may use accrued/credited Vacation hours and Personal hours during periods of illness or disability if sick leave is not available.**

- **Full-Time Employees.** NEST's Sick Leave policy for regular full-time Employees provides for accrual of Sick Leave hours for each completed month of service at the rate of 8 Sick Leave hours per month, with a maximum accrual of 40 Sick Leave hours per calendar year. A full-time Employee is defined in Section 3.1 as any Employee who works 40 or more hours per week. **At NEST's sole discretion, full-time employees may receive their annual allotment of 40 Sick Leave hours on January 1 of each Calendar Year.**

Full-time Employees may carry over unused Sick Leave hours from year to year, with a maximum accumulation of 200 hours (160 hours carry over and 40 hours accrued). Full-time Employees shall not accrue any Sick Leave hours beyond 200 hours, and will not accrue any additional Sick Leave hours until and unless the Employee's accrued Sick Leave bank falls below 200 hours.

- **Part-Time Employees (32 -39 Hours per week); until October 29, 2018.** NEST's current policy for part-time 32-39 hour Employees provides for accrual of Sick Leave hours at the rate of 1.666 Sick Leave hours per month to a maximum accrual of twenty (20) Sick Leave hours per calendar year. **This policy shall become void on October 29, 2018. Beginning on October 29, 2018, all part-time Employees, as defined in Section 3.1, shall be subject to the requirements of the New Jersey Paid Sick Leave Act.**
- **All Part-Time Employees; Effective October 29, 2018.** Effective October 29, 2018, eligible part-time Employees (any employee working less than 40 hours per week) shall begin accruing paid sick leave in accordance with the New Jersey Paid Sick Leave Act (Act). **Under the Act, an employee may accrue up to forty (40) hours of sick time leave at a rate of one (1) hour for every thirty (30) hours worked.**

Part-time Employees who have accrued and unused Sick Leave hours as of October 29, 2018 will not lose any accrued sick leave, and will continue to accrue Sick Leave hours in accordance with the Act, up to a maximum of 40 Sick Leave hours per year. Sick Leave hours that were accrued prior to October 29, 2018 may be carried over year-to-year until exhausted.

Part-time employees who are employed with NEST on October 29, 2018 – but have not accrued any Sick Leave hours as of October 29, 2018 – will begin accruing Sick Leave under the Act on October 29, 2018. For those employees, accrued Sick Leave may be used on the 120th day following October 29, 2018.

Individuals who are hired by NEST after October 29, 2018 will begin accruing sick leave on their first day of work. Those employees may begin using Sick Leave accrued under the Act on the 120th day following their first day of work. Part-time Employees may carry over from year to year a maximum of 40 Sick Leave hours (not including Sick Leave hours accrued prior to October 29, 2018, which may be carried over year-to-year until exhausted). Part-time employees with 40 or more accrued Sick Leave hours will not accrue any additional Sick Leave hours until and unless the Employee's accrued Sick Leave bank falls below 40 hours.

- **Permitted Use of Sick Leave.** Sick Leave hours can be used for the following reasons: (a) an Employee's personal illness/injury; (b) preventative medical care; (c) aiding or caring for the Employee's family member who is ill, injured, or receiving preventative medical care; (d) absences due to the Employee or the Employee's family member being a victim of domestic or sexual violence; (e) closure of NEST or the school or place of care of the Employee's child because of an epidemic or public health emergency; and time needed by the Employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education. **At NEST's sole discretion, Sick Leave hours may be used for other reasons not included in this paragraph.**
- **Physician Verification.** NEST reserves the right to request documentation from your physician or a physician selected by NEST to verify that any Sick Leave taken on three (3) or more consecutive days is being taken for the permissible reasons in the above Paragraph. NEST further reserves the right to request documentation from your physician or a physician selected by NEST to verify that you can return to full duties following an illness or injury. NEST also may require you to be examined by a physician selected by NEST to confirm that you are able to return to work and safely perform the essential functions of your position after any period away from work due to illness or injury.

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If you develop an illness or physical condition that requires work restrictions and/or precautions, you will be required to submit a physician's statement. This statement must give an approval that continued employment in your present position will not jeopardize your health or safety or the health or safety of others.

Full-time and/or part-time employees shall not be entitled to any monetary compensation for unused Sick Leave, whether accrued pursuant to the Act or any other NEST policy. Unused Sick Leave hours will not be paid in lieu of time off or upon voluntary or involuntary termination, regardless of whether the leave is accrued under the Act or other policy. Upon voluntary or involuntary termination, any unused Sick Leave, regardless of how it is accrued, shall be forfeited and NEST will not pay you for any unused Sick Leave.

Employees who are provided with more Sick Leave than they would otherwise be entitled to under the Act – whether pursuant to this Section or a separate Agreement – shall not accrue any additional sick leave under the Act and shall not be subject to the Act's requirements.

Scheduling Time Off

All Employees eligible for vacation request must submit through payroll system to their manager thirty (30) days in advance. All Vacations should be scheduled as early as possible. However, the company retains the right to reschedule Vacations as necessary based on business needs. It is the discretion of the manager to approve and disapprove any Vacation requests. An Employee may use accrued/credited Vacation hours during periods of leave due to illness or disability.

All Employees eligible for Personal time must submit an Absence Request through the payroll system to their manager (14) days in advance.

All Employees eligible for Sick Time may submit a Sick Time Absence Request through the payroll system to their manager for prescheduled doctor appointments or procedures in advance if a Doctor's Notice is received by the next business day after the Employee's return from work. In addition, Employee must call out at least 1 hour prior to the start of shift to notify of absence both to their Manager and the HR Hotline.

When entering time off, time may not be approved immediately as Management will go through an approval process on the backend to ensure that the company is staffed appropriately and according to business needs. Please keep in mind that each department may have an additional departmental process in place that must be followed accordingly.

Keep in mind, each department will have blackout dates (listed below, but not limited to) that will be taken into consideration during the approval process along with department PTO thresholds.

They are as follows:

- **Cleaning** – April – June and August – October
- **Trade** – January and July
- **Compliance** – May and June, additionally based on projects
- **HR/Training** – Based on company needs – event specific
- **Sales/CSO** – March – May - Trade Show Season
- **Accounting** – Billing days – business demands
- **MIS** – based business demands
- **Projects/QA** – based business demands

6.4 Holidays

A regular Full-Time and Part-Time Employee (32-39 hour per week, non-exempt) must complete 30 days of employment to be eligible for holiday pay. Based on business necessity, Employees may be required to work on a holiday or observed holiday. Full-Time and Part-Time Employees (32-39 hours per week), non-exempt Employees are eligible for paid holidays; Part-Time Employees (Under 32 hours per week) and temporary Employees are not eligible for paid holidays, (unless otherwise required by law). Exempt Employees are eligible for holiday pay upon employment.

To receive holiday pay, all eligible Employees must be normally scheduled to work the day on which the holiday falls and must work

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both their scheduled days before and after their designated/approved holiday observance day.

NEST will observe the following holidays:

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

**Please note – if any Holiday falls on a Saturday or Sunday, the Holiday will be recognized on either the Friday before or Monday after based on the business needs of the company. While we are a company who operates 24/7/365, it is imperative that we are operational to support our client's needs. The office is physically closed only on Thanksgiving and Christmas, and will remain open for Operational support on all other Holidays.*

If a Holiday occurs during your scheduled vacation, you are eligible for the Holiday pay and it will be recorded as a Holiday pay. If a Holiday falls during a Leave of Absence, you will not be paid for the Holiday.

Non-Exempt Employees required to work on a Holiday will receive their respected Holiday pay in addition to actual hours worked. Both Full-time and Part-time Employees (32–39 hours per week) are eligible for Holiday pay based on hours worked on the given holiday. The final decision for observing the holiday will be based on management discretion, business needs, and tenure.

Use of more than a half day of paid or unpaid sick time, whether approved or unapproved, the day before, the day of, or the day after a Holiday forfeits Holiday pay, unless the absence qualifies as a protected leave (i.e., using paid vacation while on FMLA). For example, if an Employee is scheduled to work eight (8) hours the day before the holiday and uses five (5) hours of paid or unpaid sick time, he/she will forfeit Holiday pay.

Full-Time Employees receive Holiday pay for the number of hours they work or would have work on each of the company Holidays (as listed above) based on straight time rate of pay. For example, if an Employee is scheduled for a ten (10) hour shift the Employee will be paid for 10 hours of Holiday Pay. Part-time Employees (32-39 hours per week) received ½ of scheduled shift hours of Holiday pay. Holidays are not counted as hours worked for purposes of calculating overtime.

6.5 Perfect Attendance

Any full-time Employee who has not used any Sick Days or called out through the HR Hotline during a calendar year will receive one extra Personal Day in the following year and a monetary award determined by Human Resources. Employees may use all their Vacation time and/or Personal time and it will not affect the perfect attendance policy.

6.6 Bereavement Benefit

When a death occurs in an Employee's family, the grieving employee should contact either their supervisor or the HR department with information about the days he/she needs to be off work. Time off from work is for handling funeral arrangements and attending funeral and memorial services. The company reserves the right to request documentation, such as an obituary or funeral program, as proof of the death.

All regular (full-time) Employees must complete 90 days of employment to be eligible for the Bereavement Benefit.

NEST provides time as follows:

In the event of the death of the spouse or domestic partner, children, parents, siblings, mother- and father-in-law, stepparents, stepchildren and step-siblings, NEST provides **(3)** three days off with regular rate of pay.

In the event of extended family member death the company provides **(1)** one day of paid time off. Extended family includes; aunt,

uncle, grandparents or grandparents-in-law, grandchildren, brother- and sister-in-law, and daughter- or son-in-law.

Additional Time Off

NEST understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The Employee may make arrangements with his or her Manager for an additional four unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

6.7 Jury Duty

NEST encourages you to fulfill your civic responsibilities by serving on Jury Duty if you receive a summons. A full-time non-exempt Employee will be allowed time off with pay for 1 day to participate in Jury Duty Service. A part-time 32-39-hour non-exempt Employee will be allowed time off with pay for ½ day to participate in Jury Duty Service. An Employee can use any credited vacation or personal days to make-up for any lost workdays while serving on a jury.

For any full weeks that an exempt Employee is away from work, he/she may use credited vacation or personal days to make-up for any lost workdays or take the time off without pay.

If you get a Jury Duty Summons, deliver a copy to your Manager as soon as possible. This will help us plan for your possible absence from work. For Jury Duty that extends beyond a full calendar month, NEST will continue to provide health and dental insurance benefits at the same premium rates and on the same prorated basis as if you were working for the duration of the Jury Duty and provide other insurance benefits subject to the terms, conditions and limitations of the applicable plans. The Employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the pay date which the premium would have been deducted and must be continued for each pay date throughout the time away from work. If the payment is more than 3 days late, the Employee's health care coverage may be dropped for the duration. The company will provide 15 days' notification prior to the Employee's loss of coverage.

6.8 Tuition Reimbursement

NEST recognizes the importance of maintaining, developing, and extending your skills. As such, we provide the following college tuition reimbursement for courses receiving written approval from Human Resources prior to enrolling for Employees who are full-time and part-time 32-39 hours per week and who have completed one (1) year of employment:

- Up to \$125.00 per credit for a grade of B or better for college coursework toward a Bachelor's Degree related to your job.
- Up to \$125.00 per credit for a grade of B or better for any college course directly related to your job.

Written approval can be obtained by requesting and completing a Request for Tuition Reimbursement form from the Human Resource Department. A Request for Tuition Reimbursement form must be submitted prior to the start of course.

You are responsible for travel, fees, books, and other materials associated with the coursework. You will be reimbursed for tuition after proof of payment and after a copy of the letter grade are provided to Human Resources. Reimbursement will be made six (6) months after completing a course provided you are still employed. Proof of completion of a course must be provided to Human Resources within sixty (60) days of the end of the course otherwise reimbursement will not be provided. The maximum amount available for tuition reimbursement is \$3,000.00 per calendar year for a full time Employee and \$1,500 per year for a part-time 32-39-hour Employee.

6.9 Workers' Compensation

All Employees are automatically covered for Workers' Compensation (WC) benefits immediately upon employment. WC covers work-related injuries or illnesses. WC insurance pays certain medical bills and provides a certain amount of lost wages based on a state regulated formula that is applied to an Employee's compensation.

All injuries or illnesses must be reported to your Manager immediately or within twenty-four (24) hours of the incident. Your Manager will contact the Human Resources Department to begin processing the paperwork with the NEST WC Insurance Carrier. If you are involved in a work-related incident, you and any observers will be required to complete an incident report.

In an effort to prevent injury or illness to you and others, you are requested to report all potentially unsafe, hazardous, and/or dangerous situations to your immediate Manager that may result in injury or illness to coworkers, clients, visitors, ISPs, vendors, and/or the public at large.

Chapter 7- LEAVE OF ABSENCE POLICIES

7.1 Leave of Absence Policy

Policy Summary

NEST considers requests for leaves of absence in accordance with applicable laws and the company's leave policies. A leave is required when an absence will exceed five (5) consecutively scheduled working days. Once you request leave, the Human Resources Department will let you know if your leave request is granted or denied. NEST may grant a leave of absence (LOA) in accordance with the following policies/laws:

- Family and Medical Leave Act (FMLA)
- New Jersey Family Leave Act (NJFLA)
- Military Leave of Absence (USERRA)
- Personal Leave of Absence
- Workers' Compensation
- Other leaves mandated by state or local law

Responsibilities

Complete a *Leave of Absence Request Form* as soon as you become aware of the need for the leave. If your leave is granted, you must comply with all applicable terms and conditions. Failure to give proper notice for a foreseeable leave may result in the denial or delay of FMLA or NJFLA leave or coverage.

Concurrent Leaves of Absence

It is possible for an Employee to be covered under multiple leaves of absences. In such instances, NEST shall run any applicable leaves concurrently where permitted to do so by law. **Return to Work**

Human Resources will consider each Employee's situation individually. Depending on your particular job or other business requirements, your department may hire a replacement while you are out on leave. Unless your leave is covered by the Family and Medical Leave Act (FMLA) or other legal state equivalent, such as the NJFLA, there is no guarantee that you're same or an equivalent position at NEST will be available when you return to work.

NEST does not allow an Employee to return to temporary light duty due to physical limitations except in cases of:

- Workers' compensation leaves of absence
- Employees in office positions with routine manager oversight

If the Employee has a disability covered under the Americans with Disabilities Act or the New Jersey Law Against Discrimination, the company will evaluate his/her ability to work with reasonable accommodations. If NEST determines that the Employee is unable to work with reasonable accommodations which are not unduly burdensome, he/she will remain on a leave of absence until he/she is able to work with reasonable accommodations or is released to return to work.

Accrual of Paid Time off while on Leave of Absence

Employees on leave of absence do not continue to accrue sick, personal or vacation time during any month in which they are on leave. Accruals will restart the first of the month following the Employee's return from leave.

NEST is permitted to require the Employee to use accrued paid leave, such as vacation, personal, or sick time, for some or all of the leave period. In the matter of a FMLA protected leave, when paid leave is substituted for unpaid FMLA leave, it may be counted against the 12-week FMLA leave entitlement.

Paid Time Off that the Employee has used but not yet accrued for the calendar year will be deducted from the Employee's final pay check before the pay period of which the Leave begins.

Benefits Continuation (COBRA and USERRA)

During a Disability LOA, NEST will continue all of your insurance benefits for a period of up to twelve (12) weeks during a given calendar year for a LOA or multiple LOA's started during the calendar year on the same terms and conditions as when you were employed. While on leave, the Employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources Department by the pay date which the premium would have been deducted and must be continued for each pay date throughout the LOA. If the payment is more than 3 days late, the Employee's health care coverage may be dropped for the duration of the leave. The company will provide 15 days' notification prior to the Employee's loss of coverage.

The twelve (12) weeks are not per incident or per LOA, but rather a total for a given calendar year. Following the twelve (12) weeks, you will also be responsible for paying 102% of the monthly premium for Health Insurance and Dental Insurance coverage under COBRA guidelines, if applicable, providing you desire to continue the coverage. Other insurances such as Short Term Disability, Long Term Disability, Life Insurance, etc. may be terminated based on the terms of each insurance policy during this type of LOA and reinstated upon your return to work.

Continuation coverage rights may also be available if you are absent from employment due to service in the uniformed services pursuant to the Uniform Services Employment and Reemployment Rights Act ("USERRA").

During a Personal LOA, you will be responsible for paying 102% of the monthly premium for Health Insurance and Dental Insurance coverage under COBRA guidelines, if applicable, providing you desire to continue the coverage. Other insurances may be terminated during a Personal LOA based on the terms of each insurance policy and reinstated upon your return to work.

7.2 Leave of Absence for Family and Medical Leave (FMLA)

Note: the following is intended for informational purposes only, and is not intended to either broaden or limit your and NEST's rights and obligations under the FMLA.

Policy Summary

Based on the requirements of the Family and Medical Leave Act (FMLA), NEST provides eligible Employees up to a total of twelve (12) work weeks of job-protected, unpaid leave during a rolling twelve (12) month period:

- For the birth of a child and to care for the newborn child.
- For the adoption of a child or the placement of a foster child.
- To care for the Employee's spouse, son, daughter, or parent with a serious health condition.
- Because of a serious health condition that makes the Employee unable to perform the functions of his/her job.
- Because of a qualifying exigency related to the Employee's spouse, son, daughter or parent being a covered military member.

Further, NEST will provide up to a total of twenty-six (26) work weeks of job-protected unpaid leave during a single twelve (12) month period:

- To care for the Employee's spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness.

Eligibility for Leave

In order to be an "eligible Employee", you must meet two (2) requirements: (1) you must have been employed by the Company for at least twelve (12) months, and (2) you must have worked for the Company for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave. To determine if you have been employed by the Company for at least twelve (12) months, the seven (7) years prior to the beginning of the leave will be reviewed. Breaks in service due to National Guard or Reserve military service obligation or by certain written agreements will not be counted as a break in service when determining if an Employee has met the twelve (12) month service requirement.

("Key" Employees, defined as salaried Employees among the highest paid 10 percent of the total Employee populace, are covered, but may not have a right to job restoration.)

Serious Health Condition

The term "serious health condition" is one of the most significant terms under FMLA. Currently, the term is defined to mean an illness, injury, impairment, or physical/mental condition that involves either (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical facility, or (2) "continuing treatment by a health care provider" not involving any inpatient care. "Continuing treatment" includes any one or more of the following:

- A period of incapacity for FMLA leave is: of a duration of more than three (3) consecutive calendar days (and any subsequent treatment or period of incapacity relating to the same condition); requires in-person treatment by a health care provider at least once within seven (7) days of the first day of incapacity; and requires either a regimen of continuing treatment initiated by the health care provider during the first treatment or a second in-person visit to the health care provider for treatment (as determined by the health care provider) within the first thirty (30) days of incapacity.
- Any period of incapacity due to pregnancy, or for prenatal care (only applies to pregnant Employee and to the spouse of the pregnant Employee).
- Any period of incapacity or treatment for such incapacity due to a "chronic serious health condition." A chronic serious health condition for FMLA is one that requires visits for treatment by a health care provider at least twice per year as determined by a health care provider, continues over an extended period of time (including recurring episodes of a condition), and may cause periodic incapacity rather than a continuing period of incapacity.
- Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective.

Substance Abuse

Substance abuse may be considered a "serious health condition" if the conditions of this section are met. However, FMLA leave may only be taken for the treatment of substance abuse. In other words, absence because of your use of a substance, rather than for the treatment of the illness, does not qualify for FMLA leave.

Medical Certification

Application for FMLA leave based on your serious health condition or that of a spouse, child, parent or qualified service member will require medical certification completed by the applicable health care provider within fifteen (15) calendar days of request for leave. The failure to provide a medical certification may result in the delay and/or denial of the request for leave.

The certification must state:

- The date on which the health condition commenced.
- The health care provider's best judgment as to the probable duration of the condition.
- The health care provider's best judgment as to the patient's present incapacity.
- Appropriate medical facts regarding the condition (such as the regimen of treatment prescribed, hospitalization requirements, etc.)
- If you are needed to care for a spouse, child, or parent, along with an estimate of the amount of time that your assistance will be needed.

The Company has a supply of the appropriate medical certification forms and if you are requesting FMLA leave due to a serious health condition you should obtain a copy of the form from Human Resources. It is your obligation to have the form completed by the health care provider, and to return the completed form to Human Resources.

The Company may request subsequent re-certification of your or your family member's serious health condition on a reasonable basis. Such requests must be coordinated with Human Resources.

Intermittent Leave or a Reduced Work Schedule

The Employee may take FMLA or NJFLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the 12 month period), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks over a 12 month period.

NEST may temporarily transfer an Employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For birth, adoption or foster care of a child, NEST and the Employee must agree to the schedule before the Employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one

year of the birth or placement of the child.

If the Employee is taking leave because of the serious health condition of a family member, the Employee should try to reach agreement with NEST before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the Employee must prove that the use of the leave is medically necessary.

Employees must respond to employer questions when determining whether an absence qualifies for FMLA to ensure leaves and absences are properly classified.

7.3 Leave of Absence for Military Leave

Note: the following is intended for informational purposes only, and is not intended to either broaden or limit your and NEST's rights and obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Policy Summary

NEST grants Employees military leave for active military duty, active duty training, reserve and National Guard duty and examinations to determine fitness for duty in any of the uniformed services of the United States. An Employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service shall not be denied reemployment, retention in employment, promotion, or any benefit of employment by NEST on the basis of that membership, application for membership, performance of service, application for service, or obligation.

Eligibility for Re-employment Rights

If an Employee is absent from work because of military duty, that Employee is entitled to re-employment rights under the following conditions:

- The Employee gave advance written or verbal notice of this duty to his/her manager.
- The cumulative length of the Employee's absence and all previous absences from employment because of military service does not exceed five (5) years.
- The Employee reports to, or submits an application for re-employment to his/her manager.
- The application for re-employment includes evidence that the Employee is making the application in a timely manner, that the Employee has not exceeded the service time limitations, and that the Employee is entitled to reemployment.

Please note: the Employee may not be re-employed if circumstances have changed so much that it is impossible or unreasonable to offer re-employment, or if reemployment would pose an undue hardship on NEST, or if the Employee's position carried with it no reasonable expectation that it would continue indefinitely or for a significant period of time.

7.4 Leave of Absence for Personal Reasons

Policy Summary

NEST may grant personal leave time to eligible Employees on a discretionary basis when warranted by compelling personal needs. Regular, full-time Employees who have completed one (1) year of active employment with NEST are eligible to apply for a personal leave. Part-time and temporary Employees are not eligible. There is no guarantee of reinstatement to the same or any other position or continuation of employment.

Leave Duration

The duration of a leave for personal reasons generally should not exceed thirty (30) days and must be approved by Human Resources prior to leave start date. If an Employee requests more than thirty (30) days for a personal leave, the Employee's manager and Human Resources must approve the leave time requested on a case-by-case basis. Approved time off for a personal leave is generally unpaid unless the Employee has vacation time or personal time to use while on a personal leave. If an Employee has vacation time or personal time available to use, a personal leave will generally not be approved.

Notification Requirements

If you are on personal leave and there is a change in your expected return date, provide at least five (5) days' notice whenever possible. If you fail to return to work or extend the leave within three (3) days of the approved leave end date, the company will consider it the

same as if you had voluntarily resigned.

7.5 Leave of Absence for Workers' Compensation Leave

Note: the following is intended for informational purposes only, and is not intended to either broaden or limit your and NEST's rights and obligations under the Workers Compensation Act.

Policy Summary

NEST provides a comprehensive workers' compensation insurance program at no cost to Employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. WC insurance pays certain medical bills and provides a certain amount of lost wages based on a state regulated formula that is applied to an Employee's compensation. NEST will grant eligible Employees unpaid workers' compensation leaves of absence due to a work-related injury or illness. NEST will comply with applicable state laws regarding workers' compensation leaves of absence where those laws exceed the provisions of this policy. Employees who have at least twelve (12) months of service, and have worked more than 1,250 hours may also qualify for FMLA leave that will run concurrently with the workers' compensation leave of absence.

Leave Duration

NEST will comply with the provisions of state and local regulations regarding workers' compensation leave.

Pay While on All Workers' Compensation Leaves

NEST's workers' compensation insurance carrier will pay all claims deemed compensable. WC insurance pays certain medical bills and provides a certain amount of lost wages based on a state regulated formula that is applied to an Employee's compensation.

7.6 Family Leave (New Jersey Employees)

Note: the following is intended for informational purposes only, and is not intended to either broaden or limit your and NEST's rights and obligations under the New Jersey Family Leave Act.

Policy Summary

It is the policy of NEST to grant up to 12 weeks of unpaid family and medical leave **on a rolling 24-month basis** to eligible Employees as defined from the first day of the commencement of leave, in accordance with the New Jersey Family Leave Act (NJFLA). When appropriate, Family and Medical Leave Act (FMLA) leave will run concurrent with New Jersey Family Leave Act (NJFLA) leave. **Employee Eligibility**

In order to qualify to take family or medical leave under this policy, the Employee must meet all of the following conditions:

1. The Employee must have worked for the employer for 12 months or 52 weeks. The twelve months or 52 weeks need not have been consecutive. For eligibility purposes, an Employee will be considered to have been employed for an entire week even if the Employee was on the payroll for only part of a week, or if the Employee is on leave during the week.
2. The Employee must have worked at least 1000 hours during the twelve-month period immediately before the date the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an Employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1000 hours eligibility test for an Employee under the NJFLA.

Qualifying Reasons for Leave:

- To care for a newborn within twelve (12) months of birth or a newly adopted child within twelve (12) months of placement.
- To care for a family member with a serious health condition.
- "Family Member" is a spouse, civil union partner, domestic partner, parent or child.
- "Parent" means biological, foster, adoptive, step or legal guardian.
- "Child" means biological, adopted, foster, step, legal ward, child of a domestic partner or civil union partner who is under 19 or over 19 but incapable of self-care because of mental or physical impairment.
- "Care" means but is not limited to physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters and personal attendant services.

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- “Serious health condition” means illness, injury, impairment or physical or mental condition which requires: (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing medical treatment or continuing supervision by a health care provider.

This policy covers illness of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which, if left untreated, would result in a period of incapacity of more than three calendar days, would be considered a serious health condition.

NEST may require an Employee to provide a doctor's certification of the serious health condition. Failure to provide the required pre-leave medical certification will result in denial of leave until such certification is provided. Employees also may be required to provide recertification on a reasonable basis.

An eligible Employee can take up to 12 weeks of leave under this policy during a 24 month period in compliance with NJFLA. NEST will measure the twenty-four month period as a rolling 24 month period measured forward from the date an Employee uses any leave under this policy. Each time an Employee takes leave, NEST will compute the amount of leave the Employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the Employee is entitled to take at that time.

7.7 Family Leave Insurance (New Jersey Employees)

Note: the following is intended for informational purposes only, and is not intended to either broaden or limit your and NEST's rights and obligations under the Family Leave Insurance provision of the New Jersey Temporary Disability Benefits Law.

The State of New Jersey provides partial payment of wages for Employees who are unable to work due to the qualifying illness, injury or disability of a covered family member for up to six (6) weeks in a twelve (12) month period.

Weekly Benefit Amount

Two thirds of the Employee's average weekly wage, up to \$595, to a maximum limit for up to six (6) weeks in a twelve (12) month period. Benefits are not payable for the first seven (7) consecutive days of each period (the “waiting week”).

The notification on the following page includes more information regarding the Employee's eligibility for paid family leave.

NEW JERSEY PAID FAMILY LEAVE LAW NOTIFICATION

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
(To be posted in a conspicuous place) This employer is subject to the Family Leave Insurance provisions of the New Jersey Temporary Disability Benefits Law.
Beginning July 1, 2009, New Jersey law will provide up to six (6) weeks of Family Leave Insurance benefits. Benefits are payable to covered Employees from either the New Jersey State Plan or an approved employer-provided private plan to:
Bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.
Care for a family member with a serious health condition supported by a certification provided by a health care provider. Claims may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12 month period beginning with the first date of the claim. Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.
Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

New Jersey State Plan

Employees covered under the New Jersey State Plan can obtain information pertaining to the program and an application for Family Leave Insurance benefits (Form FL-1), after June 1, 2009, by visiting the Department of Labor and Workforce Development's web site at www.nj.gov/labor, by telephoning the Division of Temporary Disability Insurance's Customer Service Section at (609) 292-7060, or by writing to the Division of Temporary Disability Insurance, PO Box 387, Trenton, NJ 08625-0387.

If an Employee is receiving State Plan temporary disability benefits for pregnancy, after the child is born, the Division will mail the Employee information on how to file a claim for Family Leave Insurance benefits to bond with the newborn child. If a claim is filed to have Family Leave Insurance benefits begin immediately after the Employee recovers from her pregnancy-related disability, she will be paid at the same weekly benefit amount as she was paid for her pregnancy-related disability claim and no waiting period will be required.

Private Plan

An employer can elect to provide workers with Family Leave Insurance benefits coverage under a private plan approved by the Division of Temporary Disability Insurance. The Division will not approve a private plan requiring Employee contributions unless a majority of the Employees, covered by the private plan, have agreed to private plan coverage by written election. Employers will provide information regarding the private plan and the proper forms to claim benefits to Employees covered under the private plan.

Financing of the Program

This program is financed by Employee contributions. Beginning January 1, 2009, employers are authorized to deduct the contributions from Employee wages for all Employees covered under the State Plan. These deductions must be noted on the Employee's pay envelope, paycheck or on some other form of notice. The taxable wage base for Family Leave Insurance benefits is the same as the taxable wage base for Unemployment and Temporary Disability Insurance.

Employees covered under an approved private plan will not have contributions deducted from wages for Family Leave Insurance benefits coverage unless a majority of the workers consent to contribute to the approved private plan. If Employees consent to contribute to the private plan, the contributions cannot exceed those paid by workers covered under the State Plan.

7.8 Domestic Violence Leave Policy

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act" provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;
- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

To be eligible for the leave, an employee must meet the following criteria:

- The employee or their child, parent, spouse or domestic partner must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis but such leave cannot be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advance notice. In addition, employee seeking leave must provide proof that they qualify for the leave. Such proof may include restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave act. If so, NEST will treat the leave concurrently with the leave under those statutes. Employees may be required to use accrued paid vacation leave, personal time or sick leave concurrently.

NEST shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work "in the strictest confidence."

7.9 Lactation/Breastfeeding Policy

For up to one year after a child's birth, any Employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. NEST has designated the room for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the Employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting Human Resources. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Chapter 8 – WORK ENVIRONMENT

8.1 Safety

NEST strives to provide a safe and healthy work environment for all Employees. Your cooperation in learning building location fire safety processes and procedures and practicing safe methods of performing your job will assist us in keeping a safe and healthy work place. If you have a question, see a potentially hazardous condition, or if you are injured on the job, please notify your manager immediately.

8.2 Company Property

Employees are expected to exercise care when using NEST property and to use this property only for authorized purposes. Needed repairs shall be reported to your Manager immediately.

We require you to return all NEST property including: computer equipment, cell phones, drives, programs and other information bought or used for company business if you terminate your employment or if so requested by your Manager.

8.3 Smoking

In compliance with the Clean Indoor Air Act and various state laws, smoking is restricted at NEST facilities. Employees are required to smoke in designated areas only and cannot smoke near door entrances. Violations of this smoking policy constitute a violation of the law, which will result in disciplinary action and possible fines imposed by the Department of Health.

NEST recognizes the wide variances in space, ventilation, and general physical arrangement within the facility. Smoking is prohibited in all areas of the facility. Individuals who smoke may leave the building at their scheduled break times to do so in designated areas. Smoking is permitted on the grounds of the property at the designated smoking areas. Smoking by any entrance of NEST is prohibited by both NEST and the State of New Jersey. All cigarettes are to be extinguished in the receptacles provided.

It is the responsibility of the Employees using this location to keep it clean and free of debris resulting from smoking. If this cannot be consistently accomplished, the property will be made non-smoking.

8.4 FOB/Parking Pass Procedures

All Employees must use a FOB to enter the building. This FOB allows access to areas of the building necessary for their job.

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On the first day of employment, an Employee will be issued a FOB and will sign an authorization accepting responsibility for it. The FOB must be used for all entries into the building. The Employee is responsible for notifying Human Resources if the FOB is lost, damaged, stolen, or forgotten within 24 hours.

Lost, damaged or stolen FOBs can be replaced for a fee of \$25.00. Lost or stolen FOBs will be deactivated immediately, so it is imperative that Human Resources be notified as soon as information is known.

Any Employee who forgets his or her FOB will have to be buzzed into the work area and wait to be buzzed in or out of other areas. No temporary or replacement FOBs will be issued.

Employees are not allowed to let anyone else use their FOBs for entry to the building. Any Employee who knowingly lets in unauthorized personnel will be subject to disciplinary action.

Upon termination of employment, FOBs must be turned in to Human Resources as part of the exit interview process. A fee of \$25.00 will be charged to any terminated Employee who does not return the FOB by the date specified on the Separation Letter.

Employees are not permitted to be on the company premises except during scheduled working hours or while attending authorized NEST functions.

Parking passes will be issued at the start of your employment with NEST and are required to be visible in your car window at all times while parked on NEST property. Lost, damaged or stolen parking passes can be replaced for a fee of \$5.00. Please notify Human Resources as soon as information is known.

Upon termination of employment, parking passes must be turned in to Human Resources as part of the exit interview process. A fee of \$5.00 will be charged to any terminated Employee who does not return the parking permit by the date specified on the Separation Letter.

8.5 Solicitation & Distribution

Solicitation is the request of one person to another to: purchase products (i.e., Tupperware, Girl Scout cookies, raffle tickets, etc.), join organizations, support political candidates, financially support various causes, etc. Communication or distribution must be approved by Human Resources. Distribution of literature is the handing out, dispersing, or placement of pamphlets, brochures, flyers, etc.

Solicitation and/or distribution by non- Employees on company property is not permitted at any time. An Employee is not permitted to solicit for any non-company purpose during his/her working time and/or during the working time of another Employee. An Employee is not permitted to distribute non-company literature during his/her working time. An Employee is not permitted to distribute non-company literature at any time in work areas. Working time is defined as the time assigned for the performance of an Employee's job and does not apply to break periods and meal times. A work area is defined as a location from which work tasks are being completed.

8.6 Inclement Weather & Emergency Procedures

In the event of inclement weather, we encourage Employees to always use their best judgment with regards to their safety and their travel to work. Unless the CEO of NEST specifically declares the Corporate Office or a Regional Office as "closed" on a given day, NEST is open for business. In the event of an emergency situation (e.g. snow storms, floods, terrorist attacks, hurricanes, earthquakes, etc.), NEST will follow the procedure below:

- If the office is closed, then every regular full-time (excluding part-time Employees & temporary Employees), in the particular geographic area affected by the emergency, will be able to use his/her Vacation or Personal time to be compensated for the day.
- Exempt Employees and those who have the ability to work remotely, may request permission from their immediate Manager to work from home.

If you are unable to come to work in such weather conditions and the office is closed, you will be able to use either Vacation or Personal time to be compensated for the day. If, however, the office is open and you are unable to drive to work, the company may

provide a Van Service (if your home address is within a 3.5 mile radius from NEST's offices in Gloucester City, New Jersey). It is our expectation (and as outlined in NEST's Attendance Policy), that you call in (prior to the start of the scheduled shift) and personally notifying your immediate Manager (or the next level of management within your department) if you are going to be either absent or tardy during these situations. NEST will follow the rule used by many companies of, "no pay/no penalty" for those not reporting to work because of a severe weather condition.

In the event of severe weather, emergencies, civil disturbances, public transportation interruptions, etc., the following guidelines will apply:

- You should contact your immediate manager to determine if your work schedule has been changed.
- If you are late due to any of the conditions listed above, you should report to your manager immediately upon arriving for work.
- Any absence when work is officially scheduled, an Employee will be required to use sick time unless otherwise approved by senior management.
- General absences or tardiness occurring as a result of conditions outlined above may be paid or excused only when approved by senior management.
- Employees are expected to make every effort to report to work on their scheduled days. It is your responsibility to contact the Company in order to ascertain whether the office is open on that particular day. In situations of snow and ice, Employees are permitted to dress casually.

If, for any reason, you do not report to work due to weather conditions and the office is open, you must use any available vacation time you have to cover the day(s) missed.

8.7 Personal Property & Personal Identity Information

The insurance policies of NEST do not cover your personal property (e.g., car, camera, laptop, cell phone, wallet, purse, money, etc.) or personal identity information (e.g., Social Security Card, credit card, driver's license, etc. of your own or that of any other person) that is lost, damaged, or stolen while on our property, while you are working for us, or while you are traveling on company business. As such, if you do bring personal property or personal identity information on to NEST premises or carry such property and/or information while working for NEST off NEST's premises or while traveling on company business, you need to understand that your personal property and personal identity information will not be covered under any of NEST's insurance policies if it is lost, damaged, or stolen. Because of limitations on personal homeowner's policies with personal property or personal identity information away from your home premises, your personal property and your personal identity information may not be covered under your homeowner's coverage either. It is our recommendation that you privately secure Identity Theft Insurance to help protect yourself in the event that your personal identity information is stolen. We recommend that you not bring your personal property and/or personal identity information to work or while traveling on company business. We also recommend that you do not store personal property and/or personal identity information anywhere on company premises such as desk drawers, closets, cabinets, lockers, company vehicles, etc.

8.8 Company Vehicles and Non-Owned Auto Coverage

Before being permitted to drive a company vehicle, eligible employees must prove that he or she has a valid driver's license which is not suspended or revoked. Employees driving company vehicles, or driving their own vehicles on company business, must have a valid driver's license, vehicle registration, and insurance card with them at all times, and must promptly notify the company if their driving privileges are ever suspended or revoked. Employees driving company vehicles or driving their own vehicles on company business must produce proof of a valid driver's license, vehicle registration, and insurance at the company's request at any time. Failure to do so may result in revocation of privileges and/or disciplinary action.

While driving company vehicles or personal vehicles on company business, employees must drive in a safe and professional manner. Employees must know and abide by all driving laws in all areas where they operate company vehicles. Seat belts must be properly used by all occupants of a company vehicle or a personal vehicle being used on company business at all times without exception. It is the driver's responsibility to ensure that all occupants fasten their seat belts prior to operating the vehicle. Employees are expected to drive defensively and to obey all traffic laws while driving company vehicles or personal vehicles on company business. Employees are prohibited from operating company vehicles or personal vehicles on company business while under the influence of drugs or alcohol, including prescription drugs. Employees are prohibited from using cellular telephones or other electronic devices, including radar detectors, while operating company vehicles or personal vehicles on company business.

Company vehicles are intended primarily for company business use. Incidental personal use is permitted, but excessive personal use may result in the privilege of operating a company vehicle being revoked. Evening and weekend use of a company vehicle is prohibited unless conducting company business after normal business hours.

Only employees granted the privilege of operating a company vehicle are permitted to operate the company vehicle. Family members and others who are not company employees should not be permitted to operate or ride in the company vehicle.

Smoking is prohibited in company vehicles.

Driving a company vehicle outside of the United States of America is prohibited.

Company vehicles must be kept clean (interior and exterior) at all times and must be thoroughly washed on a regular basis, the company will reimburse up to \$20 per month. Company vehicles must be regularly maintained according to the manufacturer's schedule. The company is not responsible for any traffic violations or parking tickets incurred by violation of any city ordinance or state or federal laws while driving a company vehicle or a personal vehicle on company business. Any ticket issued is the employee's responsibility, even if incurred while conducting company business.

Any accidents that occur while operating a company vehicle or a personal vehicle on company business should be reported to the company as soon as possible. Failure to do so may result in disciplinary action.

Employees driving their personally owned/leased or rented/hired vehicles on or for company business are not covered by the company's insurance policy. This means that if you drive a personal vehicle you must have adequate insurance to cover any potential loss and/or liability.

Chapter 9 – COMMUNICATION POLICIES

9.1 Computers, Computer Network, Internet-Enabled Devices, & Internet Access Policy

Employees are cautioned that many Internet pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content. Additionally, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Employees accessing the Internet do so at their own risk. The Company's anti-harassment and discrimination policies apply to any conduct related to computers, computer networks, etc. NEST is not responsible for material viewed or downloaded by users from the Internet. To minimize these risks, your use of the Internet is governed by the following:

Computer Network, Computers, and Other Internet-Enabled Devices Use Limitations:

Prohibited Activities

Without prior written permission from your direct supervisor, the computer network, computers, and other Internet-enabled devices may not be used to disseminate, view, or store: music, videos, pornography, commercial or personal advertisements, solicitations, promotions, destructive code (e.g., viruses, trojan horse programs, etc.) or any materials deemed unauthorized by NEST management, HR, and MIS. At all times Employees are responsible for the professional, ethical, and lawful use of NEST's computer network, computers, and other Internet-enabled devices.

Illegal Copying

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Employees are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of Human Resources.

Communication of Trade Secrets

Unless expressly authorized to do so by the CEO of NEST, Employees are prohibited from sending, transmitting, or otherwise

distributing proprietary information, data, trade secrets, or other confidential information belonging to NEST. Unauthorized dissemination of such material may result in severe disciplinary action as well as substantial civil and criminal penalties under state and federal Economic Espionage laws.

9.2 Use of Internet, Computer Network, Computers, and Other Internet-Enabled Devices

The computer network, computers, and other Internet-enabled devices, that are the property of NEST, are to be used for legitimate business purposes only. Employees are provided access to the computer network, computers, and other Internet-enabled devices to assist them in the performance of their jobs. All Employees have a responsibility to use NEST's computer resources, computers, other Internet-enabled devices, and the Internet in a professional, lawful, and ethical manner. Abuse of the computer network, computers, other Internet-enabled devices, or the Internet, may result in disciplinary action, including possible termination, and civil and/or criminal liability. You are required to provide the user name and password for any NEST owned or operated device or system upon request by the Company. Refusal to provide such information may lead to disciplinary action up to and including termination.

9.3 Duty Not to Waste or Damage Computer Resources

Accessing the Internet

To ensure security and avoid the spread of viruses, Employees accessing the Internet through a computer attached to NEST's network must do so through an Internet firewall or other security device approved by the MIS department. Bypassing NEST's computer network security by accessing the Internet directly by modem or other means is strictly prohibited.

Frivolous Use

Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits, and all Employees connected to the network have a responsibility to conserve these resources. As such, Employees must not perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, uploading or downloading large files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.

Virus Detection

Files obtained from sources outside NEST, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to e-mail, and files provided by clients, ISPs, or vendors, may contain dangerous computer viruses that may damage NEST's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-NEST sources, without first scanning the material with MIS-approved virus checking software. If you suspect that a virus has been introduced into the NEST network, or you receive an email attachment from an unknown source, notify the MIS Department immediately. Installing software, of any kind, must be approved and performed by the MIS department. Attempting to install software without first consulting the MIS department is strictly prohibited.

Personal Property

NEST reserves the right to obtain, delete, or discard any personal property introduced, or used on any of NEST's computer systems, without your permission. Items of this nature include, but are not limited to, USB storage devices, memory cards, compact discs, software, documents, directories, and files of any kind. Using personal property on any of NEST's computer systems, without written permission from your direct supervisor, is prohibited.

No Expectation of Privacy

Employees are given computers, Internet access, and other devices and services to assist them in the performance of their jobs. Employees should have no expectation of privacy in anything they create, store, send, or receive using NEST's computers, telephone systems, devices, services, equipment, etc. This, and any property belonging to NEST, may be used only for NEST purposes only. Personal use of company resources is prohibited.

Monitoring of Computer and Internet Usage

NEST has the right to monitor and log any and all aspects of and activity on its computer system and any company-owned device (e.g., laptop computers, etc.) including, but not limited to, monitoring Internet sites visited by Employees, monitoring chat and newsgroups, monitoring file downloads, monitoring all communications sent and received by Employees including emails and instant messages from a company email account or an Employee's personal accounts, monitoring text messages, etc. Note that this monitoring policy

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applies whether or not the company agrees to allow an Employee the use of its computer system or company-owned device for the personal use of the Employee. The existence of passwords does not restrict or eliminate NEST's ability or right to access electronic communications.

Blocking Sites with Inappropriate Content

NEST has the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit, or other material deemed inappropriate in the workplace. Materials deemed inappropriate are at the discretion of Human Resources and the MIS department.

Prohibited Use

When making use of the computer system, whether for business purposes or personal use, employees and others should have no expectation that any communication or information transmitted over company facilities or stored on company owned computers is or will remain private. Employees have no expectation of privacy in any Internet or computer activity.

Employees are also prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other employees or third parties;
- Hacking or obtaining access to systems or accounts they are not authorized to use;
- Logging on to or using a non-organization provided computer of an individual we support for any reason that would be outside the scope of assisting that person;
- Disabling anti-virus or other implemented security software for any reason;
- Installing or modifying any hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission of NEST;
- Uploading, downloading, or otherwise transmitting commercial software or any copyrighted materials belonging to parties outside of NEST; or
- Sharing your own, or using another's user's, log-ins, usernames, network accounts and/or passwords or pass codes.

No e-mail or other computer related communications may be sent that attempt to hide the identity of the sender or represent the sender as someone else. Also, email or other computer-related communications may not be sent in a manner that is likely to cause network congestion or conflict with the ability for other employees to access and use the system or its resources. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.

Any employee who abuses the privilege of their access to electronic media and services is in violation of this policy and will be subject to disciplinary action, up to and including termination of employment, legal action (depending upon the type, severity and/or repetition of the violation) and criminal liability.

9.4 Personal Phone Calls and Mail

Employees should refrain from making personal phone calls. Local phone calls may be made on company telephones for essential personal business during lunch break periods only. Please do not abuse this privilege. Emergency phone calls regarding illness or injury to family members, changes in family plans or calls for similar reasons may be made at any time, and incoming urgent calls will be directed to you.

NEST's physical and email address is not to be used at any time as a personal mailing address, and no personal mail should be put through the NEST postage meter or NEST's email system. Fax machines at NEST are not be used for personal messages except in an emergency.

9.5 Cell Phone Policy

NEST prohibits the use of cell phones during business hours. Personal calls should be limited to lunch breaks. Employees who have company cell phones or use their personal cell phone for business may use discretion in the use of ringing or vibrating while in the office. Unless the phones cause disruption to others, we assume common courtesy will dictate their use.

9.6 Social Media Policy

This policy is intended to address issues related to an employee's use of "social networking" and "social media", including but not limited to internet related activities, such as blogging, Facebook, Myspace, Snapchat, Instagram, wikis, You Tube, etc. and other media forms of communications, such as texting, instant messaging, Twitter, etc. While the Company recognizes and respects the rights of employees to engage in their own personal activities while not working, the line between personal voice and institutional voice and reputation are often blurred. Social media requires the Company have a policy so that all employees understand the Company's policies and procedures. These guidelines are intended to help you engage in respectful, knowledgeable interaction in social media and also protect the privacy, confidentiality, and interests of the Company and our current and potential services, employees, clients, and competitors.

It is the NEST's policy that the personal use of Twitter, blogs, or social networking or media web sites must not interfere with working time.

Approval from the CEO of NEST is required for any Employee who uses electronic resources of NEST to post to blogs or send "tweets" or other public messages, including but not limited to audio, video, pictures, text, etc., utilizing any Internet, social media, or social networking websites, including those listed above, or any others that are available (hereinafter referred to generally as "tweets").

Any "tweets" or other public messages that may have the potential to be interpreted as the "voice" or the position of NEST must be approved by the CEO of NEST or his designee prior to distribution to any source. Any identification of the author of any "tweets" or other public messages, including usernames, pictures/logos, or "profile" web pages, cannot use logos, trademarks, or other intellectual property of NEST, without prior approval of the CEO of NEST.

If an Employee is not providing an official "tweet" or other official message from NEST, an Employee who "tweets" or comments on any aspect of NEST's business must include a disclaimer in his/her "profile" or "bio" that the views are his/her own views and not those of NEST.

"Tweets" or other public messages may never disclose any confidential or proprietary information of NEST. Whether an Employee uses the electronic resources of NEST or not, "tweets" or other messages are or can become, public. As such, you may be held liable (i.e., disciplinary action, civil lawsuit, criminal lawsuit, etc.) for any messages that get disseminated via the Internet or any other source relative to any aspect of NEST, NEST's business, and/or current or former Employees of NEST. Dissemination of information via the Internet or any other source may expose you to charges of:

1. Defamation
2. Harassment
3. Smear campaigns
4. Privacy violations
5. Offensive comments
6. Bullying, cyber-bullying
7. Improper product endorsements
8. Harassing or offensive comments
9. Intellectual property and copyright violations
10. Breach of confidential information or trade secrets.

The above list of charges is just a sample of the type of state laws, federal laws, and/or company policies that you may violate as a result of dissemination of information.

Nothing in this policy is intended to prohibit or restrict employee's rights under Section 7 of the National Labor Relations Act.

Violations of this Social Media Policy can result in disciplinary action including termination of employment.

Chapter 10 – CONDUCT POLICIES

10.1 Code of Ethics

All NEST Employees are expected to observe the highest standards of ethics and integrity in their conduct. This means following a basic code of ethical business behavior, which includes, but is not limited to:

- Conscientiously carrying out company policies, rules, regulations, and contracts.
- Dealing honestly and fairly with clients, co-workers, company management, and the general public.
- Respecting the company's ownership of all company equipment, supplies, books, records, and proprietary information.
- Preserving confidentiality of company trade secrets, client lists, plans and decisions, client trade secrets, confidential information about Employees, and any other information that is not public knowledge.

In addition, not acting in any of the following unethical business behaviors:

- Being simultaneously employed by a competitor or supplier.
- Conducting NEST business with a firm where an Employee has a close relative who has a substantial ownership or other interest in the organization, unless the circumstance is disclosed to and approved by the CEO of NEST.
- Borrowing money from clients or firms, other than loan institutions, from which NEST buys services, materials, equipment, or supplies.
- Accepting substantial gifts or excessive entertainment from an external organization or agency with which NEST does business.
- Speculating or dealing with materials, equipment, supplies, services, or property purchased by NEST.
- Divulging confidential company information to external entities without authorization.
- Using one's position or knowledge of company affairs to obtain personal gain.

Although NEST recognizes and respects Employees' individual right to engage in activities outside employment, such activities must not conflict with or negatively reflect on NEST or its business or clients. Employees are therefore prohibited from taking part in or exerting influence in any transaction that may conflict with the best interests of NEST.

If an Employee knows that any of the above-stated actions are ongoing or are about to occur, the Employee must report the situation to Human Resources immediately.

Employees who have questions about how this code of business ethics applies in particular situations shall discuss the exact circumstances with their Managers. Managers may obtain further guidance by contacting Human Resources.

10.2 Attendance Policy (Absence and Tardiness)

To maintain a safe and productive work environment, NEST expects you to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other Employees and the company. You are considered absent or late when you arrive after your agreed start time, leave work early, or extend your lunch period without obtaining agreement (in advance) from your Manager. NEST expects all Employee's to conduct themselves in a professional manner during their employment. This includes good attendance habits. All Employees should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs.

NEST defines "good attendance behavior" as the following:

- Any lateness greater than (3) minutes beyond the start of an Employee's scheduled shift will be considered "late" and be counted as an attendance occurrence for discipline purposes.
- Being at your work station ready for work by the start of the scheduled shift.
- Taking only the time allowed for rest and meal breaks. Exceeding either scheduled rest or meal breaks will be counted as an attendance occurrence for discipline purposes.
- Remaining at work/ work station during your entire shift, unless excused by a Manager.
- Calling in to the Human Resource Voicemail (at least 1 hour prior to the start of the scheduled shift) as well as personally

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- Notifying your immediate Manager (or the next level of management within your department) if you are going to be either absent or tardy, unless a verifiable emergency makes it impossible to do so (see “Notice of Absence or Tardiness” below for details).

Below expectation attendance behavior (more than 2 occurrences in a rolling 30-day period) will be addressed through the progressive discipline process.

Unscheduled Absences

Unscheduled Absence means any absence/tardiness that was not approved by an Employee’s Manager prior to the absence from work. In these circumstances, an Employee must provide a specific reason for his/her unscheduled absence. Employees must avoid unscheduled absences whenever possible.

The failure of an Employee to call 1 hour before the scheduled work to report an absence (typically known as a “no call” or “no show”) may result in disciplinary action. A pattern of questionable absences, lateness, and/or leaving work early can be considered excessive, and may be cause for disciplinary action.

Barring unusual circumstances, an absence by an Employee from work for three (3) consecutive days without notifying the Employee’s Manager will be considered a voluntary resignation.

Notice of Absence or Tardiness

Under some circumstances, absence or tardiness may be excused, but only if proper notice is given before the start of a scheduled shift. The company needs advance notice of attendance problems so that other arrangements can be made for workload. Proper Notice means that you call and leave a voicemail with the necessary information on the Human Resource Voice Mail (see below in “Call-Out Procedure” section), unless a verifiable emergency makes it impossible for you to do so. It is not sufficient to leave a message with a coworker or someone that is not in your Manager or in Human Resources. Failure to give proper notice of attendance problems in advance as explained in this policy will be subject to the discipline process, up to and including discharge.

If you are absent without proper notice (calling into the HR Voice Mail at least 1 hour prior to the start of the scheduled shift and personally notifying your immediate Manager/or another member of management if you are going to be absent/tardy), this is considered a “No-Call/No-Show”.

Bypassing the Call-Out Procedure by notifying your manager without notifying Human Resources will count as a “No-Call/No-Show.”

Call-Out Procedure

The procedure for all call-outs/tardiness for unscheduled days will be as follows:

1. Call into the Human Resource Department Voice Mail by calling **856-432-5299** and leaving a message with the necessary information:
 - a. First and Last Name
 - b. Date of call-out/tardiness
 - c. Reason for call-out/tardiness
 - d. Expected Date of Return
 - e. Phone number that can be used to contact you if needed
2. Contact immediate supervisor to notify them of absence/tardiness. With prior notice (1 hour before start of shift), this will allow your manager to make any necessary changes in staffing for that day.

10.3 Disciplinary Policy

At NEST, we use a standard disciplinary process to ensure fairness and consistency for all Employees. Our desire is to give every Employee the opportunity to correct problems or mistakes in a reasonable and just manner. Since some infractions or misconduct may be more egregious than others, NEST reserves the right, at its discretion, to alter, amend the penalty associated with the disciplinary system.

It is our hope that each and every Employee succeed in his or her efforts at NEST. We do realize, however, there are times when an Employee’s performance or behavior may require improvement. If efforts to change Employee behavior through feedback, informal discussions and/or Conversation Forms prove unsuccessful, disciplinary action may be appropriate.

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As explained elsewhere in this manual, employment will continue only at the mutual consent of the Employee and the Company. Employment is therefore terminable at will, at any time, either by the Employee or the Company, with or without cause or advance notice. Nevertheless, where the Company determines it to be appropriate in the exercise of its discretion, it may attempt to give an Employee a prior verbal or written warning and an opportunity to improve or correct a performance and/or attitude problem before discharge. Should the Company choose disciplinary action, the types of disciplinary action are described in this section.

Performance Improvement Plan (PIP)

A PIP is issued to an Employee whose performance is not meeting the department's expected standard of work. The primary purpose of this action is to identify the problem and counsel the Employee on how to improve his/her behavior.

The Employee will be asked to sign this document. The signature is to confirm that the information contained in the document was discussed, not that the Employee necessarily agrees with the contents. A copy of the document will be issued to the Employee and the original will be placed in the department's Employee records file.

Incident Report (IR)

This report is utilized when Management recognizes an Employee is not adhering to both NEST standards regarding Company policies and procedures or an Employee feels it necessary to document an incident for HR to address. This report functions as a management tool to document the incident as well as to notify our Human Resource Department requesting further investigation. Incident Reports that involve harassment, a fight, profanity, etc. are handled immediately, compared to a No Call/ No Show, cell phone usage, etc. In such cases, the Employees involved in the situation may be suspended and or relocated until investigation is complete. Suspension with or without pay is contingent on the decision/determination recommended at the close of the investigation. Information that is gathered during the investigation will include written statements of the Employees involved in the situation as well as witness statements, if applicable.

Disciplinary Report

The “written warning” generally follows when the previously discussed problem has not been taken care of by the Employee. A written warning is often the result of a lack of response by the Employee to previous counseling, or insufficient indication that the problem has been addressed. Additionally, a written warning may be the appropriate initial course of action for offenses of a more serious nature.

The Employee will be asked to sign the written warning. This signature is to confirm that the information contained in the document was discussed, not that the Employee necessarily agrees with the contents. A copy of the document will be issued to the Employee and the original placed in the department’s Employee personnel records file.

Disciplinary Process

Through the process of continuous performance feedback and improvement, NEST strives to make reasonable efforts to help Employees be successful. Employees are responsible for giving their best efforts on assigned work, for conducting themselves in a manner that reflects well on themselves and the Company, and for adhering to the policies and procedures set in place by the Company. It is the Company’s goal to give an Employee advance notice of the need to improve performance and/or behaviors whenever possible, prior to resorting to the termination of employment. From time to time, it becomes apparent that an Employee is not performing up to Company standards. In those cases, it may be necessary for a Manager to place an Employee on notice.

All or a combination of the following measures may be taken, depending on the particular circumstances surrounding an offense. If the violation of policy and procedure continues, the recommended steps for performance and behavior modification are listed below:

- A verbal session shall be provided to the Employee to discuss the offense and the corrective action necessary for corrective job performance and behavior modification and this would be documented on a conversation form.
- When the verbal session has not achieved the desired results, a formal written session shall be provided to the Employee. At that meeting, the Employee will be afforded the opportunity to discuss the continuing nature of the offense and the corrective action necessary for corrective job performance and behavior modification. The Employee will be asked to sign a copy of the Company’s written assessment of the situation and expectations regarding same.
- Final written session using the Corrective Action form, Demotion, and/or Suspension without Pay may be utilized in the event the desired result is not obtained.
- Termination Process.

These disciplinary procedures do not relinquish or limit the Company’s right to terminate an Employee at any time with or without cause or notice or to skip the outlined steps above.

A Manager must consult with Human Resources before placing an Employee on Corrective Action. Additionally, Human Resources should be present when an Employee conversation or warning notice is delivered to an Employee.

When documenting the offense, the supervisor/manager should state in writing:

- The specific deficiencies observed in the Employee’s performance/behavior.
- The standards established by the Company which place the Employee in violation of a policy or procedure.
- Any prior discussions regarding the performance/behavior.
- The necessary steps to achieve improvement.
- The time frame in which improvement must occur (including immediate improvement).
- What further action should result if the Employee fails to show significant improvement within the allotted time frame.

The counseling documents should be signed by the Employee and the supervisor and maintained in the Employee’s personnel file. If the Employee refuses to sign, the supervisor should indicate on the form that the Employee refused to sign and that a copy was given to the Employee. The Employee’s signature indicates receipt of the document only, not necessarily acceptance or agreement with its contents. Employees should be encouraged to document their position if they disagree with the supervisor’s assessment of the situation. The Employee’s statement should be attached to the counseling documentation and retained in the personnel file.

Employees who commit serious policy offenses as outlined in this Handbook will not have the option of being placed on a corrective action process and will be subject to immediate termination.

Suspension

In serious disciplinary situations that call for investigation and consultation, a suspension either with or without pay may be considered. For example, a suspension may be called for if an Employee is suspected of theft, or if allegations of harassment require further investigation.

The primary purpose of a suspension is to allow sufficient time to gather the facts necessary to make an informed, calm and rational decision about how to handle a disciplinary situation. Additionally, suspension allows for a “cooling-off” period if necessary. In most cases, a suspension should not exceed five working days. In cases where an Employee is charged and is awaiting trial for a criminal offense, the Employee may be suspended for an indefinite period if such action is in the best interests of the Company.

If an Employee is cleared of all charges following a suspension, the Employee will be reinstated without loss of pay and with no record of disciplinary action. However, pay reinstatement for suspensions exceeding five (5) days will be at management’s discretion.

Termination

If the necessary performance/behavior improvement does not occur, the Employee’s employment is subject to termination. This action may be taken when it has been convincingly demonstrated that the previous warnings have not been successful after reasonable opportunity for correction has been provided. Termination may also be the appropriate first course of action for a first offense that is a serious breach of conduct.

10.4 Workplace Appearance

NEST Employees are expected to be suitably attired and groomed during working hours or when representing the Company. Employees should appear neat and professional at all times with clothing appropriate for any unscheduled meetings with clients, vendors, or other professionals.

The table below is a general overview of acceptable attire. The table is not intended to be all inclusive, but rather a guide to set the general parameters for proper attire and allow you to make intelligent judgments about items not specifically addressed.

Employees must exert a certain amount of judgment in their choice of clothing to wear to work. Managers are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility. This includes counseling Employees whose appearance is inappropriate or does not meet standard. If the appearance is unduly distracting or inappropriate, the Employee may be sent home and directed to return to work in proper attire. Continued violations of this policy could result in corrective disciplinary actions.

Reasonable accommodation will be made for Employees’ religious beliefs and disabilities whenever possible, consistent with the business necessity to present a professional appearance to the public.

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The weekly dress code is as follows:

Monday – Business Attire	Tuesday through Thursday - Business Casual Attire	Friday through Sunday – Casual Attire
Men - Suit or Sport Coat - Dress Slacks or Pants - Long Sleeved Dress Shirts - Necktie - Dress Shoes/Loafers and dress socks - Shoes may not be “slip on” shoes, meaning they must have backs and/or straps	Men - NEST logo apparel (w/collar) - Slacks/Khakis - Sweaters - Collared Shirts - Polo or golf style shirts - Dress boots, dress shoes, loafers or deck shoes (with socks) - Shoes may not be “slip on” shoes, meaning they must have backs and/or straps	Men - NEST logo apparel - Client/ISP logo apparel - Local Sports team apparel – i.e.: Phillies - Denim – jeans/shorts - Casual or athletic shoes - Shoes may not be “slip on” shoes, meaning they must have backs and/or straps
Women - Short and Long Sleeve Blouses - Business Suits - Dresses & Skirts - Sweaters - Blazers - Flat shoes, pumps or closed toe dress shoes - Shoes may not be “slip on” shoes, meaning they must have backs and/or straps	Women - NEST logo apparel (w/collar) - Slacks/Khakis/Skirts - Skorts, culottes or split skirts - Sleeved Blouses - Sweaters - Polo or golf style shirts - Flat shoes, open-toed dress shoes, dress boots or sandals - Shoes may not be “slip on” shoes, meaning they must have backs and/or straps	Women - NEST logo, Client/ISP logo apparel - Local Sport Team apparel - Denim jeans/shorts/capris/skirts - Casual or athletic shoes - Shoes may not be “slip on” shoes, meaning they must have backs and/or straps

- Business Casual attire may include all clothing listed as acceptable for Business attire.*
- Casual attire may include all clothing listed as acceptable for Business Casual attire.*
- At no time are Employees permitted to wear tank tops, halter tops, sleeveless garments, short shorts, sweatpants, torn jeans, leggings (unless worn under skirts or sweater dresses), tattered clothes, flip flops, slippers, hats or baseball caps.*
- At no time should Employee’s undergarments or cleavage be visible*
- Dresses, skirt, skirt or shorts length should be at a length of no more than 2 inches above the knee.*
- Makeup, perfume, and cologne should be in worn moderation.*
- Tattoos should not be offensive, and NEST reserves the right to require that visible Tattoos of any nature be covered during working time.*
- NEST reserves the right to rescind and/or amend this policy at any time.*

10.5 Employee Separation

Because NEST is an at-will employer, both you and NEST are free to end the employment relationship at any time, with or without reason. NEST will consider you to have voluntarily terminated your employment if you do any of the following:

- Resign from NEST
- Fail to return from an approved leave on the date specified
- Fail to report to work or fail to call in for three (3) or more consecutive workdays.

An Employee shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. In the event of a layoff, NEST will pay you for any for unused Vacation hours.

If you decide to resign from NEST, you are required to provide at least two (2) weeks advance notice of your desire to leave and you are required to be at work during the entire two (2) weeks prior to your last day with us. NEST retains the right, in its sole discretion, to forego the notice period and require that employees end their employment immediately.

Vacation Days or other paid time-off are not permitted to be used as part of the notice period. If you provide this two (2) week notice and you work the entire two (2) week period, NEST will pay you for any accrued and unused Vacation hours. Personal and Sick hours

are not paid out, but are calculated for final pay determination to ensure the company and former Employee are compensated appropriately for time accrued, used or not accrued. If you fail to provide this two (2) week notice or you do not work the entire two (2) week period prior to your last day of work, you will forfeit any accrued and unused Vacation hours. In the event that NEST ends your employment via an involuntary discharge, you will forfeit any credited and unused Vacation hours.

In the case of any separation, you will be responsible for returning all Company property, including FOBS, keys, parking passes, credit cards and other Company materials or information. In an effort to maintain workflow, paid time-off benefits will not be approved during the resignation period. All payable benefits will be paid the following pay cycle after the Employee's final day, unless otherwise required by state regulations. An Employee, who has given notice of resignation and then calls in sick, will be required to provide a doctor's note/certification stating that the Employee was unable to work due to the accident/ illness to be paid for the unexcused absence. NEST reserves the discretion to release a terminating Employee prior to the end of the two week resignation period.

Exit Interview

The designated Human Resources representative will contact the Employee in writing, inviting him/her to attend an exit interview at a mutually convenient time. The exit interview should take place as soon as possible after the confirmed leaving date has been received by human resources.

The Employee will be asked a standard set of questions and given a chance to discuss any concerns of information they feel would be beneficial for the company to know about their employment experience at the company. If an Employee chooses not to participate in an exit interview, he/she will be encouraged to complete an *Exit Interview Questionnaire*.

Final Paycheck

Unless otherwise authorized and documented by Human Resources prior to separation, the following process will be followed when issuing a final pay check:

- Direct deposit will automatically be cancelled. Manual check will be processed.
- Compensation checks processed after an Employee's last day worked (regular pay, vacation payouts, bonus etc.) will be mailed, first class, to the last known address on record.
- All returned checks due to an invalid address will be held until verification of the address has been successful and recorded.
- Unclaimed payroll checks will be voided at close of quarter.

Medical and Dental Coverage

Coverage terminates on the separation date of employment. If you/your dependents have participated in the Company's health care plan and you leave the Company, you may continue to participate in the plan for up to eighteen (18) months. Continued health coverage is provided to you at the group-discounted rate *but at your own expense*. It will be your responsibility to pay 100% of the coverage cost *including the portion of which was previously paid by the Company*, and an administrative fee of 2% (as allowed by the Consolidated Omnibus Budget Reconciliation Act of 1986 or "COBRA"). Details about continuing your health coverage will be mailed to your home address by a third party administrator generally within fourteen (14) days of your separation date of employment.

Employee Savings Plan 401(k)

Participants must complete a Distribution Request Form to receive the current value of the vested portion of their account. Participants can request a form from Human Resources.

W2 (Tax Information)

W2's will be mailed to the last address on file by January 31st of the given year. It is the former Employee's responsibility to notify HR of a change of address to ensure proper delivery.

Chapter 11 –TELECOMMUTING POLICY

NEST considers telecommuting to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are best suited to such an arrangement. Telecommuting allows Employees to work at home, on the road or in a satellite location for all or part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some Employees and some positions. It is not an entitlement, it is not a Company-wide benefit, and it in no way changes the terms and conditions of employment with NEST.

The Company's policies for teleworking are as follows:

Compensation and Work Hours

The Employee's compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program.

The amount of time the Employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

Eligibility

Successful teleworkers have the support of their managers. Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor's ability to manage remote workers. Each department will make its own selections.

Upon acceptance to the program both the Employee and manager will be expected to complete a training course designed to prepare them for the teleworking experience. All teleworkers must sign the NEST Telecommuting Agreement.

Equipment/Tools

The Company may provide specific tools/equipment for the Employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voice-mail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment, software, data supplies and furniture when provided by the Company for use at the remote work location is limited to authorized persons and for purposes relating to Company business. The Company will provide for repairs to Company equipment. When the Employee uses her/his own equipment, the Employee is responsible for maintenance and repair of equipment.

A loaner laptop may be provided when available. Loaner computers will vary in performance and configuration. Loaners must be returned upon request.

Workspace

The Employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. The Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the Employee and equipment, and any third parties that might enter the workspace. The Company reserves the right to approve the site chosen as the Employee's remote workspace. Employee is expected submit three photos of the home workspace to management prior to implementation.

Any Company materials taken home should be kept in the designated work area at home and not be made accessible to others.

The Company has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve Company-owned equipment, software, data or supplies.

Office Supplies

Office supplies will be provided by the Company as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the Employee's manager.

Liability

The Company is not liable for loss, destruction, or injury that may occur in or to the Employee's home. This includes family members, visitors, or others that may become injured within or around the Employee's home.

Dependent Care

Teleworking is not a substitute for dependent care. Teleworkers will not be available during Company core hours to provide dependent care.

Income Tax

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It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. The Company will not provide tax guidance nor will the Company assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Communication

Employees must be available by phone and email during core hours. All client interactions will be conducted on a client or Company site. Participants will still be available for staff meetings, and other meetings deemed necessary by management.

The Company will pay work-related voice and data communication charges.

Evaluation

The Employee shall agree to participate in all studies, inquiries, reports and analyses relating to this program. The Employee remains obligated to comply with all Company rules, practices and instructions.

CONCLUSION

Again, welcome to our team. We recognize that the success of our company and the client respect we enjoy have been achieved because of the high quality of our Employees. We hope that throughout your career at NEST you will have many opportunities to demonstrate your abilities and make your personal contribution toward this success. We encourage you to use your abilities to their fullest potential and to grow with us. Indeed, you are our greatest asset!

Acknowledgment of Terms

I understand that this Manual is neither a contract of employment nor a legally binding agreement and that my employment is at all times at-will. I have had an opportunity to read the Manual, and I understand that I may ask my manager any questions I might have concerning the Manual. I understand and acknowledge that the policies described in this Manual are guidelines only and are subject to change at the sole discretion of NEST.

The Employee Manual contains important information about the Company, and I understand that I should consult the Human Resource department regarding any questions not answered in the Manual. I have entered into my employment relationship with the Company voluntarily and understand that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship “at will” at any time with or without cause and with or without advance notice.

I understand and agree that no person other than the CEO may enter into an employment agreement for any specified period of time or make any agreement contrary to the Company’s stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the Manual may occur, except to the Company’s policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only stockholders have the ability to adopt any revisions to the policies in this Manual.

Furthermore, I understand that this Manual is neither a contract of employment nor a legally binding agreement. I have had an opportunity to read the Manual, and I understand that I may ask my manager any questions I might have concerning the Manual. I accept the terms of the Manual. I also understand that it is my responsibility to comply with the policies contained in this Manual and any revisions made to it. I further agree that if I remain with the Company following any modifications to the Manual, I thereby accept and agree to such changes.

I understand that NEST will pre-load my Vacation and Personal (PTO Banks) at the beginning of the calendar year, but in the event that I leave employment with NEST before having fully accrued Vacation and Personal time advanced to me, the advanced hours will be deducted from my final paycheck and I hereby authorize and agree to such deductions.

I received a copy of the Company’s Employee Manual on the date listed below. I understand that I am expected to read the entire Manual. Additionally, I will sign a copy of the Acknowledgment of Receipt. I understand that this form will be retained in my personnel file.

Employee's Printed Name

Position

Employee's Signature

Date